

# **Consortium Agreement**

Grant Agreement number 861381





This Consortium Agreement is based on two agreement templates: LERU MSCA ITN template (2014) and DESCA (version 1.2.4, October 2017).

### **Table of Content**

1	Section: Definitions	4
2	Section: Purpose	6
3	Section: Entry into force, duration and termination	6
4	Section: Responsibilities of Parties	7
5	Section: Liability towards each other	8
6	Section Governance structure	9
7	Section: Financial provisions	15
8	Section: Results	17
9	Section: Access Rights	19
10	Section: Non-disclosure of information	22
11	Section: Miscellaneous	24
12	Section Signatures	26
Atta	chment 1 Background included	36
Atta	chment 2 Accession document	40
Atta	chment 3 List of Third Parties for simplified transfer according to Section 8.3.2	41
Atta	chment 4 Identified Affiliated Entities according to Sec. 9.5	42
Atta	chment 5 Template for Career Development Plan	43
Atta	chment 6 Commitment of Partner Organisation	46
Atta	chment 7 Template for Secondment Agreement	46
Atta	nchment 8 Consortium Plan Budget	57

### CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as "Rules for Participation"), and the European Commission Multibeneficiary General Model Grant Agreement and its Annexes, and is made on **01.04.2020**, hereinafter referred to as the Effective Date

#### **BETWEEN:**

- **1. Dublin City University (DCU),** established in Glasnevin, DUBLIN 9, Ireland, VATU number: IE6517957E, represented by Dr Sally Smith, Director of Research **the Coordinator**
- **2. Ludwig-Maximilians-Universität Muenchen (LMU),** established in Geschwister Scholl Platz 1, München 80539, Germany, VAT number DE811205325, represented by Jonas Tillinger, Deputy Financial Officer
- **3.** The Chancellor, Masters and Scholars of the University of Oxford (UOXF), established in Wellington Square University Offices, Oxford OX1 2JD, United Kingdom, VAT number: GB125506730, represented by Dr Ana Serra Barros, Research Contracts Manager
- **4. Ecole Nationale Superieure de Chimie de Paris (ENSCP)**, established in 11 Rue Pierre et Marie Curie, Paris Cedex 05 75231, France, CAT number: FR18130021421, represented by Dr Christian Lerminiaux, Director
- 5. Ustav Organicke Chemie a Biochemie AV CR, V.V. I., Institute of Organic Chemistry and Biochemistry CAS (IOCB), established in Flemingovo Nam. 542/2, Praha 6 16610, Czechia, VAT number: CZ61388963, represented by RNDr PhDr Zdeněk Hostomský, CSc, Director
- **6. The University of Reading (UoR),** established in Whiteknight Campus Whiteknights House, Reading RG6 6AH, United Kingdom, VAT number: GB200012659, represented by Olga Konopatskaya, Contracts Manager
- **7. Uniwersytet Warszawski (UW)**, established in Krakowskie Przedmiescie 26/28, Warsawa 00 927, Poland VAT number: PL5250011266, represented by Prof Maciej Duszczyk, Vice-Rector for Research and International Relations
- **8. ATDBio Limited (ATDBio),** established in The Square Fawley, Southampton Hampshire SO45 1DD, United Kingdom, VAT number: GB855711317, represented by Dr Tom Brown Jnr, Director
- **9. Baseclick GmbH (Baseclick)**, established in Floriansbogen 2-4, Neuried 82061, Germany, VAT number: DE253905957, represented by Dr Thomas Frischmuth, CEO

**10. National Institute for Bioprocessing Research and Training (NIBRT),** established in Foster Avenue, Mount Merrion, Blackrock, Co. Dublin, A94 X099-4, Ireland, VAT number: IE6433711D, represented by Darrin Morrissey, CEO

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

relating to the Action entitled

# Nucleic Acids for Future Gene Editing, Immunotherapy and Epigenetic Sequence Modification

in short

#### **NATURE - ETN**

hereinafter referred to as "Project"

#### WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)

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

The Parties are aware that this Consortium Agreement is based upon the DESCA and LERU model consortium agreements.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

### 1 Section: 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 including its Annexes.

#### 1.2 Additional Definitions

### "Beneficiaries":

Are the legal entities that have signed the Grant Agreement and have the responsibility for the proper implementation of the NATURE-ETN project.

### "Career Development Plan"

Career Development Plan means a plan established by each recruited ESR with his/her personal supervisor(s) for initial training activities for more than 6 months. It shall comprise the recruited ESR's training and career development needs (including transferable skills and meaningful exposure to both private and public sector) and scientific objectives as well as the

measures foreseen to meet these objectives and a description of his/her initial training activities.

### "Consortium Body":

Consortium Body means any management body described in the Governance Structure section 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 Supervisory Board.

### "Defaulting Party"

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

### "Early Stage Researcher" (ESR)

ESR is a postgraduate researcher in the first four years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree. The ESR is recruited and employed under a separate agreement by a Party. The details of ESRs, their appointing institutions and their person-months are included in Annex I to the Grant Agreement.

### "European Supervisory Teams" (ESTs)

The European Supervisory Teams are responsible for the supervision of the individual ESRs.

#### "Funding Authority"

Funding Authority means the body awarding the grant for the Project.

#### "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.

### "Partner Organisation"

Partner Organisation means an organisation that is not signatory of the Grant Agreement and does not employ any researcher within the Project. A Partner Organisation provides additional training and host researchers during secondments.

