
PROJECT CONSORTIUM AGREEMENT

H2020-ECSEL-2020-2-RIA-TWO-STAGE INITIATIVE

101007311-2 - IMOCO4.E

BETWEEN:

SIOUX TECHNOLOGIES B.V.

the “Coordinator”

ZAPADOCESKA UNIVERZITA V PLZNI

VYSOKE UCENI TECHNICKE V BRNE

FUNDACIÓN TEKNIKER

FAGOR AOTEK S. COOP

INFORMATION TECHNOLOGY FOR MARKET LEADERSHIP

UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK

GEFRAN DRIVES AND MOTION SRL

SEVEN SOLUTIONS SL

UNIVERSIDAD DE GRANADA

INTRASOFT INTERNATIONAL

REX CONTROLS SRO

EMDALO TECHNOLOGIES LIMITED

ANALOG DEVICES INTERNATIONAL UNLIMITED COMPANY

UNIVERSITA DEGLI STUDI DI BRESCIA

UNIVERSITA DEGLI STUDI DI MODENA E REGGIO EMILIA

EVIDENCE SRL

ELEKTRONIKAS UN DATORZINATNU INSTITUTS

UNIVERSITA DEGLI STUDI DI SASSARI

REDEN B.V.

TECHNISCHE UNIVERSITEIT EINDHOVEN

ELECTROMAGNETIC COMPATIBILITY MCC B.V.

NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK TNO

PHILIPS MEDICAL SYSTEMS NEDERLAND B.V.

LABORATORIO IBERICO INTERNACIONAL DE NANOTECNOLOGIA

EDILASIO CARREIRA DA SILVA LDA

HAHN-SCHICKARD-GESELLSCHAFT FUER ANGEWANDTE FORSCHUNG E.v.

DIGITALTWIN TECHNOLOGY GMBH

NUROMEDIA GMBH

IMST GMBH

STILL GMBH

ITEC B.V.

SYSTEM-ON-CHIP ENGINEERING SL

PHILIPS CONSUMER LIFESTYLE B.V.

TEKNOLOGIAN TUTKIMUSKESKUS VTT OY

CENTRO DI RICERCA E INNOVAZIONE TECNOLOGICA SRL

G.N.T. SYSTIMATA PLIROFORIKIS AE

SIEMENS INDUSTRY SOFTWARE SRL

CYBERTRON TECH GMBH

FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V.

AS MADARA COSMETICS

NORMET OY

EXERTUS OY

SEMI EUROPE GMBH

PHILIPS ELECTRONICS NEDERLAND B.V.

TECHBOARD GROUP SRL

hereinafter, jointly or individually, referred to as “Parties” or “Party”
relating to the research project entitled:

Intelligent Motion Control under Industry4.E

in short:

IMOCO4.E

hereinafter referred to as the “**Action**”

WHEREAS

- The ECSEL Joint Undertaking is a partnership between the private and the public sectors for electronic components and systems. It is established within the meaning of Article 187 of the Treaty on the Functioning of the European Union for the implementation of the Joint Technology Initiative on 'Electronic Components and Systems for European Leadership' for a period up to 31 December 2024.
- The ECSEL Joint Undertaking has been established by COUNCIL REGULATION (EU) No 561/2014 of 6 May 2014 (the “**Council Regulation**”). With a view to ECSEL rules for participation and dissemination, Art. 19 of said Regulation stipulates that Regulation (EU) No 1290/2013 shall apply to the actions funded by the ECSEL Joint Undertaking.
- Consequently, this Project Consortium Agreement is based upon REGULATION (EU) No 561/2014 establishing the ECSEL Joint Undertaking in connection with 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 “**the Rules**”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is concluded on [Action start date, (hereinafter referred to as the “**Effective Date**”).
- The Parties have submitted a proposal for the Action to the ECSEL Joint Undertaking acting as the Funding Authority.
- The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Rules, as well as of the specific Grant Agreement to be signed by the Parties and the Funding Authority (hereinafter “**Grant Agreement**”).

