

Consortium Agreement



GetRadi

Version 3 – August 2022

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on September 1st 2022, hereinafter referred to as the Effective Date.

BETWEEN:

UNIVERSITY OF COPENHAGEN, Denmark (**UCPH – Coordinator**) the Coordinator

ASTRAZENECA AB, Sweden (AZ)

UNIVERSITAETSKLINIKUM FREIBURG, Germany (UKLFR)

ACADEMISCH ZIEKENHUIS LEIDEN, Netherlands (LUMC)

MAX DELBRUECK CENTRUM FUER MOLEKULARE MEDIZIN IN DER HELMHOLTZ-GEMEINSCHAFT, Germany (MDC)

USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE, VAT: CZ68378050, with its registered address at Videnska 1083, Praha 4, ZIP 14220, Czech Republic (IMG)

MILTENYI BIOTEC BV & CO KG, Germany (MB)

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary”

SYNVOLUX THERAPEUTICS BV, Netherlands (SV)

AMNIOTICS AB, Sweden (AMN)

THE UNIVERSITY OF EDINBURGH, United Kingdom (UEDIN)

CHARITE - UNIVERSITAETSMEDIZIN BERLIN, Germany (CHARITE - UNIVERSITAETSMEDIZIN BERLIN)

UNIVERZITA KARLOVA, Czech Republic (CU)

ALBERT-LUDWIGS-UNIVERSITAET FREIBURG, Germany (ALU-FR)

HELSINGIN YLIOPISTO, Finland (UH)

hereinafter, jointly or individually, referred to as “Associated Partners” or “Associated Partner”,

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

Gene Therapy of Rare Diseases

in short

GetRadi

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

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

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Career Development Plan”

Career Development Plan means a plan established jointly by each recruited DC with his/her personal supervisor(s) for initial training activities for more than 6 months. In case of joint supervision, such a plan should be established involving all supervisors. In addition to research objectives, this plan comprises the researcher's training and career needs, including training on transferable skills, teaching, planning for publications and participation in conferences and events aiming at opening science and research to citizens. The plan, established at the beginning of the recruitment, should be revised (and updated where needed) within 18 months.

“Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the description of the Action and the related applicable budget as defined in the Grant Agreement and which may be updated by the Supervisory Board.

“Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the Supervisory Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.33 of this Consortium Agreement.

”Early Stage Researcher (ESR)” or “Doctoral Candidate (DC)”

Supported researchers must be doctoral candidates, i.e. not already in possession of a doctoral degree at the date of the recruitment. The DC is recruited and employed under a separate agreement by a Party. The details of DCs, their recruiting institutions and their person-months are included in Annex I to the Grant Agreement. For the sake of this agreement, as well as the Grant Agreement, the terms ”Doctoral Candidate” and “Early Stage Researcher” means the same.

“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.

“Secondment”

Secondment means a period during which a DC is hosted by an Associated Partner or a Party other than his/her employing entity. Secondments are detailed in Section 3 of the Annex I to the Grant Agreement.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to 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 Project incurred prior to the date of termination, unless otherwise agreed between the Supervisory Board and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General principles

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

Each Party undertakes to notify promptly the Granting Authority and the other Parties, in accordance with the governance structure of the Project, of 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 and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

4.1.1 Obligations during Secondments

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

Except as otherwise set out in this Section 4.1.1, the Party employing the DC shall be solely responsible for the fulfillment towards its DC of the obligations of Parties set out in Annex 5 of the applicable EC Grant Agreement, including the distribution to the DC of the monthly support in accordance with the Party's own usual accounting and management principles and practices.

Except as otherwise set out in this Section 4.1.1, the Party or Associated Partner hosting the DC shall have no obligation or liability to the employing Party or to the DC for any of the conditions set out in Annex 5 of the Grant Agreement, including but not limited to liability to the employing Party or to the DC for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

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

4.2 Specific responsibilities for Associated Partner(s)

For the avoidance of doubt, the Associated Partners do not sign the Grant Agreement and do not receive funding from the Granting Authority and therefore do not have a right to charge costs or claim contributions from the Granting Authority. Associated Partner(s) must ensure its/their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partner(s). The Coordinator will share a copy of the signed Grant Agreement and information on amendments to it with the Associated Partner(s).

The Associated Partner(s) hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partner(s) support(s) the Beneficiaries regarding their dissemination and Open Science obligations and commit(s) to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore the Associated Partner(s) hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)) so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner(s).

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to once the amount of its total costs as budgeted in the proposal.

Should the Associated Partner(s) be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

4.3 Breach

In the event that the Supervisory Board identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Supervisory Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Supervisory Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.4 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

4.5 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *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* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

4.6 Obligation of the Parties towards DCs

4.6.1 The Parties agree that additional DC Secondments and/or visits may be carried out, as decided on a case-by-case basis by the Parties concerned, provided such Secondments and/or visits are in accordance with the laws, regulations, and status applicable to the Parties concerned and the corresponding DC Project.