The Partner Organisations are listed in Section 4 of Annex I to the Grant Agreement.

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Horizon 2020 Model Consortium Agreement (<a href="www.DESCA-2020.eu">www.DESCA-2020.eu</a>), Version 1.2.4,
October 2017.

### "Scientific Advisory Board"

The Scientific Advisory Board is an independent advisory group.

#### "Secondment"

Secondment means a period during which an ESR is hosted by a Partner Organisation or a Party other than his/her employing entity. Secondments are detailed in Section 4 of the Annex I to the Grant 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.

### 2 Section: 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.

### 3 Section: 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.

A new entity becomes a 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.

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- the Grant Agreement is not signed by the Funding Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,
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   October 2017.

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.

### 3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law 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 Consortium incurred prior to the date of termination, unless otherwise agreed between the Supervisory Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

### 4 Section: 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 as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, 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 or 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.

### 4.1.1 Obligations during Secondments

During any period of Secondment to a Party or Partner Organisation, the seconded ESR shall remain employed by the Party by which he/she was recruited.

Except as otherwise set out in this Section 4.1.1, the Party employing the ESR shall be solely responsible for the fulfillment towards its ESR of the obligations of Parties set out in Article 32 of the applicable EC Grant Agreement, including the distribution to the ESR of the monthly support in accordance with the Party's own usual accounting and management principles and practices.

Except as otherwise set out in this Section 4.1.1, the Party or Partner Organisation hosting the ESR shall have no obligation or liability to the employing Party or to the ESR for any of the conditions set out in Article 32 of the Grant Agreement, including but not limited to liability to the employing Party or to the ESR for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

The Party hosting the ESR shall communicate to and instruct the ESR in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the seconded ESR enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

#### 4.2 Breach

In the event that a responsible Consortium Body 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 Supervisory Board, 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 Supervisory Board 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) 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. It 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.

Furthermore, if a Partner Organisation is involved in Supervisory Board for the Project, the Parties hereby authorise the Coordinator to execute with each Partner Organisation a written commitment in the form set out in Attachment 6. In case of a secondment the respective Parties and Partner Organisationsshall be responsible for agreeing and entering into a Secondment agreement (example template provided as attachment 7).

#### 4.4 ESR Recruitment notifications

In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without any delay, about any progress or change in their ESR recruitment process. In particular, the Coordinator shall always be notified about the official start date of the fellowship and the submission of the researcher declaration through the European Commission Participant Portal.

# 5 Section: 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 Affiliated Entities) 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, provided such damage was not caused by a wilful act.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act.

The terms of this Consortium 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 the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

### **5.4 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 competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

#### 6 Section Governance structure

#### 6.1 General structure and members

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

The Supervisory Board (SB) is the ultimate decision-making body of the consortium and responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher. The Supervisory Board will also oversee the quality and quantity of supervision of the ESRs.

The Supervisory Board shall consist of one representative of each Party, one representative of each Partner Organisation as listed in Section 4 of the Annex I to the GA, and two ESRs as representative of the ESRs (with annually rotating positions).

The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise by a majority of two-thirds.

The Parties agree to abide by all decision of the SB, which does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

**The Coordinator** is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

**The Management Board** (MB) assists the Supervisory Board and the Coordinator. The Management Board shall consist of one representative of each Party (Beneficiary) and two ESR representatives, jointly elected by the ESRs (annually rotating positions).

#### 6.2 Tasks

### 6.2.1 Tasks of the Supervisory Board

**The Supervisory Board** assumes the responsibility for these tasks:

- Coordinating the network-wide activities in collaboration with the Management Board and ESR representatives.
- Overseeing the quality of the NATURE-ETN action and ensuring an adequate balance between scientific and technological and transferable skills training.
- Reviewing the ESRs' research progress and training documentation periodically.
- Providing advice on career plans, secondments, and changes to the work plans.
- Overseeing the quality and quantity of supervision of the ESRs.
- Establishing an active and continuous communication and exchange of best practice among the participating organisations.
- Drawing on the advice of the Scientific Advisory Board (SAB) of relevance to the training programme.

#### 6.2.2 Tasks of the Coordinator

#### 6.2.2.1 Intermediary role

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 Consortium Agreement.

### 6.2.2.2 Responsibilities

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, other deliverables (including financial statements and related certification) and specific requested documents to the Funding Authority
- preparing the meetings, proposing decisions and preparing the agenda of Supervisory Board 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 Party concerned,
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3

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 Funding Authority in time.

#### 6.2.2.3 Failure

If the Coordinator fails in its coordination tasks, the Supervisory Board may propose to the Funding Authority to change the Coordinator.

#### 6.2.2.4 Limitations

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.

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

### 6.2.3 Tasks of the Management Board

**The Management Board** is responsible for the following tasks and decisions of the network:

- Managing the project operations and implementing the network-wide activities.
- Monitoring the appropriate implementation and maintenance of the PCDPs.
- Evaluation the ESRs' work progress and career development, including evaluations from the ESRTs.
- Facilitating close collaboration between WPs and assisting partners in the networkwide events organisation.
- Ensuring legal compliance based on the rules of the EC Grant Agreement and the Consortium Agreement.
- Acting as arbitrator in any disagreements between participants.