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

IT IS NOW 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 or, in the Grant Agreement (GA) including its Annexes.

1.2 Additional Definitions

Access Rights means rights to use for implementation of the Action and/or to Exploit Results or Background under the terms and conditions laid down in the Rules, the Grant Agreement and this PCA.

Accession Date means the date of the signature of the Declaration of Accession by a new Party joining the Action in accordance with the provisions of the GA and this PCA.

Action Plan means the description of the Action and the related estimated costs as first defined in Annex 1 of the GA.

Action Share means, for each Party, that Party's share of the total cost of the Action as initially set out in the GA, unless otherwise agreed by all Parties.

An **Affiliated Entity** of a Party means:

- (a) any legal entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts; and
- (b) any other Legal Entity that is listed in Attachment 4 to this PCA as being an Affiliated Entity of that Party, where such Legal Entity is one in which that Party (or a Legal Entity qualifying as an Affiliated Entity of that Party under (a) directly above) has a 50% equity share or is the single largest equity shareholder.

For the above purposes, "**Control**" of any Legal Entity shall exist through the direct or indirect:

- ownership of more than 50% of the nominal value of the issued share capital of the Legal Entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or
- right by any other means to elect or appoint directors of the Legal Entity (or persons performing similar functions) who have a majority vote.

Common Control through government does not, in itself, create Affiliated Entity status.

Applicable Law means the law applicable to this PCA as determined in Section 11.8 or a mandatory national law applicable to a Party, for the purpose of any specific section of this PCA.

Application Programming Interface or **API** means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

Background means any and all, data, information, know-how and/or IPRs that is/are:

- (i) owned or controlled by a Party prior to the Effective Date; or
- (ii) developed or acquired by a Party independently from the work in the Action even if in parallel with the performance of the Action, but solely to the extent that such data, information, know-how and/or IPRs are introduced into the Action by the owning Party.

Confidential Information has the meaning given in Section 10.1 of this PCA.

Consortium means the Parties to this Project Consortium Agreement at any point in time.

Consortium Bodies means the bodies which are constituted in accordance with Section 6 of this PCA.

Controlled License Terms means terms in any license that require that the use, copying, modification and/or distribution of Software or another copyright work ("**Work**") and/or of any copyright work that is a modified version of or is a derivative work of such Work (in each case, "**Derivative Work**") be subject, in whole or in part, to one or more of the following, but only to the extent such Work or Derivative Work is a Result:

- a) (where the Work or Derivative Work is Software) that the Source Code be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the sake of clarity, terms in any license that merely permit (but do not require any of) these things are not Controlled License Terms.

Coordinator means the Party first mentioned above, which is identified as such.

Council Regulation has the meaning attributed to it in the second preamble.

Declaration of Accession means a declaration, in the form provided for in **Attachment 2** to this PCA, signed by a Party in order to join the Action and this PCA as a Party.

Defaulting Party means a Party which the General Assembly has identified to be in breach of this PCA and/or the GA as specified in Section 4.2 of this PCA.

Dissemination means the public disclosure of the Results by any appropriate means (other than resulting from protecting or exploiting the Results), including by scientific publications in any medium.

Effective Date has the meaning attributed to it in the third preamble.

Executive Board means the Consortium Body established in accordance with Section 6.3.2 of this PCA.

Executive Board Member has the meaning attributed to it in Section 6.3.2.1.

Exploitation or **Exploit** means the direct or indirect use of Results in i) further research or teaching activities other than those covered by the Action, or ii) in developing, creating and marketing a product, or process, or iii) in creating and providing a service, or iv) in standardization activities.

