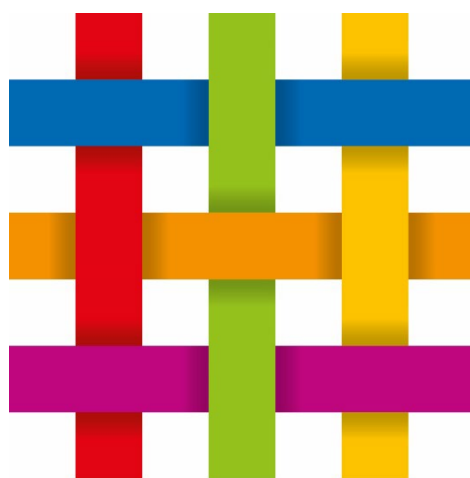


The working group provides this model Consortium Agreement as draft without assuming any warranty or responsibility. The use of the text in total or in part takes place on the users own risk and does not release users from legal examination to cover their interests and protect their rights.



DESCA

**Horizon 2020 Model
Consortium Agreement
www.DESCA-2020.eu**

Version 1.2.4,
October 2017

Table of Content

[Change Records]	3
REMARKS	3
CONSORTIUM AGREEMENT	6
1 Section: Definitions.....	7
2 Section: Purpose	9
3 Section: Entry into force, duration and termination	9
4 Section: Responsibilities of Parties.....	10
5 Section: Liability towards each other	11
6 Section: Governance structure	12
7 Section: Financial provisions	18
8 Section: Results	19
9 Section: Access Rights.....	24
10 Section: Non-disclosure of information	26
11 Section: Miscellaneous.....	28
12 Section Signatures	30
Attachment 1: Background included	37
Attachment 2: Accession document.....	43
[Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.]	44
[Option: Attachment 4: Identified Affiliated Entities according to Section 9.5]..	Chyba! Záložka není definována.
[Module GOV SP].....	Chyba! Záložka není definována.
6 Section Governance structure	Chyba! Záložka není definována.
[MODULE IPR SC] Specific Software provisions	Chyba! Záložka není definována.
9 Section: Access Rights.....	Chyba! Záložka není definována.

[Change Records]

Version	Date	Changes
Version 1	February 2014	
Version 1.1	May 2014	"Remarks", item 4: reference to RfP updated
Version 1.2	February 2016	Update taking into account user consultation and negotiation experience, see summary on www.desca-2020.eu
Version 1.2.3	March 2016	Update correcting editing mistakes
Version 1.2.4	October 2017	New formatting of numbering, spelling corrections – content remains same as in DESCA2020_v1.2_March_2016_with_elucidations.pdf
SMARTUP version 1		Modification of the DESCA for the needs of the specifications of the CHANSE program by Petra Skalská
SMARTUP version 2		Clarification of agreement terms 25. 11. 2022 by Senior Legal Counsel Maria Rehbinder
SMARTUP version 3		Partners input to v1 and v2 by Dr. Julia Gruhlich, Dr. Clarice Bleil de Souza, Maria Rehbinder and Petra Skalská
SMARTUP version 4		Inputs of Ewan Deavy, Cardiff University and its implementation 22. 12. 2022

REMARKS

This Consortium Agreement model is created for projects which will be governed by a “Multi-beneficiary General Grant Agreement” (MGA) under Horizon 2020, i.e. notably “Research and Innovation Actions” and “Innovation Actions”. A use for other types of projects will likely require adaptations.

The new DESCA model addresses the features of Horizon 2020, which is intended to be a considerable evolution as compared to previous Framework Programmes. Following the feedback of many stakeholders, the explicit aim of the update for H2020 was to adapt where necessary and to keep the continuity of the DESCA FP7 text where possible.

In order to facilitate coordination and collaboration, this model provides for internal arrangements between beneficiaries, governance of the project and financial issues.

In order to be as user-friendly as possible, the model and the elucidations focus on a “mainstream” project and are not intended to give all alternatives for a given situation. The wording aims to be accessible and easy to understand notably for non-lawyers.

The Horizon 2020 MGA contains several options which will be adapted to the individual project. DESCA 2020 is based on what we expect to be the “default setting” of MGA options.

The model should be adapted in order to suit the specific features of each single project.

The Horizon 2020 Rules for Participation, all MGAs, and the other related documents are available

at: http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html#h2020-legal-basis-rfp.

