

## **SUPERB**

**Systemic solutions for upscaling of urgent  
ecosystem restoration for forest-related  
biodiversity and ecosystem services**

**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 Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on [date to be confirmed], hereinafter referred to as the Effective Date.

BETWEEN:

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Represented by: Mads Jensen

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

relating to the Action entitled

**Systemic solutions for upscaling of urgent ecosystem restoration for forest-related  
biodiversity and ecosystem services**

in short

**SUPERB**

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 Grant Agreement 101036849 signed by the Parties and the Funding Authority (hereinafter “Grant Agreement”).

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

## **NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

### **Section 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 including its Annexes.

#### **1.2 Additional Definitions**

**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 General Assembly.

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

**Defaulting Party:** Defaulting Party means a Party which the General Assembly 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.

**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, such that completion of associated tasks under the Consortium Plan would not be reasonably possible within the anticipated timeframe within the Project, or require significant additional financial or human resources not foreseen in the Consortium Plan.

*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.



**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.

## **Section 2. Purpose**

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

## **Section 3. Entry into force, duration and termination**

### **3.1 Entry into force**

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

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement and provided that the Grant Agreement enters into force.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by that new entity and the Coordinator. Such accession shall have effect from the date identified in the accession document. Acceding to the Consortium Agreement shall in any case only become effective when the new entity has also acceded to the Grant Agreement.

### **3.2 Duration and termination**

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

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

If the Grant Agreement is not signed by the Funding Authority or a Party, or the Grant Agreement is terminated, or a Party's participation in the Grant Agreement is terminated, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

### **3.3 Survival of rights and obligations**

The provisions relating to intellectual property rights, Access Rights, Dissemination, and confidentiality, for the time period mentioned therein, as well as for liability, applicable law,

settlement of disputes, and privileges and immunities 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 leaving Party and the other Parties (as decided by them in the General Assembly). This includes the obligation to provide all input, deliverables, milestones and documents for the period of its participation.

## **Section 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, report and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith.

Each Party undertakes to 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 and shall not knowingly make available to other Parties any information or materials where such provision violates third party rights.

### **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, a Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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

#### **4.4 Ethical and Regulatory Approvals**

A Party, where applicable, shall be responsible for securing all necessary ethical and regulatory approvals from the relevant committee(s) before undertaking any part of the Project requiring such approval.

### **Section 5. Liability towards each other**

#### **5.1 No warranties**

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency, accuracy or fitness for purpose nor as to the absence of any infringement of any proprietary rights (including without limitation IPR) 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 punitive damages or 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, loss of turnover, income, business, goodwill and opportunity or loss of or damage to reputation or to data, no matter how arising provided such damage was not caused by a wilful act or gross negligence.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to 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 or gross negligence.

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.

Force Majeure is defined as the circumstances that make impossible to carry out obligations under this Consortium Agreement, are unrelated to the will of the affected Party, they could not be known or foreseen at the time of conclusion of this Consortium Agreement and the effects of which could not reasonably have been prevented or avoided. If the requirements of the preceding sentence are met, Force Majeure may include, in particular earthquakes, floods, fires, epidemics, sabotage, strikes, embargoes or international blockades, acts of war or terrorism, riots and governmental or administrative injunctions.

Each Party will notify the Coordinator of any Force Majeure in writing without undue delay. The Coordinator shall bring the matter to the attention of the Steering Committee.

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 General Assembly on proposal by the Steering Committee.

## **Section 6. Governance structure**

### **6.1 General structure**

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

- General Assembly: the ultimate decision-making body of the consortium, cf. section 6.3.1
- Steering Committee: the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly, cf. section 6.3.2

In addition to the Consortium Bodies the governance structure consists of:

- Coordinator: the legal entity acting as the intermediary between the Parties and the Funding Authority.
- Vice Coordinator: the legal entity supporting the Coordinator in overall project coordination and as Demo Coordinator responsible for overall demo area coordination and implementation
- Project Management Office: Administrative project support team of the Coordinator
- Work Package Leaders, Deputy Work Package Leaders and Task leaders: management and coordination of Work Packages and Tasks, respectively

- Demo Leaders: Responsible for managing and coordinating their demo area activities
- Advisory Board: Project advisory body

## 6.2 General operational procedures for all Consortium Bodies

### 6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member") should be represented at any meeting of such Consortium Body and may appoint a substitute or a proxy to attend and vote at any meeting and shall participate in a cooperative manner in the meetings.