Fair and Reasonable shall have the meaning given to it in the definition of **Fair and Reasonable Conditions** in the GA, namely, expressed in the terminology of this PCA: "appropriate conditions including possible financial terms taking into account the specific circumstances of the request for Access Rights, for example the actual or potential value of the Results or Background to which Access Rights are requested and/or the scope, duration and characteristics of the Exploitation envisaged, as well as the extent to which a Party desiring Access Rights has cooperated in the Action with the Party, granting the Access Right, to their mutual benefit"; and shall include the following understanding: to fall within Fair and Reasonable conditions, the conditions must also be non-discriminatory.

Force Majeure means any one or more events beyond the reasonable control of the relevant Party which occur(s) after the date of signing of this PCA, were not reasonably foreseeable at the time of signing of this PCA, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time and/or resources to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, restrictions or prohibitions due to export or import control laws or regulations, natural

disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

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

General Assembly means the Consortium Body established in accordance with Section 6.3.1 of this PCA.

General Assembly Member means a representative of a Party in the General Assembly.

Grant Agreement or **GA** means the written agreement between the Parties and the ECSEL Joint Undertaking for the carrying out of the Action, including any agreed amendment to such written agreement that may from time to time be in force.

Indirect Utilisation means a third party making or providing, only for the account of and for the use, sale or other disposal by a Party and its Affiliated Entities, products and/or services while making use of Background or Results, provided that the substantial portion of specifications of such products and/or services has been designed by or for such Party and such Affiliated Entities.

Intellectual Property Rights or **IPR(s)** means: patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available, but excluding rights in Confidential Information and/or trade secrets.

Legitimate Interest means a Party's interest of any kind, in particular a commercial interest, that may be claimed in the cases provided for in this PCA such as : (i) for protection the Party must show that failure to take account of its interest would result in its suffering disproportionately great harm, (ii) for Dissemination the Party has to state and show and prove that its legitimate interests in relations to its Results or Background could suffer disproportionately great harm.

Legal Entity means any natural person, or any legal person created and recognised as such under national law, Union law or international law, which has legal personality and which may, acting in its own name, exercise rights and be subject to obligations.

Member means any Party that is a member of a Consortium Body.

National Funding Authority or **NFA** means any public authority of a country, that co-funds one or more of the Parties hereto in the Action, independent from the Funding Authority,

National Grant Agreement means an agreement or other legally binding arrangement, in force and applicable between an NFA and one or more Parties hereto, in which funding for the Action is granted to this Party, or these Parties, by such NFA.

Needed means, in respect of executing or carrying out the Action, and/or in respect of "Exploitation of Results", technically essential and:

- a) where IPRs are concerned, that those IPRs would be infringed without Access Rights being granted under the GA and/or this PCA;
- b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the Action, except as otherwise agreed between the Parties.

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

Project Consortium Agreement or **PCA** means this agreement, including all Annexes attached hereto.

Result(s) shall have the meaning given to it in the Rules, meaning any tangible or intangible output of the Action, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Action as well as any rights attached to them, including Intellectual Property Rights.

Rules has the meaning attributed to it in the third preamble.

Subcontractor means any third party engaged by a Party to carry out any of that Party's tasks in relation to the Action.

Software means a software program being 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.

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

Section 2: Purpose

The purpose of this PCA is to specify with respect to the Action the relationship among the Parties, in particular concerning the organisation of the work in the Action between the Parties, the management of the Action 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

- (a) An entity becomes a Party to this PCA upon signature of this PCA by one or more duly authorised representative(s) of such entity.
- (b) This PCA shall have effect from the Effective Date if all of the Parties referred to on the first page of this Project Consortium Agreement have executed this Project Consortium Agreement.
- (c) After the Effective Date an entity becomes a Party to the PCA, subject to the approval of the General Assembly, upon signature of the Declaration of Accession (Attachment 2) by one or more authorised representative(s) of the new Party and the Coordinator. Such accession shall have effect from the date identified in the Declaration of Accession.