It is strongly advised to read the MGA and the related documents, and it is important to be aware of the fact that DESCA is supplementary to the Rules for Participation and the Grant Agreement. Many items regulated there are NOT repeated here, but should be carefully taken into account and re-read in case of doubt.

The DESCA model is presented with two columns: the left side with legal text and the right side with elucidation, remarks and references to the H2020 Multi-beneficiary General Model Grant Agreement (MGA). A version without elucidations is available on the website www.desca-2020.eu.

DESCA provides a core text, modules and several options, which can be used as follows:

1. Core text: The main body of the text.
2. Two modules for Governance Structure:
 - Module GOV LP for Medium and Large Projects:
Complex governance structure: two governing bodies, General Assembly and Executive Board [Module GOV LP].
 - Module GOV SP for Small Projects:
Simple governance structure: only a General Assembly [Module GOV SP].

If the project implies just a modest number of work packages, and is not very complicated, Module GOV SP will normally do.

However, if the project is more complicated and has many work packages, the Module GOV LP, which includes an Executive Board, is advised.

3. Module IPR SC - special clauses for Software:

If your project has a strong focus on software issues, you may wish to use the software module which provides more detailed provisions regarding software (sublicensing rights, open source code software etc.) [Module IPR SC].

4. Options:

The core text contains different options in some clauses, especially in the IPR section. Any optional parts of the text are marked grey; so are other items where variable numbers/data should be adapted to the project.

Option 1 in the IPR clauses reflects the preference of most stakeholders (some Industry sectors as well as universities and research organisations) where fair and reasonable remuneration for having access to other partners' project results for exploitation is foreseen.

Option 2 in the IPR clauses reflects a situation preferred by some industries, where all project results are available for Exploitation without any form of remuneration to the owners.

Advice note: A mix of Option 1 and Option 2 can in some cases lead to inconsistencies.

A note on Innovation Procurement: In H2020, pre-commercial procurement (PCP) or public procurement of innovative solutions (PPI) will be more frequent than in FP7. For such actions, there are specific rules in accordance with Article 51 of the Rules for Participation and the multi-beneficiary model grant agreement for PCP or PPI action. For this kind of Innovation Procurement projects, a Party may enter into a procurement procedure and will have to ensure that the specific rules will be taken into account. For the later tender processes a separate procurement agreement is recommended.

The 00000DESCA Core Group recognizes that users of the DESCAs Model Consortium Agreement may wish to adapt the original DESCAs text to their own needs and accordingly invites them, in the interests of transparency and integrity, to freely and clearly indicate for their actual or potential partners the adaptations which they have made.

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

Project start date 28.10.2022, hereinafter referred to as the Effective Date, which represents the start of the project by the Project leader, hereinafter referred to as Coordinator. Other institutions will list project start dates below.

BETWEEN:

Institute of Sociology of the Czech Academy of Sciences, Jilská 361/1, 110 00 Praha 1, Czech Republic (later ISAS),

the Coordinator

Project start date: 28. 10. 2022

AALTO KORKEAKOULUSAATIO SR established in OTAKAARI 1, ESPOO 02150, Finland (later Aalto University),

National project start date: 1. 10. 2022

University of Paderborn, Warburger Str. 100, 33098 Paderborn, Germany,

Contracting party from 1. 11. 2022 until 31 December 2022

AND

Georg-August-University Göttingen/ Georg-August-Universität Göttingen Stiftung öffentlichen Rechts, Wilhelmsplatz 1, 37073 Göttingen, Germany,

Contracting party as of 01 January 2023

National project start date: 1. 11. 2022

Cardiff University, 30-36 Newport Road, CF24 0DE, Cardiff, Wales, UK

National Project start date 01.11.2022.

University of Lodz, University of Lodz, Narutowicza 68, 90-136 Lodz, Poland

National project start date: 28. 10. 2022

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

relating to the Action entitled

Smart(ening up the modern) home: Redesigning power dynamics through domestic space digitalization

in short

SMARTUP

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) and to their respective Funding Organizations.

The Parties wish to specify or supplement binding commitments among themselves. in addition to the terms of the CHANSE Program and separate Funding agreements with each Funding Organisation.

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Section: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined herein or in the CHANCE Rules for Participation or in the Project Proposal.

1.2 Additional Definitions

“Coordinator”

Is referred to as Project Leader in the Project Proposal

“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 Project Proposal and which may be updated by the General Assembly. The Project Proposal is the joint project proposal submitted to be evaluated and selected for funding. The Project Proposal is an integral part of this Consortium Agreement as Annex 1.