### 6.2.2 Preparation and organisation of meetings

The chairperson of the respective Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
<b>General Assembly</b>	Months M1-2, M16, M34, M46	At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly
<b>Steering Committee</b>	Monthly	At any time upon written request of any Member of the Steering Committee

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
<b>General Assembly</b>	45 calendar days	15 calendar days
<b>Steering Committee</b>	14 calendar days	7 calendar days

The chairperson of the respective 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.

	Ordinary meeting	Extraordinary meeting
<b>General Assembly</b>	21 calendar days	10 calendar days
<b>Steering Committee</b>	7 calendar days	5 calendar days

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

	Ordinary meeting	Extraordinary meeting
<b>General Assembly</b>	14 calendar days	7 calendar days
<b>Steering Committee</b>	4 calendar days	3 calendar days

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

Meetings of a Consortium Body may also be held by teleconference or other telecommunication means or in mixed configurations.

### **6.2.3 Voting rules and quorum**

Each Consortium Body shall not deliberate and decide validly unless at least two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting, which shall be entitled to decide even if less than the quorum of Members are present or represented.

Each Member of a Consortium Body present or represented in the meeting shall have one vote.

A Party which the General Assembly has declared according to Section 4.2 to be a defaulting Party may not vote or participate in any further Consortium Body decision-making following the declaration of default.

Decisions shall be taken by a two-thirds (2/3) majority of the votes cast except in the following instance which require the unanimous vote of the General Assembly:

- Entry of a new entity to the Project and approval of the settlement on the conditions of the accession to the Project, including the Grant Agreement and Consortium Agreement, of such new entity.

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see above) of all Members of that Consortium Body. Such document shall include the deadline for responses.

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

#### **6.2.4 Veto rights**

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision. Such veto shall be duly justified by the vetoing Member.

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

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.

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

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

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

#### **6.2.5 Minutes of meetings**

The chairperson of a Consortium Body is responsible for providing written minutes of each meeting which shall be the formal record of all decisions taken. The draft minutes shall be sent to all Members of the respective Consortium Body within 15 calendar days of the meeting.

The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member of the respective Consortium Body has sent an objection in writing to the chairperson with respect to the accuracy of the draft minutes.

The accepted minutes shall be sent to all the Parties and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

### **6.3 Specific operational procedures for the Consortium Bodies**

#### **6.3.1 General Assembly**

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

#### **6.3.1.1 Members**

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2 of this Consortium Agreement.

#### **6.3.1.2 Decisions**

The General Assembly is the ultimate decision-making body of the consortium and shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The Coordinator, and in its absence the Vice Coordinator, shall chair all meetings of the General Assembly. The General Assembly can decide to appoint a different chair.

The Parties agree to abide by all decisions of the General Assembly validly taken. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

All proposals made by the Steering Committee shall be considered and decided upon by the General Assembly.

The General Assembly will be responsible for the strategic and political orientation of the Project: overall direction of all activities and re-orientation whenever necessary, budget revision, incorporation of new Beneficiaries, measures towards defaulting partners. It will also decide on the approach for the science-policy-public-practice interface.

The General Assembly shall also facilitate dialogue and the amicable settlement of disagreements relating to Access Rights, Dissemination, Joint Ownership and Intellectual Property Rights. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

The following decisions shall be taken by the General Assembly:

##### 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
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background included) according to section 9.1. below
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified Affiliated Entities)



### Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement
- Appoint Members to the Advisory Board
- Yearly appointment of Demo Leaders as Observers to the Steering Committee

### **6.3.2 Steering Committee**

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

#### **6.3.2.1 *Members***

The Steering Committee is composed of the Coordinator, the Vice Coordinator and the Work Package Leaders.