3.2 Duration and termination

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

However, this PCA or the participation of one or more Parties to it may be terminated (a) for a non-Defaulting Party by the Coordinator upon the mutual written consent of the Parties and subject without limitation to Sections 3.3, 4.1, 8, 9.9.2.1 and 10 of this PCA; (b) for a Defaulting Party upon a decision by the General Assembly in accordance with Section 4.2 and 6.3.1.2 subject, and without limitation to, Sections 3.3, 4.2, 8, 9.9.2.2 and 10 of this PCA and (c) by the mutual written consent of all of the Parties on the termination of this PCA for all Parties, on terms to be agreed and subject to consent of the Funding Authority. All terminations are subject to and without prejudice to the necessary consent and rights of the Funding Authority pursuant to the GA.

If the GA:

- is not signed by the Funding Authority or a Party, or
- is terminated,
- or if a Party's participation in the GA is terminated,

then this PCA 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 PCA.

The termination of the participation of a Party shall not affect this PCA for the remaining Parties. The consortium and the Action continue in such case.

3.3 Survival of rights and obligations

All provisions of this PCA which by nature should survive the termination of this PCA shall so survive such termination. This shall include without limitation the provisions relating to Definitions (Section 1), Results (Section 8), Access Rights (Section 9) and Confidentiality (Section 10), for the time period mentioned therein, as well as for Liability (Section 5), Applicable law and Miscellaneous (Section 11), all of this PCA.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination of this PCA, unless otherwise agreed between the General Assembly and the leaving Party.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Action, and to co-operate, perform and fulfil, in a timely manner, all of its obligations under the GA and this PCA as may be reasonably required from it and in a manner of good faith, whether or not as prescribed by Applicable Law.

Each Party undertakes to notify in a timely manner, in accordance with the governance structure of the Action, any significant information, fact, problem or delay likely to affect the Action.

Each Party shall, in a timely manner, 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.

In the event that any of the Parties requests termination of its participation in the Action, the Parties shall use reasonable endeavours to reach agreement on either (a) or (b) below:

- a) reallocation of the requesting Party's work and contribution in order that the aims and objectives of the Action can still be met after the proposed withdrawal, and submitting details of it to the Funding Authority; or
- b) the drafting of a restructured Action Plan and submitting it to the Funding Authority.

4.2 Breach

In the event that a responsible Consortium Body identifies a substantial breach by a Party of its obligations under this PCA or the GA (e.g. the improper implementation of the Action), the Coordinator or, if the Coordinator is the Party in substantial breach of its obligations, a Party appointed by the General Assembly to that purpose, will, unless the breach is not capable of remedy, give formal notice to such Party in breach requiring that such substantial breach must be remedied within 30 calendar days from the date of the notice.

If such substantial breach is not remedied within that period or is not capable of remedy, the General Assembly may decide to (i) declare the Party to be a Defaulting Party and may make reasonable proposals on the consequences thereof which may include termination of its participation in accordance with provisions of Section

6.3.1.2 of this PCA and article 50.2 of the Grant Agreement, or (ii) impose on such Defaulting Party a financial remedy within the limits of Section 5.2.3 of this PCA.

4.3 Involvement of Subcontractors

A Party that involves a Subcontractor in the Action remains liable for carrying out its relevant part of the Action. It shall further be liable to ensure that the involvement of Subcontractor does not affect the rights and obligations of the other Parties under this PCA and the GA. A Party involving a Subcontractor in the execution of the Action, shall ensure, and procure from the Subcontractor concerned, that any Results generated by such Subcontractor in the execution of the Action shall be fully owned by the Party having involved such Subcontractor. Where full ownership of Results generated by such Subcontractor is not possible, due to the Subcontractor itself not fully owning certain parts of such Results, the Party involving the Subcontractor shall procure a transferable and sub-licensable user right in this respect, enabling all the Parties under this PCA to use and/or exploit the components, principles and ideas that are incorporated in said Results, including but not limited to designs, algorithms, documents, etc., without any restrictions, but all subject to the Access Rights granted.