“Force Majeure”

Force majeure’ means any situation or event that prevents either party from fulfilling their obligations under the Agreement; was unforeseeable, exceptional situation and beyond the parties’ control; was not due to error or negligence on their part (or on the part of third parties involved in the action), and proves to be inevitable in spite of exercising all due diligence.

"Funding Organization"

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

- For ISAS is the funding agency the Czech Academy of Sciences.
- For the German Project (Paderborn University and Georg-August-University Göttingen) the funding agency is Deutsches Zentrum für Luft- und Raumfahrt (DLR).
- For Aalto University the funding agency is Academy of Finland.
- For Cardiff University the funding agency is the UK Economic and Social Research Council (ESRC).
- For University of Lodz the funding agency is Narodowe Centrum Nauki / National Science Centre.

"Funding Agreement"

Is the agreement that a Party has with the Funding Organization. The terms of the Funding Agreement are defined by each Funding Organization.

“Funding Authority”

Is the CHANSE, Collaboration of Humanities and Social Sciences in Europe, consortium.

“Defaulting Party”

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

“National project start date”

The start date of the project specified in the Funding Agreement with the Funding Organization.

“Needed”

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Project start date”

The start date of the project is the start date of the Coordinator (Project Leader in Project proposal). This date will be used to count deadlines for midterm and final reports and also as an Effective Date.

“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.

“Work Package Leader”

Work Package Leader shall manage its respective Work Package, in particular with regard to: the timely delivery of reports and Work Package Results to the Consortium Body and the Coordinator; reviewing the quality of the reports; formulating an implementation plan for the activities within the Work Package for the future period, which can imply proposing to the Consortium Body changes to the Consortium Plan and/or Annex 1 of the Consortium Agreement, Project Proposal and Funding Agreement; making proposals to the Consortium Body for the accession of new entities to the Project Proposal and to the Consortium Agreement in order for said new entities to participate in the Work Package; alerting the Consortium Body and the Coordinator in case of delay in the performance of the Work Package or in case of breach of responsibilities of any Party under said Work Package; documenting, at the request of the Consortium Body, a presumed breach of responsibilities Consortium Body; deciding upon any exchange of Tasks and related budgets between the Parties in a Work Package when such exchange has no impact beyond the scope of the Work Package and its budget.

2 Section: Purpose

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

3 Section: Entry into force, duration and termination

3.1 Entry into force

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

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

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Project Proposal, each Party's respective Funding Agreement, and this Consortium Agreement. The participation of Paderborn University to this Consortium Agreement will terminate automatically as of the end of 31 December 2022 without the need for formal notice of termination.

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

- a Funding Agreement is not signed by the Funding Organization or a Party, or
- the Project is terminated, or
- a Party's participation in the Project 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 Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Section: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Project Proposal and Funding Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Project Proposal and the Funding Agreement (e.g. improper implementation of the project), the Coordinator or, if the

Coordinator is in breach of its obligations, the Party appointed by the 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 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 Project Proposal and the Funding 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 Project Proposal.

4.4 Quality assurance

Quality assurance is a joint responsibility of the Coordinator, and all Parties involved. The Coordinator will provide a set of provisions and guidelines that will enable the quality control of project results. The outcomes of the quality control policies will serve as a feedback mechanism for Parties in case adjustments in a given deliverable are necessary. This first responsibility is with each of the Work Package Leader(WPcL) of each Party (TheWPcPLs will regularly report on the progress within their respective tasks. Each WPcL has the obligation to notify the Coordinator without delay about any deviations and/or unexpected events. If required, adjustments will be made in terms of scheduling deliverables or the distribution of tasks to partners. Parties will report to their respective Funding Organizations according to the provided schedule.

5 Section: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in the Project Proposal 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.

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

6 Section: Governance structure

6.1 General structure

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

General Assembly (GA) is referred to as Project Consortium in the Project Proposal and it gathers Principal Investigators (PIs) from each institution. The GA will serve as the decision-making body and will be chaired by the Coordinator. While the Coordinator makes decisions about the day-to-day running of the project, the GA assumes the responsibility for major decisions through agreed-upon voting procedures.