#### **6.3.2.2 *Observers***

Three Demo Leaders, who rotate annually as decided by the General Assembly, will take part in the meetings of the Steering Committee as observers.

The Steering Committee can as necessary also invite other partners as observers to its meetings, most notably the Deputy Work Package Leaders.

#### **6.3.2.3 *Meetings***

The Steering Committee meetings will be virtual unless otherwise decided.

The Coordinator , and in its absence the Vice Coordinator, shall chair all meetings of the Steering Committee. The Steering Committee can decide to appoint a different chair by a majority of at least two-thirds.

#### **6.3.2.4 Tasks**

The Steering Committee will take operational decisions regarding the management and monitoring of progress of the Project. The Steering Committee shall, in addition to what has been stated elsewhere in the Consortium Agreement:

- Propose decisions to the General Assembly
- Manage the Project by addressing the work plan, including milestones and deliverables, allocating tasks and monitoring impacts
- Ensure a final quality control for all deliverables
- Identify and address risks, problems or delays arising in the Project, draft contingency plans and survey ethical and gender issues
- Propose budgetary adjustments, subject to decision of the General Assembly and the process for changes to the Grant Agreement
- Establish and oversee all Project communication and dissemination activities
- Collect information at least every six (6) months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly

In case of abolished tasks as a result of a decision of the General Assembly, the Steering Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

The Steering Committee shall seek consensus among its Members.

#### **6.4 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 Consortium Agreement. It promotes and supervises the overall technical and scientific activities of the Project.

In particular, the Coordinator shall be responsible for:

- Chairing the Steering Committee and the General Assembly and taking all actions to enable proper execution of the decisions made by these bodies

- Ensuring smooth operation of the Project: work plan maintenance; monitoring Project progress towards deliverables, milestones, and risk assessment; analysing results, problems and consequences for future research
- Coordinating the writing of periodic reports on progress of the Project and the Parties activities;
- Submitting all required progress reports, deliverables and financial statements to the Funding Authority by the agreed deadline;
- Communicating all information in connection with the Project to the Funding Authority
- Administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- Keeping the address lists related to the governance structure updated and available
- Chairing the Advisory Board
- 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.
- Arranging any necessary amendments, decided upon by the General Assembly, to the Grant Agreement with the Funding Authority

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.

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

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.

## **6.5 Vice Coordinator**

The Vice Coordinator is supporting the Coordinator in the overall coordination of the Project, most notably by:

- Supporting and advising the Coordinator in the strategic and operational coordination of the Project
- As the Demo Coordinator (Work Package 7 Leader), being responsible for the overall coordination of the 12 demo areas and coordination of demo areas with the other Work Packages

## **6.6 Project Management Office**

The Project Management Office shall be appointed by the Coordinator and will consist of:

- Project manager
- Other staff from the Coordinator

The Project Management Office will support the General Assembly, the Steering Committee and the Coordinator, most notably by:

- Monitoring project development and implementation of the decisions of the Steering Committee and the General Assembly
- Setting up project administrative procedures and reporting to the Funding Authority
- Conducting day-to-day project financial, administrative and contractual management
- Preparing and facilitating decision making of Steering Committee, General Assembly and Advisory Board meetings, including prepare minutes

## **6.7 Work Package Leaders**

Work Package Leaders take decisions related to work package (WP) coordination and WP technical implementation and will have the following responsibilities:

- Day-to-day management and technical and strategic coordination of their respective WP
- Provide information (deliverables, progress, statement of expenditure) to the Project Management Office
- Report Work Package progress and critical issues to the Coordinator and the Steering Committee
- Design their respective detailed Work Package work plan
- Ensure timely and high-quality delivery of milestones and deliverables
- Communicate and collaborate with other Work Package Leaders
- Prepare reports for the Funding Authority, as well as monitoring reports for the Steering Committee

Each Work Package Leader has at least one deputy who substitutes the Work Package Leader in case of unavailability and supports the Work Package Leader when necessary.