4.4 Access Rights by Affiliated Entities

In case an Affiliated Entity of a Party owns Background or, in accordance with Section 8.3.1, owns Results, the relevant Party shall ensure that such Affiliated Entity will grant Access Rights to such Background or Results to the other Parties, as if it were a Party to this PCA.

Section 5: Liability towards each other

Section 6: Governance structure

6.1 General structure

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

6.1.1 General Assembly as the ultimate decision-making Consortium Body.

6.1.2 Executive Board as the supervisory Consortium Body for the implementation of the Action which shall report to and be accountable to the General Assembly.

The Coordinator is the Legal Entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the GA and this PCA.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

All Members:

- should be represented at any meeting of the General Assembly
- may appoint a substitute through a proxy to attend and vote at any meeting on the Member's behalf; and
- shall participate in a co-operative manner in the meetings.

The composition of the Executive Board shall consist of the following Members:

the representative of the Coordinator together with a representative from each of the following Parties namely:

- Work package leadres of all workpackages.

The Parties shall use reasonable endeavours to maintain their representation in the Executive Board.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body in accordance with the following:

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Executive Board or 1/3 of the General Assembly Members

Executive Board	At least quarterly	At any time upon written request of any Executive Board Member
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6.2.2.2 Notice of a General Assembly meeting

The chairperson of the General Assembly shall give notice in writing of a meeting and provide the agenda for such meeting to each General Assembly Member as soon as possible and no later than 21 calendar days, or if it concerns an extraordinary meeting, 10 calendar days, prior to such meeting.

6.2.2.3 Notice of an Executive Board Meeting

The chairperson of an Executive Board Meeting shall give notice in writing of a meeting and provide the agenda for such meeting to each Executive Board Member as soon as possible and no later than 21 calendar days prior to such meeting.

6.2.2.4 Adding agenda items

Any Member of a membership may, during the meeting, add an item to the original agenda provided all Members of a Consortium Body are present and a majority of two thirds of the Members agree to add such agenda item

6.2.2.5 Decisions without a meeting

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 Section 6.2.3. below) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.6 Other means

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

6.2.3. Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of the Members of that Consortium Body are present or represented by proxy(quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall promptly convene another meeting within 15 calendar days. If in this second meeting the quorum is not reached, then this second meeting shall nevertheless be entitled to decide.

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

6.2.3.3 Defaulting Parties may not vote.

6.2.4 Veto rights

6.2.4.1 A Party which can show that its own work, time for performance, costs, liabilities, Intellectual Property Rights, Access 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.

6.2.4.2 A Party may veto such decision within 15 calendar days after the draft minutes of the meeting have been sent. In case of exercise of veto, the Members of the related Consortium Body shall make every reasonable effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

6.2.4.3 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Consortium or the consequences of them.

6.2.5 Minutes of meetings

6.2.5.1. The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send the draft minutes to all Members within 10 calendar days counting from the date on which the meeting was held, informing the Members within how many days objections to the minutes, if any, must be submitted to the chairperson.

6.2.5.2 Each Member of a Consortium Body that has attended the meeting, shall have the right to request that a factual inaccuracy be corrected. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes. The Coordinator shall provide authenticated duplicates of the minutes to all 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 above, the following rules apply:

6.3.1.1 General Assembly Members

The General Assembly shall consist of representatives of all Parties (each a General Assembly Member).

Each General Assembly Member is authorised to deliberate and vote on all matters listed in Section 6.3.1.2. of this PCA.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.2. Decisions

Decisions in the General Assembly shall be taken by a majority of two-thirds (2/3) of the votes cast, except for accession of a new Party where unanimous vote is required.