- The GA makes major decisions about the project, monitors project progress, reflects on achievements and plans for future activities.
- The Coordinator serves as the legal entity acting as the intermediary between the partners and CHANSE, manages all coordination and management activities monitoring compliance by the partners with their obligations; supervising progress reporting on the Work Packages (WPs); monitoring the objectives of the project, verifying quality and consistency of deliverables; reporting to CHANSE.
- PIs have responsibility for the joint technical coordination, management and supervision of their WPs, including the timetabling and delivery of activities in accordance with the timelines of the project; the liaison and communication with and among participating partners; and the application of consensual decision-making within WPs. All partners will provide support and cooperate with them.

The SMARTUP's **Advisory Board** includes scientists with expertise relevant to the project, functioning as a permanent committee whose specific role is related to knowledge exchange and advice for the individual WPs.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of the Consortium Body (hereinafter referred to as "Member"):

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organization of meetings

6.2.2.1 Convening meetings

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

Principal Investigator from the Coordinator is the chairperson for the General Assembly.

	Ordinary meeting	Extraordinary meeting
General Assembly	At least twice a year (5 onsite, 1 online)	At any time upon written request of the Advisory Board or 2/5 of the Members of the General Assembly
Advisory Board	once a year - online	At any time upon written request of any Member of the Advisory Board

6.2.2.2 Notice of a meeting

The chairperson of the Consortium Body shall give notice in writing of a meeting to each Member of the 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
General Assembly	45 calendar days	15 calendar days
Advisory Board	30 calendar days	14 calendar days

6.2.2.3 Sending the agenda

The chairperson of the Consortium Body shall prepare and send each Member of the Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Advisory Board	7 calendar days

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of the Consortium Body must be identified as such on the agenda.

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Advisory Board	2 calendar days

6.2.2.5

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

6.2.2.6

Meetings of the Consortium Body may also be held by teleconference or other telecommunication means or as hybrid meeting combining presence and telecommunication means.

6.2.2.7

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

6.2.2.8

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) of all Members of the 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 article 6.2.4.4, 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.

6.2.3 Voting rules and quorum

6.2.3.1

The Consortium Body shall not deliberate and decide validly unless three-fifths (3/5) 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.

6.2.3.2

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

6.2.3.3

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

6.2.3.4

Decisions shall be taken by a majority of three-fifths (3/5) of the votes cast.

6.2.4 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

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. A Party that is not a Member of the Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4

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

6.2.4.5

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

6.2.4.6

A Party 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.

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of the Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2

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.

6.2.5.3

The chairperson shall send the accepted minutes to all the Members of the Consortium Body 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

6.3.1.1.1

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

6.3.1.1.2

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

6.3.1.1.3

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

6.3.1.1.4

The Parties agree to abide by all decisions of the General Assembly. 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.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Advisory Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Funding Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)

- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

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 Project Proposal
- 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

Appointments

On the basis of the Project, the appointment if necessary of:

- Advisory Board Members

6.3.1.2.1

In addition, the Project Consortium shall collect information at least every 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.

6.3.1.2.2

The Project Consortium shall:

- support the Coordinator in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the rules for dissemination of results, open access and visibility of funding according to Section 8.1.

6.3.1.2.3

In the case of abolished tasks the Project Consortium shall advise 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 s shall perform all tasks assigned to it as described in the Project Proposal and in this Consortium Agreement.

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports on project progress, other deliverables and specific requested documents to CHANSE. PIs will report to their respective Funding Organizations according to their schedule.
- ensuring quality assurance of the Project
- facilitating the process of securing high quality deliverables and milestones, the PL will provide a set of provisions and guidelines that will enable the quality control of project results.
- Submitting of the official reports (mid-term and final) by the PL to CHANSE, while PIs will report to their respective Funding Organizations according to their schedule.
- transmitting documents and information connected with the Project to any other Parties concerned
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Project Proposal to the CHANSE in time.

6.4.3

If the Coordinator fails in its coordination tasks, the Project Consortium may propose to the CHANSE to change the Coordinator.

6.4.4

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 Project or this Consortium Agreement.

6.4.5

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

7 Section: Financial provisions

7.1 General Principles

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan. All PIs of funded projects might have additional reporting duties to their respective national/regional Funding Organisation regarding administrative and financial matters. This should be specified in the individual contracts with respective national/regional research Funding Organisations.

7.1.1 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 Organization. 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 Organization. Spending by project partners will be continuously controlled by the respective PIs and institutional economic departments to secure expected impacts and comply with national regulations. PIs report yearly to the PL to ensure a smooth process of reporting on project progress to CHANSE.