## **6.8 Task Leaders**

Task Leaders will have the following responsibilities:

- Responsible for the assigned tasks and deliverables, including technical decisions relating directly to task implementation
- Support the Work Package Leaders in all project management aspects

## **6.9 Demo Leaders**

Demo Leaders (cf. section 6.3.2.2) are responsible for managing and coordinating their demo area activities across demo partners, incl. contacts to stakeholders and landowners.

The Demo Coordinator and the Demo Leaders have at least bi-monthly video meetings, after which the Demo Coordinator informs the Coordinator and the Steering Committee on progress.

## **6.10 Advisory Board**

The Advisory Board will act as an external advisory body to the Project, especially by:

- Critically reviewing the progress and main results of the Project
- Advising on stakeholder, end-user or other concerns that may influence the project objectives, methodologies, and expected impacts
- Proposing changes to the direction of the Project in line with stakeholder/end-user priorities for maximizing project impacts
- Supporting and extending the dissemination of the Project results
- Contributing to strengthening links with complementary European and/or international initiatives

Stakeholders on the Advisory Board will be invited to a series of Advisory Board meetings (typically annually and in case special strategic advice is needed) to provide input to and feedback on the implementation of the Project. Outcomes of the Advisory Board meetings will be presented to the Steering Committee in short reports to be discussed in the following General Assembly meeting.

Meetings of the Advisory Board are called and chaired by the Coordinator.

The Coordinator shall arrange for written minutes of each meeting, which shall be shared with the Parties.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each Advisory Board member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier.

## **Section 7. 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.

The transfer of funds shall be made by the Coordinator in Euro currency to the Parties. Each party shall pay its own bank transfer costs.

#### **7.1.2 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.

#### **7.1.3 Funding Principles**

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs 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 unless the final distribution of funds based on accepted eligible costs allows otherwise.

#### **7.1.4 Return of excess payments; receipts**

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

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.

#### **7.1.5 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 expended eligible costs 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 incurred by the other Parties in order to perform its and their tasks.

## **7.2 Budgeting**

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

## **7.3 Payments**

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 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.

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following: Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority within 30 calendar days of receipt by the Coordinator from the Funding Authority and in conformity with the provisions of the Grant Agreement. Costs 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 also entitled to recover any payments already paid to a Defaulting Party except the amount of contribution accepted by the Funding Authority. The Coordinator, acting reasonably at all times, is equally entitled to withhold payments to any Party in accordance with the provisions of the Grant Agreement.

## **Section 8. 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:

Unless otherwise agreed in a Joint Ownership Management Agreement:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities and educational purposes 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.

The joint owners shall agree on all protection measures and the division of related cost in advance.

## **8.3 Transfer of Results**

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

Any Party 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, inform the other Parties of such transfer and shall 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 General Assembly.

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.

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 8.4 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 one (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 dissemination of any own Result shall be given to the other Parties at least 30 calendar days before the dissemination (including submission for publication) together with sufficient information on the Result it will disseminate for the other Parties to ascertain whether an objection would be justified. Any objection to the dissemination shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 21 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the dissemination is permitted.

Short news items for the Project website, blog and online social network contributions, do not require prior notice to the extent that:

- their dissemination follows what has been agreed as part of Project Work Package 2, or
- the Result to which it refers has been published in a scientific journal.

An objection is justified if:

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

The objection has to include, to the extent possible, a precise request for necessary modifications.

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. In case the publication includes Confidential Information of the objecting Party, the Confidential Information shall be deleted, and the publishing Party shall revise the publication to prevent undesired disclosure of the objecting Party's Confidential Information.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After this 90 calendar days the publication is permitted provided that, if applicable, the Confidential Information of the objecting Party has been removed from the Publication.

#### **8.4.2 Dissemination of another Party's unpublished Results or Background**

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

#### **8.4.3 Cooperation obligations**

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

#### **8.4.4 Use of names, logos or trademarks**

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

#### **8.5 Exclusive licenses**

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within 45 calendar days of the request. For the avoidance of doubt a lack of response does not constitute waiver by a Party.

### **Section 9. Access Rights**

#### **9.1 Background included**

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

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

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

#### **9.2 General Principles**

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

Any Access Rights granted 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, if not otherwise agreed in writing by the Parties concerned.