### 6.3 General operational procedures for all Consortium Bodies

### 6.3.1 Meetings

### 6.3.1.1 Convening and representation

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

	Ordinary meeting	Extraordinary meeting	
Supervisory At least annually Board		At any time upon written request of any Member of the Supervisory Board	
Management Board	At least quarterly per web conference, at least once per year in person	At any time upon written request of any Member of the Management Board	

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

Any Party which is a member of the Supervisory Board

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

### 6.3.1.2 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.

	Ordinary meeting	Extraordinary meeting
Supervisory Board	45 calendar days	15 calendar days
Management Board	14 calendar days	7 calendar days

### 6.3.1.3 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.

Supervisory Board	14 calendar days, 5 calendar days for an extraordinary meeting
Management Board	7 calendar days, 3 calendar days for an extraordinary meeting

### 6.3.1.4 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 of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Supervisory Board	7 calendar days, 2 calendar days for an extraordinary meeting
Management Board	2 calendar days, 1 calendar day for an extraordinary meeting

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

#### 6.3.2 Decisions

#### 6.3.2.1 General procedures

Decisions taken without a meeting shall be considered as accepted if, within the period set out in Section 6.3.5, 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.

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.3.5.

### 6.3.2.2 Decisions of the Supervisory Board

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

The following decisions shall be taken by the Supervisory Board:

- Content, finances and intellectual property rights
  - Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority.
  - o Changes to the Consortium Plan.
  - Modifications to Attachment 1 Background Included according to Section 9.1.2.
  - Additions to Attachment 3 List of Third Parties for simplified transfer according to section 8.3.2.
  - Additions to Attachment 4 Identified Affiliated Entities.
  - o Modifications to Attachment 8 Consortium Plan Budget.
- Evolution of the consortium
  - o Entry of a new Party to the consortium and approval of the settlement.
  - Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of withdrawal.
  - Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement.
  - o 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.
  - o Proposal to the Funding Authority for a change of the Coordinator.
  - o Proposal to the Funding Authority for a suspension of all or part of the Project.
  - Proposal to the Funding Authority for termination of the Project and the Consortium Agreement.

### 6.3.3 Voting rules and quorum

There shall be no quorum needed in any of the Consortium Bodies.

In the Supervisory Board, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

In the Management Board, decisions shall be taken by a simple majority (50%+1) of the votes cast.

A Party which the Supervisory Board has declared according to Section 4.2 to be a Defaulting Party may not vote.

### 6.3.4 Veto rights

#### 6.3.4.1 Reasoning

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 a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

Based on LERU adapted Consortium Agreement for MSCA ITN (ETN) 2014 and DESCA - Horizon 2020 Model Consortium Agreement (<a href="www.DESCA-2020.eu">www.DESCA-2020.eu</a>), Version 1.2.4, October 2017.

#### 6.3.4.2 Veto on decisions

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 taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

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

### 6.3.4.3 Resolving matter of veto

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

### 6.3.4.4 Limitations to veto rights

A Party may not veto decisions relating 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.

### 6.3.5 Minutes of meetings

The chairperson shall produce written minutes of each meeting which shall be the formal record of all decision taken. The process for the distribution of the draft minutes and acceptance of final minutes is as follows:

	Distribution of draft	Acceptance
Supervisory Board	Within 7 calendar days	Accepted within 10 calendar days from sending if no Member has sent objection in writing to the chairperson
Management Board	Within 3 calendar days	Accepted within 7 calendar days from sending if no Member has sent objection in writing to the chairperson

The chairperson shall send the accepted minutes to all Members of the respective Consortium Body. The Coordinator shall safeguard the minutes and, if requested, provide authenticated duplicates to Parties.

#### 6.5 Specific provisions for employment of ESRs

ESRs and their employing institutions will sign an agreement which defines their respective role, entitlements and responsibilities, as specified in Article 32 of the Grant Agreement.

The ESR and his/her supervisor are obliged to complete a Career Development Plan which defines the ESR's objectives over both the short and long term (Article 32.1. (I)). A template for the Career Development Plan is included here as Attachment 5.

### 6.4 Scientific Advisory Board (SAB)

The Scientific Advisory Board (SAB) shall assist and facilitate the decisions made by the Supervisory Board. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each SAB member and shall have the right to sign these agreements with the individual members for the consortium. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30

days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the SAB meetings and prepare the implementation of the SAB's suggestions following their prior approval by the Supervisory Board. The SAB members shall be allowed to participate in Supervisory Board meetings upon invitation but have not any voting rights.

# 7 Section: Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

### 7.1.2 Allocation of Research, Training & Networking Allowance (cost category B1)

#### 7.1.2.1 Central costs

Each Beneficiary will contribute 10% of its Research, Training & Networking Allowance to a centralised research training and meeting budget to be retained by the Coordinator. This budget will be used to facilitate network-wide training events and consortium meetings as described in the Grant Agreement.

#### 7.1.2.2 **Surplus**

After the completion of the last network-wide training event, the Coordinator will provide a financial report on the Centralised Training Budget, Any funds retained by the Coordinator in this budget in excess of the actual expenses will be redistributed to the Beneficiaries on a pro-rata basis.

### 7.1.3 Allocation of Management and Indirect Cost Category (B2)

#### 7.1.3.1 Centralised Management Budget

The Parties agree that the Coordinator shall retain €400 per researcher per month from the total amount of category B2 into a Centralised Management Budget. This budget will cover:

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•	

### 7.1.4 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding 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 Funding Authority.

### 7.1.5 Funding Principles

A Party which implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible cost only.