7.1.2 Funding Principles

A Party that spends less than its allocated share of the budget as set out 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.

7.1.3 Return of excess payments; receipts

7.1.3.1

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

7.1.4 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 Organization or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.1.5 Funding Agreement

Matters of funding are agreed between a Party and its' national Funding Organization in the Funding Agreement. Sections 7.1.2 -7.1.4. apply, if not otherwise agreed with the national Funding Organization.

7.2 Budgeting

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

8 Section: Results

8.1 Dissemination of results

8.1.1 Obligation to disseminate Results

Subject to Sections 8.5 and 8.6 of this Consortium Agreement, unless it goes against their legitimate interests, each Party must — as soon as possible 'disseminate' its Results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

This does not change the obligation to protect Results, the confidentiality obligations, the security obligations or the obligations to protect personal data, all of which still apply.

A Party that intends to disseminate its Results must give advance notice to the other Parties, unless agreed otherwise — at least 45 days, together with sufficient information on the Results it will disseminate.

Any other Party may object within — unless agreed otherwise — 30 days of receiving notification, if it can show that its legitimate interests in relation to the Results or Background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.

If a Party intends not to protect its Results, it may need to formally notify the Funding Authority before dissemination takes place.

8.1.2 Open access to scientific publications

Each Party must ensure open access (free of charge, online access for any user) to all peer-reviewed scientific publications relating to its results according to their respective Funding Agreement.

If there are no open access terms in the Funding Agreement to the contrary, the Party must:

- (a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications;

Moreover, the Party must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.

- (b) ensure open access to the deposited publication — via the repository — at the latest:
 - (i) on publication, if an electronic version is available for free via the publisher, or
 - (ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.
- (c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:

- the terms ["European Union (EU)" and "Horizon 2020"]
- the name of the action, acronym and grant number;
- the publication date, and length of embargo period if applicable, and
- a persistent identifier.

Each Party use Open Access publishing wherever possible.

8.1.3 Information on EU funding — Obligation and right to use the EU emblem

Unless the Funding Organization or CHANSE requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must :

(a) display the EU emblem and

(b) include the following text:

“Project [projects’ acronym] is supported by [insert the funding organisation and country], [insert the next funding organisation and country], [etc]. under CHANSE ERA-NET Co-fund programme, which has received funding from the European Union’s Horizon 2020 Research and Innovation Programme, under Grant Agreement no 101004509”

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Section, the Parties may use the EU emblem without first obtaining approval from the Commission.

This does not however give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

It is obligated to acknowledge CHANSE Programme, the European Commission and other funders involved, in each publication (job advertisement, articles, presentations, posters, websites, etc.) resulting from CHANSE projects, as well as the actual individual grants according to the national/regional requirements.

8.2 Ownership of Results

Results are owned by the Party that generates them.

8.3 Joint ownership

Joint ownership by several Parties:

Two or more Parties own results jointly if:

(a) they have jointly generated them and

(b) it is not possible to:

(i) establish the respective contribution of each Party, or

(ii) separate them for the purpose of applying for, obtaining or maintaining their protection

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership (‘joint ownership agreement’), to ensure compliance with their obligations under this Consortium Agreement.

Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given:

(a) at least 45 days advance notice and

(b) fair and reasonable compensation.

Once the results have been generated, joint owners may agree (in writing) to apply another regime than joint ownership (such as, for instance, transfer to a single owner with access rights for the others).

8.4 Transfer of Results

8.4.1

Each Party may transfer ownership of its own Results. It must however ensure that its obligations under Funding Organisation and CHANSE also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

This does not change the security obligations under Funding Organisation, which still apply.

Unless agreed otherwise (in writing) for specifically-identified third parties or unless impossible under applicable EU and national laws on mergers and acquisitions, a Party that intends to transfer ownership of results must give at least 45 days advance notice (or less if agreed in writing) to the other Parties that still have (or still may request) access rights to the results. This notification must include sufficient information on the new owner to enable any Party concerned to assess the effects on its access rights.

Unless agreed otherwise (in writing) for specifically-identified third parties, any other Party may object within 30 days of receiving notification (or less if agreed in writing), if it can show that the transfer would adversely affect its access rights. In this case, the transfer may not take place until agreement has been reached between the Parties concerned.