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

All requests for Access Rights shall be made in writing.

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

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

### **9.3 Access Rights for implementation**

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

### **9.4 Access Rights for Exploitation**

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

Access rights to Results for internal non-commercial research activities and for teaching activities shall be granted on a royalty-free basis provided that no Results shall be accessed by or transferred or licensed to any third party without the owning Party's consent.

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 and upon written bilateral agreement.

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.2, 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 only if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

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. Such agreement should also contain the time period for which the Access Rights are granted.

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 regarding 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 Defaulting Party***

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

#### **9.7.2.2 *Access Rights granted to a 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.

### **9.7.2.3 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.

The Parties are aware that where open source software is used for the implementation of the Project, the resulting software may be subject to open source licenses.

## **Section 10. Non-disclosure of information**

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

confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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

**10.4** 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** 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** 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** 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.

## **Section 11. Miscellaneous**

### **11.1 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and

- **Attachment 1** (Background included)
- **Attachment 2** (Accession document)
- **Attachment 3** (List of Third Parties for simplified transfer)
- **Attachment 4** (Identified Affiliated Entities)

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

### **11.3 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, 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.

#### **Other communication:**

Other communication between the Parties may also be effected by other means such as e-mail 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 written approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed by duly authorized signatories of 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 or regulation 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.

Notwithstanding the foregoing, for European Forest Institute this Consortium Agreement is governed by the general principles governing the law of international organisations and the rules of general international law.

#### **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 Consortium Agreement and any subsequent amendments of this Consortium Agreement, 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, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a



Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

#### **11.9 Privileges and immunities**

Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to the European Forest Institute, by its constituent documents or international law.

### **Section 12.           Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages.

## **Consortium agreement**

**SUPERB: Systemic solutions for upscaling of urgent ecosystem restoration for forest-related biodiversity and ecosystem services**

## **Signature page**

### **1. EUROPEAN FOREST INSTITUTE (EFI)**

Name: Dr. Robert Mavsar

Title: Deputy Director

Date: 26 october 2021 |

## **Consortium agreement**

**SUPERB: Systemic solutions for upscaling of urgent ecosystem restoration for forest-related biodiversity and ecosystem services**

**Signature page**

## **2. STICHTING WAGENINGEN RESEARCH, WAGENINGEN ENVIRONMENTAL RESEARCH (WR)**

Name: Dr. J.A. de Vos

Title: Managing Director

Date: 26 October 2021 |

## **Consortium agreement**

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### **3. PROSPEX INSTITUTE (PI)**

Name: Dr. Marc Gramberger

Title: Member of the Board of Directors

Date: 20. Oktober 2021 |

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**Signature page**

**4. ALBERT-LUDWIGS UNIVERSITY FREIBURG (ALUFR)**

Name: Christian Jäger

Title: Head of EU Office

Date: 15. Oktober 2021 |

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**Signature page**

**5. AUSTRIAN RESEARCH CENTRE FOR FORESTS (BFW)**

Name: Dr. Peter Mayer

Title: Managing Director BFW

Date: 18. Oktober 2021 |

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**Signature page**

**6. BANGOR UNIVERSITY (UBANGOR)**

Name: Mr. Ben Davies

Title: Head of Research Accounts

Date: 05 November 2021 |

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**7. SWISS FEDERAL INSTITUTE FOR FOREST, SNOW AND LANDSCAPE RESEARCH (WSL)**

Name: Christoph Hegg

Title: Dr, Deputy Director

Date: 15. Oktober 2021 |



## **Consortium agreement**

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## **8. UNIVERSITY OF COPENHAGEN (UCPH)**

Name: Poul Petersen

Title: Senior Executive EU Liaison Officer

Date: 25 October 2021 |

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**Signature page**

**9. NATIONAL RESEARCH INSTITUTE FOR AGRICULTURE, FOOD AND ENVIRONMENT (INRAE)**

Name: Mr. Olivier Lavialle

Title: President of the INRAE Bordeaux - Nouvelle Aquitaine

Cent Date: 29 octobre 2021 |

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**10. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS, M.P. (CSIC)**