A Party 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.

### 7.1.6 Return of excess payments; receipts

### 7.1.6.1 Excess payments

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

### 7.1.6.2 Party receipts

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

### 7.1.7 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

### 7.2 Budgeting

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.

#### 7.3 Payments

#### 7.3.1 Task distribution

Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party 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 Funding 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 Articles 21.2 and 21.3.2 of the Grant Agreement, no Party 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.

Optional payments to a Partner Organisation are the exclusive task of the Party concerned. For the avoidance of doubt, any optional payment by a Beneficiary to a Partner Organisation shall be governed by a separate agreement between the Parties concerned.

### 7.3.2 Payments to partners

The Coordinator shall distribute the funding to the Beneficiaries in accordance with the agreed reallocation set out in clause 7.1.2 and 7.1.3 after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Implementation of units accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

### 8 Section: Results

### 8.1 Ownership of Results

Results are owned by the Party that generates them.

### 8.2 Joint ownership

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

Where several Parties have jointly carried out work generating Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Results.

Where joint ownership exists, the Parties jointly owning Results ("the Co-owners") undertake to make their best efforts to establish a written co-ownership agreement regarding the allocation and terms of exercising such joint ownership, as soon as possible as of the date of generation of the joint Results, and in any case before prior to seeking any formal registration or incurring costs in respect of such jointly owned Results.

The share of each of the Co-owners to the development of such joint-Results shall be defined between the Co-owners proportionally to the resources contributed by each Co-owner whether human, financial or intellectual.

Unless otherwise agreed:

 each of the joint owners shall be entitled to use their jointly owned Results for noncommercial research activities on a royalty-free basis, non-exclusive, nontransferable basis and without requiring the prior consent of the other joint owner(s), and

- unless otherwise agreed in writing, the joint owners may only use the jointly owned Results for commercial purposes only with the prior written agreement of all joint owners, 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 sublicense), if the other joint owners are given:
  - o at least 45 calendar days advance notice; and
  - o Fair and Reasonable compensation.

#### 8.3 Transfer of Results

### 8.3.1 Transfer of ownership

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

### 8.3.2 Transfer of ownership to third parties

Parties may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium 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.

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

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 the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

#### 8.3.3 Limitations

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, nothing in this Section 8.3 has impact on the confidentiality obligations set out in Section 10.

#### 8.4.1 Dissemination of own Results

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. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing 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.

#### 8.4.2 Objection to dissemination

An objection is justified if

- the protection of the objecting Party's Results or Background would be adversely affected
- the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

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

### 8.4.3 In case of objection to dissemination

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.

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.

### 8.4.4 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.

### 8.4.5 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence 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.

### 8.4.6 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.

### 8.4.7 Logo and trademark of the project

Each Party shall be entitled to use any logo or trademark of the Project royalty-free and on a non-exclusive basis for the execution of the Project only, even if such logo or trademark has been filed by a single Party only.

The Parties shall agree as necessary on further rules on use of the logo and/or trademark of the Project and its possible need for protection measures in a specific agreement.

# 9 Section: Access Rights

### 9.1 Background included

### 9.1.1 Identified background

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.

### 9.1.2 Addition of background at later stage

Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Supervisory Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.

### 9.1.3 Access to background

The Parties must – on a royalty-free basis – give access to the recruited ESRs to Background necessary for their research training activities under this Project

### 9.2 General Principles

### 9.2.1 Implementation of tasks

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.

### 9.2.2 Exclusion of sublicensing

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

#### 9.2.3 Transfer costs

Access Rights shall be free of any administrative transfer costs.

### 9.2.4 Non-exclusiveness

Access Rights are granted on a non-exclusive basis.

### 9.2.5 Purpose

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

### 9.2.6 Requests for access

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 and indicate the specific intended purpose.

#### 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.

Access rights to Results for internal non-profit research activities shall be granted on a royalty-free basis.

### 9.4.2 Access Rights to Background

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.

### 9.4.3 Requests for Access Rights

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 Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the 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.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

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

Access Rights granted to any Affiliated Entity 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 such Party.

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

Further arrangements with Affiliated Entities 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 Supervisory Board to terminate its participation in the consortium.

Based on LERU adapted Consortium Agreement for MSCA ITN (ETN) 2014 and DESCA - 21 / 57 Horizon 2020 Model Consortium Agreement (<a href="www.DESCA-2020.eu">www.DESCA-2020.eu</a>), Version 1.2.4, October 2017.

### 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

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

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 Section: Non-disclosure of information

### 10.1 Confidentiality

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" 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".

### 10.2 Provisions after the end of the Project

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

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party 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 comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

### 10.3 Responsibilities

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.

#### 10.4 Limitations

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 court or administrative order, subject to the provision Section 10.7 hereunder.

### 10.5 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/or proprietary information, but in no case less than reasonable care

#### 10.6 In case of unauthorised disclosure

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

### 10.7 Compliance with applicable laws or regulations

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 such disclosure

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

### 11 Section: 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 8.3.2

Attachment 4 Identified Affiliated Entities

Attachment 5 Template for Career Development Plan

Attachment 6 Commitment of Partner Organisation

Attachment 7 Template for Secondment Agreement

Attachment 8 Consortium Plan Budget

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 6.2.2.4, 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 Notices and other communication

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

#### 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 or telefax with receipt acknowledgement.

#### Other communication:

Other communication between the Parties may also be effected by other means such as email with acknowledgement of receipt, which fulfils the conditions of written form.

