

Attachment 9: Declaration of Honour Form by Linked Third Parties - EURAD Consortium agreement

I, the undersigned, representing the following entity:

The Institute of Geonics of the Czech Academy of Sciences
Studentská 1768/9
708 00 Ostrava-Poruba
Czech Republic

linked to [RAWRA/SURAO]

hereby certify

that my Organisation, as Linked Third Party is aware of the following obligations and conditions, as set out in the Consortium Agreement of EURAD (Annex A) and that my Organisation as Linked Third Party has committed to comply with toward its Beneficiary :

- **Termination of a Beneficiary** extends to its Linked Third Party if any (Section 4.2 of the Consortium Agreement);
- **Prefinancing, interim and final payments** shall be transferred to Linked Third Parties by the Beneficiary they are linked to after it has received it from the Coordinator (Section 7 of the Consortium Agreement);
- **Ownership of Results** - Rights of the Linked Third Parties are governed by Grant Agreement Article 26.3 (Section 8.1 of the Consortium Agreement);
- **Dissemination of own Results** - During the Action and for a period of 1 year after the end of the Action, the dissemination of own Results by one or several Parties and/or Linked Third Parties including but not restricted to publications and presentations, shall be governed by the plan for dissemination of Results to be approved by the General Assembly and to be delivered as part the Dissemination Strategy - Deliverable 1.6 (Section 8.4.1 of the Consortium Agreement);
- **Dissemination of another Party's unpublished Results or Background** - A Party/Linked Third Party shall not include in any dissemination activity another Party/Linked Third Party's unpublished Results or Background without obtaining the owning Party/Linked Third Party's prior written approval (Section 8.4.2 of the Consortium Agreement);
- **Cooperation obligations** - The Parties and Linked Third 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 (Section 8.4.3 of the Consortium Agreement);
- **Access Rights for implementation** - Access Rights to Results and Background Needed for the performance of the own work of a Party under the Action shall be granted on a royalty-free basis for the duration of the Action, unless otherwise agreed for Background in Attachment 1. Such Access Rights shall also be granted to Linked Third Parties directly in charge of performing any work under the Action as stated in Annex 1

of the Grant Agreement if so requested by the respective Party it is related to (section 9.3 of the Consortium Agreement);

– **Additional Access Rights**

- In addition to the Access Right mentioned under 9.3, Linked Third Parties shall enjoy all other Access Rights as Parties. However, Access Rights may be refused to Linked Third Parties, provided this does not prevent the Linked Third Party from implementing its tasks (Section 9.6.1 of the Consortium Agreement);
- Linked Third Parties who obtain Access Rights must fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if were Parties (Section 9.6.3 of the Consortium Agreement);
- Access Rights granted to any Linked Third Parties are subject to the continuation of the Access Rights of the Party to which it is linked, and shall automatically terminate upon termination of the Access Rights granted to such Party. Upon cessation of the status as a Linked Third Party, any Access Rights granted to such former Linked Third Party shall lapse. Further arrangements with Linked Third Parties may be negotiated in separate agreements (Section 9.6.5 of the Consortium Agreement);


- **Non-disclosure of information** - Linked Third Parties who obtain Access Rights must fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement (Article 36) and the Consortium Agreement as if such Linked Third Parties were Parties. (Section 10 of the Consortium Agreement).

and that my Organisation, as Linked Third Party, commits to comply with all the obligations and conditions set in the Grant Agreement Articles 6, 14, 18, 20, 35, 36 and 38 and assures that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 towards my Organisation.

Annex A: Consortium Agreement Version [17/09/2019]

SIGNATURE

For the Linked Third Party:


Dr. Josef Foldyna, Director



2019-10-04