Name: Dr. Maria Ángeles Gómez Borrego

Title: Vice-president for International Affairs

18 de octubre de 2021 |

Date:

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## **11. EIDGENÖSSISCHE TECHNISCHE HOCHSCHULE ZÜRICH (ETHZ)**

Name: Dr. Detlef Günther

Title: Vice President for Research

Date: 01 November 2021 |

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**Signature page**

## **12. LAND LIFE COMPANY (LANDLIFE)**

Name: Dr. Tjeerd Anema

Title: CEO

Date: 20 October 2021 |

## **Consortium agreement**

**SUPERB: Systemic solutions for upscaling of urgent ecosystem restoration for forest-related biodiversity and ecosystem services**

**Signature page**

### **13. SWEDISH UNIVERSITY OF AGRICULTURAL SCIENCES (SLU)**

Name: Prof. Göran Ericsson

Title: Head of the department of Wildlife, Fish and Environmental

Studies Date: 15 oktober 2021 |

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**14. FOREST SCIENCES CENTER OF CATALONIA (CTFC)**

Name: Dr. Antoni Trasobares Rodríguez

Title: Director

Date: 03 November 2021 |

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**Signature page**

**15. UNIVERSITY OF KENT (UOK)**

Name: Dr. Jane Benstead

Title: Grants & Contracts Manager

Date: 15 October 2021 |



## **Consortium agreement**

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**Signature page**

## **16. CROATIAN FOREST RESEARCH INSTITUTE (CFRI)**

Name: Doc.Dr. Sanja Perić

Title: Director

Date: 26 listopada 2021 |

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## **Signature page**

### **17. KATHOLIEKE UNIVERSITEIT LEUVEN (KULEUVEN)**

Name: Elke Lammertyn

Title: Head of European and International

Projects Date: 18 October 2021 |

Name: Paul Van Dun

Title: General Manager

Date: 18 October 2021 |

For Internal approval:

Prof. Karen Vancampenhout

19 October 2021 |

Prof. Bart Muys

19 October 2021 |

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**18. UNIVERSITY OF FLORENCE (UNIFL)**

Name: Prof. Simone Orlandini

Title: Director of the DAGRI Department

Date: 20 ottobre 2021 |

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**Signature page**

**19. KING'S COLLEGE LONDON (KCL)**

Name: Ms Rasangika Pelpola-Aladekomo

Title: Senior Research Funding Associate

Date: 15 October 2021 |

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**20. UNIVERSITÀ DEGLI STUDI DI MILANO (UNIMI)**

Name: Prof. Elio Maria Franzini

Title: Rector

Date: 20 October 2021 |

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**Signature page**

### **21. BOSGROEP ZUID (BOSGROEP)**

Name: Arno Neijts

Title: Director

Date: 25 oktober 2021 |

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## **22. CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE (CZU)**

Name: prof. Ing. Petr Sklenička, CSc.

Title: Rector

Date: 20 října 2021 |

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## **23. FOREST RESEARCH (FR)**

Name: Mr. Meirion Nelson

Title: Finance Director

Date: 15 October 2021 |



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**24. UNIVERSITY OF NOVI SAD, INSTITUTE OF LOWLAND FORESTRY AND ENVIRONMENT (ILFE)**

Name: Prof. Dr. Saša Orlović

Title: Director

Date: 19 October 2021 |

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## **25. CESEFOR (CESEFOR)**

Name: Mr. Pablo Sabin

Title: Director

Date:

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## **26. UNIVERSITY OF BELGRADE (UBELG)**

Name: Full Professor Mirjana Šijačić-Nikolić

Title: Vice-Dean

Date: 18 October 2021 |

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**27. UNIVERSITY OF LANCASTER (ULAN)**

Name: Mark Reynolds

Title: Contracts Manager

Date: 15 October 2021 |

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**28. INSTITUT EUROPEEN DE LA FORET CULTIVEE (IEFC)**

Name: Dr. Nicholas McCarthy

Title: President

Date: 15 October 2021 |

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## **29. CARPATHIA (CARPATHIA)**