The following decisions can only be taken by the General Assembly:

- decide upon any proposal made by the Executive Board for the allocation of the Action's budget in accordance with the GA, and review and propose budget reallocations to the Parties;
- proposals to the Parties for the review and/or amendment of the terms of the GA or this PCA;
- decide upon material changes to the Action Plan;
- decide upon proposals from the Executive Board for the plan for use and the Dissemination of Results;
- proposal to the Parties for modifications or withdrawals to Attachment 1A;
- proposals to the Parties for the accession of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party;
- proposals to the Parties for the withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal;
- identification of a substantial breach by a Party of its obligations under this PCA or the GA;
- declaration, remedies and termination of a Defaulting Party;
- proposals to the Funding Authority for a change of the Coordinator if made a Defaulting Party;
- proposals to the Funding Authority for suspension or termination of all or part of the Action; and
- resolution of any conflict that may arise among the Parties, when such conflict cannot be solved at a lower level;
- approval of major strategic decisions, as prepared by the Executive Board;
- approval of the long-term detailed work plans, as implemented during the progress of the Action;
- the appointment - if necessary - of any vacancy to the Executive Board.

6.3.2. Executive Board

6.3.2.1 Executive Board Members

The Executive Board shall consist of representatives of the Coordinator and of the Parties as agreed under Section 6.2.1 of this PCA (hereinafter referred to as “**Executive Board Members**”). Any changes to the membership of the Executive Board shall be subject to approval by the General Assembly.

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

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The chairperson of the Executive Board shall prepare the meetings, propose decisions and prepare the proposals for the General Assembly according to Section 6.3.1.2 above.

6.3.2.3.2 It shall seek a consensus among the Executive Board Members and shall decide by a simple majority.

6.3.2.3.3 The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Executive Board shall monitor the effective and efficient implementation of the Action.

6.3.2.3.5 In addition, the Executive Board shall collect information at least every 6 months on the progress of the Action, examine that information to assess the compliance of the Action with the Action Plan and, if necessary, propose modifications of the Action Plan to the General Assembly.

6.3.2.3.6 The Executive Board shall:

- make proposals to the General Assembly for allocation of the Action's budget in accordance with the GA, review and propose budget reallocations to the Parties;
- manage the Action;
- propose to the General Assembly procedures and tools for the marking and handling of information exchanged between Parties in the performance of the Action;
- decide upon measures in the framework of controls and audit procedures to ensure the effective day-to-day coordination and monitoring of the progress of the technical work affecting the Action as a whole;
- decide upon the technical roadmaps with regard to the Action;
- propose to the General Assembly the plan for using and disseminating the Results;
- make proposals to the General Assembly that the General Assembly should serve notice on a Defaulting Party and that the General Assembly decide to assign the Defaulting Party's tasks to one or more specific Legal Entity(ies) (preferably chosen from the remaining Parties);
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables; and
- draft and monitor planning of long-term detailed work plans and technical activities;
- prepare adjustments of scientific and technical roadmaps as a result of external developments;
- prepare introduction of new Parties to the General Assembly; and
- prepare and implement the content and timing of press releases and joint publications by the Consortium or proposed by the Funding Authority in respect of the procedures of Article 29 of the Grant Agreement.

In the case of abandoned or revised tasks as a result of a decision of the General Assembly, the Executive Board 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.

6.4. Coordinator

6.4.1 The Coordinator is the Legal Entity acting as the intermediary for efficient and correct communication between the Parties and the Funding Authority and shall, in addition to its responsibilities as a Party, perform all tasks assigned to it as described in the GA and in this PCA.

6.4.2 In particular, the Coordinator shall

- monitor compliance by the Parties with their obligations;
- keep the address list of the Parties and other contact persons updated and available;
- collect, review to verify consistency and submit reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- administer and prepare the minutes and provide these to the chair of the General Assembly and the Executive Board (in respect of providing the chair of the General Assembly and the Executive Board, solely if nothing is decided otherwise in accordance with Sections 6.3.1.1 and/or 6.3.2.1 of this PCA, respectively), and follow-up the decisions of the General Assembly and the Executive Board;
- transmit documents and information connected with the Action to any other Parties concerned;
- administer the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.2 of this PCA;
- verify whether the Parties identified in the GA comply with the requirements to be a Party to the GA in accordance with the GA;
- provide, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims;
- maintain details of approvals given in relation to material that is subject to Controlled Licence Terms; and
- maintain and on request circulate both during and for four years (after the period of the Action set out in Article 3 of the Grant Agreement) a brief annual synopsis of Exploitations as envisaged by Article 28.1 of the Grant Agreement as disclosed by the Parties to the Coordinator when requested by the Coordinator to the Parties.