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

### 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 6.3.2.2 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.

### 11.6 Language

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

### 11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

### 11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim 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.

# **12 Section 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.

### **Dublin City University**

Signature(s)
Name Dr Sally Smith
Title Director of Research
Date

# Ludwig-Maximilians-Universität München

Signature(s)
Name Jonas Tillinger
Title Deputy Financial Officer
Date

# The Chancellor, Masters and Scholars of the University of Oxford

Signature Name Dr Ana Serra Barros Title Research Contracts Manager Date

# **Ecole Nationale Superieure de Chimie de Paris**

Signature(s)
Name Dr Christian Lerminiaux
Title Director
Date

# Ustav Organicke Chemie a Biochemie AV CR, V.V.I.

Signature(s)
Name RNDr PhDr Zdeněk Hostomský, CSc
Title Director
Date

# The University of Reading

Signature Name Dr Olga Konopatskaya Title Contracts Manager Date

# **Uniwersytet Warszawski**

Signature Name Prof Maciej Duszczyk Title Vice-Rector for Research and International Relations Date

### **ATDBio Limited**

Signature Name Dr Tom Brown Jnr Title Director Date

### **Baseclick GmbH**

Signature Name Dr Thomas Frischmuth Title CEO Date

# National Institute for Bioprocessing Research and Training Limited

Signature Name Darrin Morrissey Title CEO Date

### **Attachment 1 Background included**

According to the Grant Agreement (Article 24) 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 1

As to Dublin City University, 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:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

#### PARTY 2

As to Ludwig-Maximilians-Universität München, it is agreed between the Parties that, to the best of their knowledge,

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

#### PARTY 3

As to The Chancellor, Masters and Scholars of the University of Oxford, it is agreed between the Parties that, to the best of their knowledge,

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

## **PARTY 4**

As to Ecole Nationale Superieure de Chimie de Paris, it is agreed between the Parties that, to the best of their knowledge,

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

## **PARTY 5**

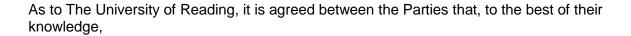
As to Ustav Orgnicke Chemie a Biochemie, AV CR, V.V. I., it is agreed between the Parties that, to the best of their knowledge,

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

#### PARTY 6



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

#### PARTY 7

As to Uniwersitet Warszawski, it is agreed between the Parties that, to the best of their knowledge,

).

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

#### PARTY 8

As to ATDBio Limited, it is agreed between the Parties that, to the best of their knowledge,

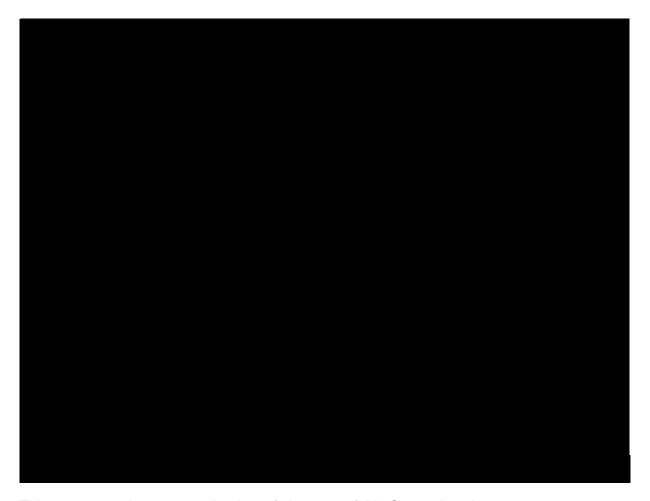
This represents the status at the time of signature of this Consortium Agreement.

#### PARTY 9

As to Baseclick GmbH, 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:

Describe Background	Specific limitations and/or	Specific limitations and/or		
	conditions for implementation	conditions for Exploitation		
	(Article 25.2 Grant	(Article 25.3 Grant		
	Agreement)	Agreement)		



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

## **PARTY 10**

As to the National Institute for Bioprocessing Research and Training Limited, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of NIBRT shall be Needed by another Party for 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 Consortium Agreement.

## **Attachment 2 Accession document**

**ACCESSION** 

of a new Party to

NATURE-ETN 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].

## [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]

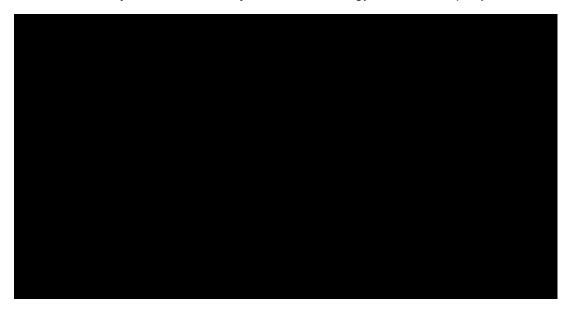
Signature(s)

Name(s)

Title(s)

# Attachment 3 List of Third Parties for simplified transfer according to Section 8.3.2.

The University of Oxford's wholly-owned technology transfer company:



# Attachment 4 Identified Affiliated Entities according to Sec. 9.5

# **Attachment 5 Template for Career Development Plan**

Career Development Plan-Year 1 (Draft)
Name of ESR:
Department:
Name of Supervisor:
Date:
BRIEF OVERVIEW OF RESEARCH PROJECT AND MAJOR ACCOMPLISHMENTS EXPECTED (half page should be sufficient):
LONG-TERM CAREER OBJECTIVES (over 5 years):
1. Goals:
2. What further research activity or other training is needed to attain these goals?
SHORT-TERM OBJECTIVES (1-2 years):
1. Research results
Anticipated publications:
Anticipated conference, workshop attendance, courses, and /or seminar presentations:

2. Research skills and techniques:

Career Development Plan-Final year (Draft)

Date & Signature of fellow:

BRIEF OVERVIEW OF PROGRESS, ACHIEVEMENT AND PERFORMANCE (half page should be sufficient):

Date & Signature of supervisor

## LONG-TERM CAREER OBJECTIVES (over 5 years):

If relevant, mention any adjustments to your long-term career objectives as a result of the training received.