Name: Mr. Christoph Promberger

Title: Executive Director

Date: 23. Oktober 2021 |

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**30. UNIVERSITY OF MOLISE (UNIMOL)**

Name: Prof. Luca Brunese

Title: Rector

Date: 03 novembre 2021 |

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**31. COUNTY ADMINISTRATIVE BOARD OF VÄSTERBOTTEN (V-J) FOR VINDELÄLVEN-  
JUHTTÁTAHKKA UNESCO BIOSPHERE RESERVE**

22 oktober 2021 |

Name: Mr. Lars Lustig Title: Vice Governor of county

Date:  
Administrative Board of Västerbotten



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### **32. LANDESBETRIEB WALD UND HOLZ NRW (LBWH)**

Signed by Mr. Schwarz on behalf of  
Mr. Wiebe, as agreed on 26.10.2021

Name: Mr. Andreas Wiebe

Title: Head of the State Office

Date: 27. oktober 2021 |

## **Consortium agreement**

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### **33. ALLIANCE FORÊTS BOIS (AFB)**

Name: Loïc Cotten

Title: Head of the Direction du

Developpement Date: 25 octobre 2021 |

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**34. PARCO NORD MILANO (PNM)**

Name: Mr. Riccardo Gini

Title: Director

Date: 18 ottobre 2021 |

## **Consortium agreement**

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### **35. JUNTA DE CASTILLA Y LEÓN (JCyL)**

Name: José Ángel Arranz Sanz

Title: General Director

Date: 04 de noviembre de 2021 |

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**36. DANISH NATURE AGENCY (DNA)**

Name: Mads Jensen

Title: Kontorchef

Date: 02 november 2021 |

## **Attachment 1 : Background included**

### **PARTY 1**

As to European Forest Institute it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of European Forest Institute, 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.

## PARTY 2

As to Stichting Wageningen Research, Wageningen Environmental Research (WR), 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)
EFISCEN-space code and its underlying forest inventory plot data	Transferable to any party after request and acceptance by WR.	Possible, if agreed and made in writing.

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

### **PARTY 3**

As to Prospex Institute vzw, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Prospex Institute vzw, 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.



#### **PARTY 4**

As to Albert-Ludwigs-University of Freiburg, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Albert-Ludwigs-University of Freiburg 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.

## PARTY 5

As to the Austrian Research Centre for Forest BFW (Bundesforschungs- und Ausbildungszentrum für Wald, Naturgefahren und Landschaft), 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)
SUSTREE Database, SUSTREE provenance transfer models and SUSTREE Tools, including the webplatform <a href="http://www.seed4forest.org">www.seed4forest.org</a>	Transferable to any party after request and acceptance by BFW.	Possible, if agreed and made in writing.

## **PARTY 6**

As to Bangor University, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Bangor University, 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.

## PARTY 7

As to Swiss Federal Institute for Forest, Snow and Landscape Research (WSL), 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)
WaMos (Swiss sociocultural forest monitoring), this monitoring instrument with an extensive set of items to assess a.o. the attitudes of the public towards forest and forest development might be used within SUPERB (use of single items developed in WaMos project by WSL and co-financed by WSL and FOEN)	Use of single items within SUPERB is legitimate under the condition that WaMos is cited. The parties using the items/indicators should ask WSL for the correct citation of the project and the indicators used.	Use of single items within SUPERB is legitimate under the condition that WaMos is cited. The parties using the items/indicators should ask WSL for the correct citation of the project and the indicators used.
NFI (Swiss National Forest Inventory): comprehensive set of physical indicators and the combination and aggregation of physical indicators to measure the forest development.	Use of physical indicators and the combination and aggregation of physical indicators within SUPERB is legitimate under the condition that NFI is cited.  Under <a href="https://www.lfi.ch/publikationen/publikation-en.php">https://www.lfi.ch/publikationen/publikation-en.php</a> there are different reports that might be relevant for citation in SUPERB.	Use of physical indicators and the combination and aggregation of physical indicators within SUPERB is legitimate under the condition that NFI is cited.  Under <a href="https://www.lfi.ch/publikationen/publikation-en.php">https://www.lfi.ch/publikationen/publikation-en.php</a> there are different reports that might be relevant for citation in SUPERB.
WML (WML: WaMos meets NFI), in WML physical indicators of NFI have been linked to socio-cultural indicators of WaMos especially regarding forest	Use of single items or combination of physical indicators and socio-cultural indicators within SUPERB is legitimate under the condition that WML is cited. The parties	Use of single items within SUPERB is legitimate under the condition that Labes is cited. The parties using the items/indicators should ask WSL for the correct citation of