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

6.4.3 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium.

6.4.4 The Coordinator shall have no other functions unless otherwise agreed upon by the General Assembly.

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

Section 7: Financial provisions

7.1. Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or, to the extent such leaving Party received payments from another

contributor, accepted by that other contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this PCA, upon its termination bear any reasonable and justifiable additional costs occurring, as a consequence of such termination, to the other Parties in order to perform its and their tasks.

7.2. Payments

7.2.1 Payments of funding from the Funding Authority to Parties are the exclusive task 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;
- keep the records and financial accounts relevant for the Funding Authority financial contribution and to inform the Funding Authority of its distribution thereof; and
- undertake to keep the financial contribution to the Action 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.

7.2.2 With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Action 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.

7.2.3 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 will be included in the Action Plan and will be paid to the Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the GA. Costs accepted by the Funding Authority will be paid to the Party concerned. "Without undue delay" means such period as is normally required for the completion of necessary formalities for the transfer of payments. The said period shall commence on the day on which the funding is received from the Funding Authority and may on no account exceed one month.

The Coordinator is entitled to withhold any payments due to a Defaulting Party, or to a beneficiary to the GA that has not yet signed this PCA.

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

Section 8: Results

Section 9: Access Rights

9.1. Background included: "Positive List"

Section 10: Non-disclosure of Confidential 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 Action during its implementation and which has been explicitly marked as “confidential” or “secret” 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 30 calendar days from oral disclosure at the latest as Confidential Information by the Disclosing Party, is “**Confidential Information**”.

10.2 The Recipient hereby undertakes, both during the Action and for a period of 5 years after the end of the Action:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- b) not to disclose Confidential Information to any third party other than its Affiliated Entities and Subcontractors without the prior written consent by the Disclosing Party, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 10;
- c) to apply for the security, protection and secrecy of Confidential Information at least the same degree of care as it applies for the security, protection and secrecy of its own Confidential Information (but in any case shall apply not less than reasonable care); and
- d) to ensure that internal distribution of Confidential Information by a Recipient, its Affiliated Entities and Subcontractors shall take place on a need-to-know basis.;

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

- (a) the Confidential Information has become publicly available by means other than a breach of the Recipient’s confidentiality obligations hereunder;

- (b) the Disclosing Party has informed the Recipient that the Confidential Information is no longer confidential;
- (c) the Confidential Information has been 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;
- (d) the Confidential Information was developed by the Recipient completely independently of any use of such disclosure by the Disclosing Party; or
- (e) the Confidential Information was already known to the Recipient prior to disclosure without any obligation of confidence to the Disclosing Party or
- (f) the Recipient is required to disclose the Confidential Information in order to comply with applicable mandatory Applicable laws or regulations or with a court or administrative order, subject to the provisions of Section 10.5 hereunder.

10.4 Each Recipient shall promptly notify the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware thereof.

10.5 If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable mandatory 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 (i) notify the Disclosing Party, and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the Confidential Information.

10.6 Process and Personal Data shall have the meaning set forth in regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR"). In the event Personal Data is Processed in the framework of this Consortium Agreement, the Parties undertake to respect their obligations in application of regulations in force and, especially GDPR.