#### SHORT-TERM OBJECTIVES ACHIEVED DURING THE TRAINING PERIOD:

- 1. Research results
  - Publications (incl. in press):
  - Conference, workshop attendance, courses, and /or seminar presentations:
- 2. Research Skills and techniques acquired:
  - Training in specific new areas, or technical expertise etc:
- 3. Research management:
  - Fellowship or other funding applications achieved (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)
- 4. Communication skills:
- 5. Other professional training (course work, teaching activity):
- 6. Anticipated networking opportunities
- 7. Other activities (community, etc) with professional relevance:

Date & Signature of fellow:

Date & Signature of supervisor

## **Attachment 6 Commitment of Partner Organisation**

Commitment of the Partner Organisation

Dublin City University (DCU) and the organisations shown in the attached schedule (hereinafter referred to as "Consortium" are participating in the Marie Skłodowska-Curie Action: "Nucleic Acids for Future Gene Editing, Immunotherapy and Epigenetic Sequence Modification" with the acronym "NATURE-ETN]" (hereinafter referred to as "Project"), which is being funded by the European Union under its Horizon 2020 Programme. Hence, this agreement is between:

1. **Dublin City University (DCU),** established in Glasnevin, DUBLIN 9, Ireland, acting on behalf of the NATURE-ETN Consortium.

And

2. [Insert official name of the Partner Organisation], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [Partner Organisation short name].

General provisions:

[Partner Organisation short name] agrees to:

- 1. Contribute to the NATURE-ETN Project by fulfilling the tasks listed in Annex I to the Grant Agreement, Appendix B.
- 2. Contribute to the NATURE-ETN Project by abiding decisions made by the Supervisory Board.
- 3. Make best efforts to promptly conclude a detailed Secondment agreement with the relevant Party.

Provisions related to the participation to the NATURE-ETN Supervisory Board:

The Consortium welcomes [Partner Organisation short name] as a member of the Supervisory Board ("SB"). Participation as a member of the SB will involve the representative of [Partner Organisation short name] receiving, and/or participating in Project discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of the Project ("Results") or before the Project ("Background"). As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, [Partner Organisation short name] will be required Based on LERU adapted Consortium Agreement for MSCA ITN (ETN) 2014 and DESCA - 46/57

Based on LERU adapted Consortium Agreement for MSCA ITN (ETN) 2014 and DESCA - 46 / 57 Horizon 2020 Model Consortium Agreement (<u>www.DESCA-2020.eu</u>), Version 1.2.4, October 2017.

to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to [Partner Organisation short name] as a member of the SB. In addition, confidential information may be disclosed to [Partner Organisation short name] by members of the SB who are not members of the Consortium. In this agreement, any information disclosed to [Partner Organisation short name] in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to [Partner Organisation short name] by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as "Confidential Information" and the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the "Discloser". To avoid doubt, the Consortium has approved the use of this agreement.

The functions and procedures of the SB are listed in Section 6 of the Consortium Agreement, Appendix A.

By signing below, [Partner Organisation short name] agrees to the following:

- (a) [Partner Organisation short name] commits itself to carry out its work as per Section 4 of Appendix B Annex I to the Grant Agreement
- to take all reasonable steps to ensure that all Confidential Information disclosed to [Partner Organisation short name] as a member of the SB remains confidential during the Project and for a period of four (4) years after the end date of the Project;
- (b) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking [Partner Organisation short name]'s duties as a member of the SB without the written consent of the Discloser;
- (c) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser.
- (d) to return to the Discloser 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.
- (e) [Partner Organisation short name] will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with NATURE-ETN Project. [Partner Organisation short name] will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence [Partner Organisation short name] will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

In addition, [Partner Organisation short name] agrees that the above obligations of confidentiality and non-use shall not apply in the following circumstances:-

- (i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to [Partner Organisation short name] as a member of the SB, becomes general or public knowledge either through no fault of [Partner Organisation short name] or following further written agreement between [Partner Organisation short name] and the Discloser;
- (ii) when any such Confidential Information can be shown by [Partner Organisation short name] to have been in [Partner Organisation short name]'s possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;
- (iii) when any such Confidential Information is received by [Partner Organisation short name] from a third party that [Partner Organisation short name] reasonably believe has no similar obligation of confidentiality to the Discloser;
- (iv) when [Partner Organisation short name] can reasonably demonstrate that any such information has been previously developed by [Partner Organisation short name] without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

In accordance with Sec 4.1 of the Consortium Agreement, Appendix A, this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it.

Any ancillary agreements, amendments or additions hereto shall be made in writing.

In consideration of the invitation to participate as a member of the SB, [Partner Organisation short name] accepts the conditions set out within this agreement.