8.4.2

Each Party may grant licences to its results (or otherwise give the right to exploit them), if this does not impede the Access Rights of other Parties. In addition, exclusive licences for results may be granted only if all the other Parties concerned have waived their access rights.

8.4.3

It 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.

8.4.4

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.

8.4.5

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.

8.4.6

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

8.5 Dissemination

8.5.1

For the avoidance of doubt, nothing in this Section 8.5 has impact on the confidentiality obligations set out in Section 10.

8.5.2 Dissemination of own Results

8.5.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Section 8.1.1 subject to the following provisions.

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

8.5.2.2

An objection is justified if

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

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

8.5.2.3

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.

8.6

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

8.6.1 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.

8.6.2 Cooperation obligations

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

8.6.3 Use of names, logos or trademarks

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

9 Section: Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

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

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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.

9.2.7

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

9.4.1 Access Rights to Results

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

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

9.4.2

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

9.4.3

A request for Access Rights may be made up to **twelve** months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Project Proposal or Funding 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.

9.6 Access Rights for Parties entering or leaving the consortium

9.6.1 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.

9.6.2 Parties leaving the consortium

9.6.2.1 Access Rights granted to a leaving Party

9.6.2.1.1 Defaulting Party

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

9.6.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3.

9.6.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Project and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.7 Specific Provisions for Access Rights to Software

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

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

10 Section: Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Project Proposal, 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 Project Proposal;
- 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 unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized 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.

11 Section: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.5.3)

In case the terms of this Consortium Agreement are in conflict with the terms of the Funding Organizations contracts, 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 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorized representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as 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 8.5, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 (LP)/ 6.3.6 (SP) require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

SMARTUP will take a collaborative approach to avoid conflict. If disputes occur, the Coordinator will endeavour to resolve them at the lowest possible level. Each of the WPcLs will be responsible for solving minor issues within their respective WP. If a resolution is not found, the conflict will be discussed with the Coordinator and the WPcLs. A GA emergency session can be organized by the Coordinator in order to discuss the conflict and reach a resolution in an attempt to achieve full consensus on the issue.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably by the Parties, it shall, upon the filing of a Request for Arbitration by a Party, be referred to and finally determined by a single arbitrator in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels, Belgium. The language to be used in the arbitral proceedings shall be English.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief or other legal remedies as appropriate, in any applicable competent court.

11.9 Obligations of the consortium

The consortium / concerned parties must ensure following obligations:

- prepare popular science summaries of the project contents for programme activities and publications (e.g. for brochures, [digital] newsletters, the website, etc.)
- take part in, and contribute with project presentations and/or posters to the foreseen events of CHANSE
- take part in the two monitoring surveys (mid-term and final) to measure project progress and to submit mid-term and final project reports to CHANSE. These reports must be sent to CHANSE within two months after the end of each period. The reporting will also include ethical issues in funded projects.
- provide information on their projects, including data on each participant and abstracts of the project proposal, in a format specified by the EC for publication and evaluation purposes
- provide information on any activities raising ethical issues before the beginning of this activity following the requirements set in Art. 34.2 of the GA along with any ethics committee opinion required under national law and any notification or authorisation for activities raising ethical issues required under national law, and to restrain from carrying out this activity until the approval of funding parties.

Additionally, according to the Call Announcement, funded consortia and recipients of the CHANSE call funding are required to:

- participate in the networking and knowledge transfer activities of the CHANSE programme. These activities may include presenting the status of their project at the follow-up events organised by CHANSE, as well as participation in workshops and conferences to exchange information and ideas with other CRPs in the CHANSE Programme.
- collaborate with CHANSE Knowledge Exchange Facilitator(s), who will provide guidance and advice to individual consortia, enabling the sharing of experience and opening up new opportunities, and facilitate knowledge exchange between funded consortia and potential stakeholders.

11.10 Audits/controls

In accordance with Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council and Council Regulation (EU, Euratom) No 2185/96 (and in accordance with its own rules and procedures), the European Anti-Fraud Office (OLAF) shall be entitled, at any time during and after the implementation of the research project, to carry out investigations, including checks and inspections on the Leader and the Partner, in order to establish whether there has been a case of fraud, corruption or any other illegal activity affecting the financial interests of the EU.

On the basis of Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 257 of Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council, the European Court of Auditors (ECA) shall be entitled - at any time during and after the implementation of the project - to carry out audits.”

11.11 Data management plan

Rules for the sharing and storing of data and information and managing intellectual property will be defined in the separate data management agreement.