recreation that might be used within SUPERB	using the indicators should ask WSL for the correct citation of the project and the indicators used.	the project and the indicators used.
Labes (Swiss landscape monitoring), this is a monitoring instrument with an extensive set of items to assess a.o. the attitudes of the public towards landscape and landscape changes and might be used within SUPERB (use of single items developed in Labes project by WSL and co-financed by WSL and FOEN)	Use of single items within SUPERB is legitimate under the condition that Labes is cited. The parties using the items/indicators should ask WSL for the correct citation of the project and the indicators used.	Use of single items within SUPERB is legitimate under the condition that Labes is cited. The parties using the items/indicators should ask WSL for the correct citation of the project and the indicators used.

## **PARTY 8**

As to UCPH, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UCPH, 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.

## **PARTY 9**

As to INRAE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of INRAE, 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.

## **PARTY 10**

As to CSIC, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CSIC, 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.



## **PARTY 11**

As to Eidgenössische Technische Hochschule Zürich (ETHZ), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Eidgenössische Technische Hochschule Zürich, 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.

## **PARTY 12**

As to Landlife, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Landlife, 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.

## **PARTY 13**

As to SLU, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **SLU**, 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.

#### **PARTY 14**

As to the CTFC, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **CTFC**, 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.

## **PARTY 15**

As to the University of Kent, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITY OF KENT, 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.

**PARTY 16**

As to CFRI, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CFRI, 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.

## **PARTY 17**

As to KULEUVEN, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of KULEUVEN, 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.

## **PARTY 18**

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

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



## **PARTY 19**

As to KCL, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of KCL, 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.

## **PARTY 20**

As to Università Degli Studi Di Milano, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Università Degli Studi Di Milano, 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.

## **PARTY 21**

As to Bosgroep, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Bosgroep, 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.

## **PARTY 22**

As to CZU, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CZU, 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.

## **PARTY 23**

As to FR, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FR, 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.

## **PARTY 24**

As to ILFE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ILFE, 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.

## **PARTY 25**

As to CeseFor , it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CeseFor, 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.

## **PARTY 26**

As to UBELG, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UBELG, 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.



## **PARTY 27**

As to ULAN, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ULAN, 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.

## **PARTY 28**

As to IEFC, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of IEFC, 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.

**PARTY 29**

As to Carpathia, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Carpathia, 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.

**PARTY 30**

As to UNIMOL, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIMOL, 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.

## **PARTY 31**

As to V-J, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of V-J, 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.

## **PARTY 32**

As to LBWH, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of LBWH, 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.

## **PARTY 33**

As to ALLIANCE FORETS BOIS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ALLIANCE FORETS BOIS, 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.

#### **PARTY 34**

As to Parco Nord Milano, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Parco Nord Milano, 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.



## **PARTY 35**

As to JCyL, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of JCyL, 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.

## **PARTY 36**

As to DNA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of DNA, 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

of a new Party to

SUPERB Consortium Agreement, version [..., YYYY-MM-DD]

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

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

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

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

This Accession document has been done in two 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**

Lancaster University Business Enterprises Limited (LUBEL) a wholly owned subsidiary company of Lancaster University registered in England and Wales under number 968581, whose registered office is at University House, Bailrigg, Lancaster, LA1 4YW.

#### **Attachment 4 : Identified Affiliated Entities**

Lancaster University Business Enterprises Limited (LUBEL) a wholly owned subsidiary company of Lancaster University registered in England and Wales under number 968581, whose registered office is at University House, Bailrigg, Lancaster, LA1 4YW.