The Parties shall not in the framework of the Project (i) disclose to each other Personal Data; or (ii) process Personal Data if and to the extent two or more Parties are joint controllers (as defined in Article 26 of GDPR), without separate arrangement accepted by the Parties in writing for such purpose, except for the necessary Personal Data of persons participating the Project or conclusion of this Consortium Agreement.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This PCA consists of this core text and:

- Attachment 1A (Background included))
- Attachment 2 (Declaration of Accession)
- Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2 of this PCA)
- Attachment 4 (Identified Affiliated Entities)
- Attachment 5: (Non-disclosure letter from Spinverse Oy)

In case the terms of this PCA are in conflict with the mandatory terms of the GA, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this PCA, the latter shall prevail. In case the terms of any National Grant Agreement are in conflict with the terms of this PCA or the GA, the terms of the latter shall prevail.

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

11.2 No representation, partnership or agency

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 PCA 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 PCA shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

(a) Formal notices:

If it is required in this PCA (Sections 4.2, 5.4, 9.9.2.2 and 11.3 (b) of this PCA) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

(b) 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 formally notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

11.4 Assignment and amendments

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

Amendments and modifications to the text of this PCA require a separate written agreement to be signed between all Parties.

11.5 Counterparts

This PCA may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one agreement binding on the Parties, notwithstanding that the Parties are not signatories to the original or the same counterpart.

11.6 Mandatory national law

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

11.7 Language

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

11.8 Applicable law

This PCA shall be construed in accordance with and governed by the laws of Belgium. ("the **Applicable Law**") - excluding its conflict of laws provisions.

11.9 Settlement of disputes

11.9.1 The Parties shall reasonably endeavour to settle their disputes amicably. If, however, no settlement of any dispute under this PCA has been possible to achieve, after the Parties' reasonable endeavours to settle such

dispute(s) amicably, the provisions of Section 11.9.2 of this PCA shall be applicable to any such dispute's settlement.

11.9.2 Court of Brussels

All disputes directly arising under this PCA (other than disputes relating to the infringement and/or validity of IPR which shall be to the exclusive jurisdiction of the court competent in accordance with Applicable Law), which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels.

The foregoing shall be without prejudice to the right of any Party to seek injunctive relief or other equitable compensation before any court in any place where any unauthorized use of its Intellectual Property Rights or Confidential Information occurs or threatens to occur.

11.9.3 Arbitration

11.10 Parties having concluded a National Grant Agreement

Any Party, having concluded a National Grant Agreement with a National Funding Authority, is individually and solely liable for complying with the provisions of that National Grant Agreement. There shall be no joint and several liability of the other Parties hereto, for any obligations under any such National Grant Agreement. The definition of "Grant Agreement" in this PCA does not include any National Grant Agreements. No National Grant Agreement shall affect the obligations of any Party hereunder.

11.11 Insurance

Each Party:

- i) shall maintain in effect at its own expense during the term of this Project Consortium Agreement and for a period of 60 months thereafter appropriate and adequate insurance that a prudent person in the position of that party would undertake, or
- ii) make other suitable arrangements to the effect that such Party can meet its obligations arising from this PCA, such as, but not limited to, a self-insurance program, or internal audits to ensure financial management of projects.

The policies of insurances shall be with insurers of good standing in the marketplace in which the Party operates.

11.12 Export Control

Each Party shall comply with all applicable international and national export control laws and regulations, including but not limited to those of the UN, US and EU. In particular, none of the Parties shall export or re-export any Confidential Information of any of the other Parties without the required government licenses, approvals or

waivers. Each disclosing Party shall inform the relevant receiving Party in writing prior to the disclosure event, whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, the disclosing Party shall inform the receiving Party on the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).

In the event of sharing of controlled supplied information, goods, software and/or technology each Party agrees to provide a written assurance from the recipient of such controlled technology, as may be required under the applicable export and re-export license (including but not limited to UN, US and EU export laws as applicable).

Section 12: Signatures

AS WITNESS:

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

SIoux TECHNOLOGIES B.V.

Signature(s)

Name(s)

Title(s)

Date