12 Section Signatures

AS WITNESS:

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

SMARTUP Consortium Agreement, version 3 2022-12-08

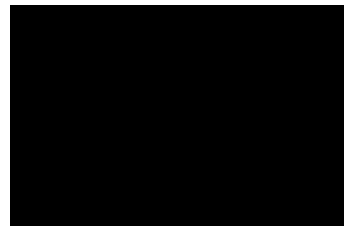
Institute of Sociology of the Czech Academy of Sciences

Signature(s):

Name(s): Mgr. Jindřich Krejčí, Ph.D.

Title(s): director

Date:



SMARTUP Consortium Agreement, version 3 2022-12-08

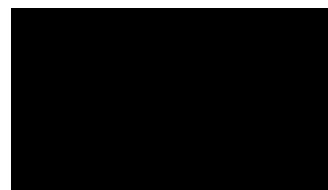
Aalto University

Signature

Name Tuomas Auvinen

Title Dean, School of Arts, Design and Architecture

Date



University of Paderborn, contracting party until 31 December 2022

Signature(s):

Name(s): Simone Probst

Title(s): Vice-president of operations

Date:



SMARTUP Consortium Agreement, version 3 2022-12-08

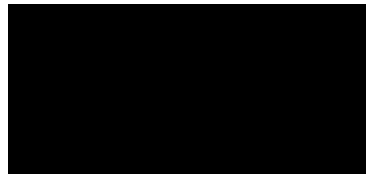
Georg-August-University Göttingen, contracting party as of 01 January 2023

Signature(s):

Name(s): Dr. Valérie Schüller

Title(s): Vice President for Finances and Personnel

Date:



SMARTUP Consortium Agreement, version 3 2022-12-08

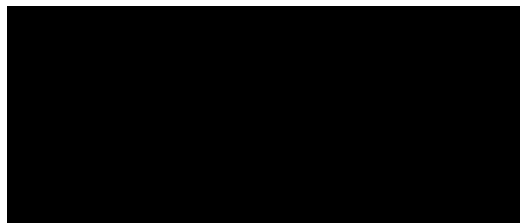
University of Lodz, Institute of Contemporary Culture

Signature(s):

Name(s): prof. Zbigniew Kmiecik

Title(s): Rector for Science

Date:



SMARTUP Consortium Agreement, version 3 2022-12-08

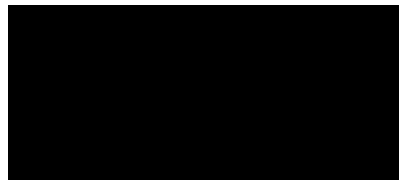
Cardiff University

Signature(s):

Name(s): Cerys Phillips

Title(s): Head of Research Grants Support

Date:



Attachment 1: Background included

Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

As to **Institute of Sociology of the Czech Academy of Sciences**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Institute of Sociology of the Czech Academy of Sciences shall be Needed by another Party for implementation of the Project Proposal or Exploitation of that other Party's Results.

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

PARTY 2

As to **Aalto University**, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of Aalto University shall be Needed by another Party for implementation of the Project Proposal or Exploitation of that other Party's Results.

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

PARTY 3

As to **University of Paderborn**, it is agreed between the Parties that, to the best of their knowledge (please choose),

no data, know-how or information of University of Paderborn shall be Needed by another Party for implementation of the Project Proposal or Exploitation of that other Party's Results.

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

PARTY 4

As to **University of Göttingen**, it is agreed between the Parties that, to the best of their knowledge (please choose), no data, know-how or information of University of Göttingen shall be Needed by another Party for implementation of the Project Proposal or Exploitation of that other Party's Results.

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

PARTY 5

As to **University of Lodz, Institute of Contemporary Culture**, it is agreed between the Parties that, to the best of their knowledge (please choose), no data, know-how or information of University of Lodz, Institute of Contemporary Culture shall be Needed by another Party for implementation of the Project Proposal or Exploitation of that other Party's Results.

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

PARTY 6

As to **Cardiff University**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Cardiff University shall be Needed by another Party for implementation of the Project Proposal or Exploitation of that other Party's Results.

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

Attachment 2: Accession document

ACCESSION

of a new Party to

[Acronym of the Project] 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 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

[Attachment 3: List of Third Parties for simplified transfer according to Section 8.5.3.]

Annex 1: CHANSE - 796 Submitted Proposal