Name of [Partner Organisation short name] Authorised signatory						
(Block Capitals)						
Signed						
	Date					

(by [Partner Organisation short name] Authorised signatory)

At the time of the signature, [Partner Organisation short name] nominates the following employees as its representatives in the SB.

For the avoidance of doubt, [Partner Organisation short name] is entitled to one vote only regardless of the number of representatives attending any SB meeting.

Name of SB member(s)' representative(s)
(Block Capitals)
Normal Work Address of SB member(s)' representative(s)
(Block Capitals)
Signed
Date (by SB_member(s)' representative(s))
Name of authorised member of DCU Staff acting on behalf of the Consortium
Signed
Date
Consortium Schedule:

Institution's Name	Organisation	Country
	short name	
[COORDINATING INSTITUTION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]

[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]

## Non-Consortium SB members Schedule:

Partner organisation's Name	Organisation	Country
	Short Name	
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
ESR Representative	ESR	/

Appendix A – Consortium Agreement (CONFIDENTIAL)

Appendix B – Annex I to the Grant Agreement (CONFIDENTIAL)

## **Attachment 7 Example Template for Secondment Agreement**

Template NATURE-ETN Secondment Agreement

Note: Each NATURE-ETN Beneficiary and Partner Organisation is responsible for ensuring their compliance with the provisions of the Grant Agreement and Consortium Agreement, as well as for the protection of their own (and other partners') Results and Background. This template provides a <u>possible</u> basic structure of an agreement your organisation may wish to conclude with a Partner Organisation which intends to host a seconded ESR, however it cannot foresee all possible situations and IPR issues that may be relevant to your situation. As such, this document is provided without any express or implied warranty as to its suitability. If you have any specific concerns please refer to the NATURE-ETN Grant Agreement, the Consortium Agreement or contact the Coordinator for advice. The Partner Organisation may also wish to supplement this agreement with a separate bilateral agreement with the ESR.

This agreement is made between:

[YOUR INSTITUTION NAME] (hereinafter indicated as [YOUR INSTITUTION short name] or Seconding Entity ) established in [YOUR INSTITUTION LEGAL ADDRESS] and

[HOSTING ENTITY or PARTNER ORGANISATION NAME], hereinafter indicated as [YOUR INSTITUTION short name] or Host Entity established in [SECONDING ENTITY'S LEGAL ADDRESS]

Definitions:

Early stage researcher (ESR): is a researcher in the first four years (full-time equivalent) of their research activity, including the period of research training.

Secondment: means a period during which a ESR is hosted by a entity (Host Entity) other than his/her employing institution (Seconding Entity).

Secondment Plan: The detailed plan of activities to be carried by the ESR in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan (Attachment 5 to the Consortium Agreement)

The Seconding Entity agrees to the placement of [INSERT NAME OF EARLY STAGE ESR] (the 'ESR') with INSERT HOSTING PARTY or PARTNER ORGANISATION short name as a seconded ESR within the framework of the 'NATURE-ETN' Marie Skłodowska-Curie Action: Innovative Training Network Grant Agreement [INSERT NUMBER], Nucleic Acids for Future Gene Editing, Immunotherapy and Epigenetic Sequence Modification, NATURE-ETN, for 100% full time equivalent on the following conditions:

1. Effective Date: INSERT START DATE

2. Period of agreement: INSERT END DATE

#### Services

During the period of the secondment the *ESR* will undertake the role of XXX and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Host Entity in *INSERT NAME OF PLACE* and the *ESR* will reside in that country.

The Host Entity will provide the facilities necessary for the ESR to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

#### 4. Fees

OPTION: The Host Entity will not require the payment of any fees by the ESR.

## 5. Finance arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.

In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the *ESR*.

The ESR will not receive any other incomes than those received from the [YOUR INSTITUTION SHORT NAME] for the activities carried out in the framework of this agreement.

#### 6. Terms and Conditions

The ESR shall at all times remain subject to the terms and conditionsunder his/her contract with the Seconding Entity The *ESR* will be maintained on the payroll of the Seconding Entityand the Seconding Entityshall retain all rights and responsibilities in relation to its appointment of the *ESR*. Any current pension arrangements of the *ESR* will remain unchanged.

This Agreement shall be governed by Host Entity country's law and the ESR's and Host Entity consent to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement.

The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The secondment is subject to the *ESR* being and remaining eligible to be appointed in the seconding country and is subject to the *ESR* obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country's immigration rules.

While the Host Entity is supporting this placement, the *ESR* shall be under the day-to-day control of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.

The ESR must devote him/herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.

The Host Entity agrees to provide the ESR with xxx days leave per annum, pro rata to the full time entitlement of *INSERT NUMBER* days annual leave per annum as per the *beneficiary's* terms of conditions of employment. In addition the ESR will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.

The Host Entity will ensure that the ESR enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will provide health, safety and accident insurance coverage or equivalent for the ESR as required by law.

The *beneficiary* shall not be liable to the Host Entity in respect of any loss or damage suffered by the Partner organisation arising out of or relating to the Services provided under this Agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the *ESR*'s appointment at the Host Entity prior to the expiry date.

The Host Entity shall indemnify the *beneficiary* against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the *beneficiary* in settling, contesting or dealing for the same) resulting from any breach by the Host Entity of its obligations under this Agreement.

The *beneficiary* shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Host Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the *ESR* and other persons who may also be affected. The *beneficiary* shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the *ESR*'s failure to fully meet his/her responsibilities under the relevant national laws and/or regulations applying to the *beneficiary*.

## 7. Intellectual Property

Note: If you wish to provide access rights to NATURE-ETN Results or your organisation's Background to the Partner organisation within the context of this agreement, you must amend the statements in the first two articles below. The Results or Background must be solely owned by your organisation in order for you to grant access or ownership, and by granting access or ownership to the Partner organisation you must ensure that the access rights of the other NATURE-ETN beneficiaries are maintained.

The default statements below mean that any Result generated by the ESR remains the property of the beneficiary, but this could be changed to:

1) Giving ownership to the Partner organisation
Based on LERU adapted Consortium Agreement for MSCA ITN (ETN) 2014 and DESCA - 53 / 57
Horizon 2020 Model Consortium Agreement (<a href="www.DESCA-2020.eu">www.DESCA-2020.eu</a>), Version 1.2.4,
October 2017.

- 2) Sharing ownership between both organisations
- 3) Giving licensing rights to the Partner organisation
- 4) Giving part ownership to the ESR (if this is your normal practice)

You may wish to enter into a separate, specific ownership/joint ownership agreement concerning particular intellectual property, or include details of the arrangements in the Secondment Plan. In any case, the Grant Agreement and Consortium Agreement must be respected – please ask the coordinator for advice if necessary.

Any results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be the property of the *beneficiary*.

Nothing in this agreement shall be so construed or interpreted in any way as to confer ownership or any access rights on the Host Entity with regards to the results and information generated under the NATURE-ETN Project or the information, copyrights, data, documents, materials or intellectual property rights owned by the other participants in the NATURE-ETN Project.

The *ESR* has the same rights and will comply with the same obligations as the Seconding Entity with regards to the NATURE-ETN Grant Agreement Article 36.

In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the *ESR* within the context of this agreement, the Host Entity will enter into a separate Non Disclosure Agreement (NDA) with the *ESR*. In the case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the *ESR*, this NDA will include specific provisions to ensure that the confidential information remains protected.

In the case that the *ESR* enjoys access rights to results and information generated within the NATURE-ETN Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the *ESR* will ensure that the rights of the respective owner(s) are upheld in accordance with the NATURE-ETN Grant Agreement and the NATURE-ETN Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the *ESR* will treat all such information, results, copyrights, data, documents, materials or IPR as 'confidential information' in accordance with the terms of the NATURE-ETN Grant Agreement Article 36.

The *ESR* shall inform the *beneficiary* and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.

The *ESR* shall inform the *beneficiary* as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the NATURE-ETN Grant Agreement or the NATURE-ETN Consortium Agreement.

#### 8. Additional Remarks

Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the NATURE-ETN Grant Agreement.

Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the *ESR* at the Seconding Entity.

The period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see 'Termination' below) but shall be specifically reviewed in INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT.

Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the *beneficiary* and Host Entity prior to initiation or amendment.

#### 9. Termination

This Agreement shall be terminated if the *ESR*'s appointment by the *beneficiary* is terminated for whatever reason.

Either the *beneficiary* or the Host Entity may terminate this agreement before the end of the period with three month's notice in writing to the other party.

At the end of the Agreement the scientist in charge will resume the full duties of the post of the ESR for the *INSERT NAME OF DEPARTMENT* at the Seconding Entity.

#### 10. Signatures

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the ESR.

Signed	Date:	Stamp:
NAME		
JOB TITLE		
For and on behalf of the INSERT NAME AN	D ADDRESS OF SECO	NDING ENTITY
Signed	Date:	Stamp:
NAME		
JOB TITLE		

For and on behalf of the INSERT NAME AND ADDRESS OF HOST ENTITY

Read and agreed:	
Signed NAME	Date:

**ESR** 

NATURE-ETN Consortium Agreement, version final, 2020-08-10

## **Attachment 8 Consortium Plan Budget**

The Consortium Plan Budget here included has been calculated following the allocations of internal research, training and networking costs (Section 7.1.2) and management and indirect cost categories (Section 7.1.3). Parties should note that the calculated maximum EU contribution is not yet based on actual recruitment and therefore the numbers may change during the course of the action. The final budget will only be known after the second Periodic Report and the Final Report of the action have been accepted by the Funding Authority.

Project - H2020 Marie Curie ETN (no. 861381)

			Researcher Unit Costs		Institutional Unit Costs			Costs for centrally organised mgt & training					
No.	Beneficiary	No. of ESRs	No. of months (Total)	Living allowance	Mobility allowance	Family allowance	Research, training and networking costs	Management and overheads	Total Budget based on actual ESR recruiting	Central training costs	Central mgt costs	ACCEL costs	Total Budget based on actual ESR recruiting (w/o central costs)
				€/ month:	€/ month:	€ / month (50% for budgeting):	€/ month:	€/ month:		10%	€/ month:	€/ month:	
	ı			€ 3.270,00	€ 600,00	€500,00	€1.800,00	€1.200,00		€ 97.200,00	€ 200,00	€ 200,00	
2 3 4 5 6 7 8 9													
TOT	\L	15,00	540,00	€ 1.962.816,19	€ 324.000,00	€ 135.000,00	€ 972.000,00	€ 648.000,00	€ 4.041.816,19	-€ 97.200,00	-€ 108.000,00	-€ 108.000,00	€ 3.728.616,19