4.6.2 Where an DC is seconded to another Party under the Project, the Party hosting the Secondment shall:

- (i) waive any tuition and other fees in respect of the activities undertaken by such DC at the hosting Party's location; and
- (ii) unless agreed otherwise not be responsible for the payment or waiver of any cost associated with accommodation, board, or travel expenses of the seconded/visiting DC Recruitment notifications

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

5 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 (including without limitation IPR, trade secret rights and rights of confidential information) 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 entities under the same control) 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.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and in case of Associated Partners to once the total estimated costs as budgeted in the project's proposal for the individual Associated Partner.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Force Majeure situations include notably, but not exclusively epidemics and quarantines imposed by a public authority, unknown at the time of concluding this Consortium Agreement.

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

5.5 Export control

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 due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the Supervisory Board of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the amendment or transfer of tasks - if any - shall be discussed and decided upon by the Supervisory Board.

6 Governance structure

6.1 General structure

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

- The Supervisory Board as the ultimate decision-making body of the consortium
- The Steering Board as the supervisory body for the execution of the Project, which shall report to and be accountable to the Supervisory Board
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any 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 organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	At least once a year	At any time upon request of the Steering Board or 1/3 of the Members of the Supervisory Board
Steering Board	At least quarterly	At any time upon request of any Member of the Steering Board

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give written notice of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

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

6.2.2.3 Sending the agenda

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

Supervisory Board	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Board	7 calendar days

6.2.2.4 Adding agenda items:

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

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

Supervisory Board	14 calendar days, 7 calendar days for an extraordinary meeting
Steering Board	2 calendar days

6.2.2.5

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

6.2.2.6

Meetings of each Consortium Body may also be held by tele- or videoconference, or other telecommunication means.

6.2.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.2.2.8

Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Supervisory Board a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed according to the voting rules in Section 6.2.3.4.

The Coordinator shall inform all the Parties of the outcome of the vote.

A veto according to Section 6.2.5 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.2.3 Voting rules and quorum

6.2.3.1

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

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

6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote. Each Member of a Consortium Body present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the Supervisory Board according to Section 6.2.

6.2.3.3

A Party which the Supervisory Board has declared according to Section 4.33 to be a Defaulting Party may not vote.

6.2.3.4

Decisions shall be taken by simple majority of the votes cast. In split decisions, the coordinator decides.

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 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

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

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

6.2.4.4

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

6.2.4.5

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

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 a Consortium Body shall produce 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 receipt, no Member has sent an objection by written notice to the chairperson with respect to the accuracy of the draft of the minutes by written notice.

6.2.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Supervisory Board

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 Supervisory Board shall consist of one representative of each Party (hereinafter Supervisory Board Member) as well as 2 Doctoral Candidates. The roles of representative Doctoral Candidates shall be rotating for each meeting.

6.3.1.1.2

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

6.3.1.1.3

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

6.3.1.1.4

The Parties agree to abide by all decisions of the Supervisory Board. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

The Associated Partner(s) is/are excluded from voting and vetoing on the following decisions of the Supervisory Board (6.3.1.2):

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

6.3.1.2 Decisions

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

In addition, all proposals made by the Steering Board shall also be considered and decided upon by the Supervisory Board.

The following decisions shall be taken by the Supervisory Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of claims of the consortium against a Party (Section 4.3, Section 7.1.4)

Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

- Steering Board Members
- Scientific Advisory Board Members

6.3.2 Steering Board

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

6.3.2.1 Members

The Steering Board shall consist of the Work Package leaders.

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

6.3.2.2 Minutes of meetings

Minutes of Steering Board meetings, once accepted, shall be sent by the Coordinator to the Supervisory Board Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Steering Board shall prepare the meetings, propose decisions and prepare the agenda of the Supervisory Board according to Section 6.3.1.2.

6.3.2.3.2

The Steering Board shall seek a consensus among the Parties.

6.3.2.3.3

The Steering Board shall be responsible for the proper execution and implementation of the decisions of the Supervisory Board.

6.3.2.3.4

The Steering Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5

In addition, the Steering Board 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 to the Supervisory Board.

6.3.2.3.6

The Steering Board shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

6.3.2.3.7

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

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Granting Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- 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.
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

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

6.4.3

If the Coordinator fails in its coordination tasks, the Supervisory Board may propose to the Granting Authority 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 Grant Agreement 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 Grant Agreement.

6.5 Scientific Advisory Board (SAB)

An Scientific Advisory Board (SAB) will be appointed and steered by the Steering Board. The SAB shall assist and facilitate the decisions made by the Supervisory Board.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each SAB member.

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the SAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the SAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the SAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier. The Coordinator shall write the minutes of the SAB meetings and submit them to the Supervisory Board. The SAB members shall be allowed to participate in Supervisory Board meetings upon invitation but have not any voting rights.

7 Financial provisions

Section 7 of the Consortium Agreement does not apply to Associated Partners.

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Beneficiary shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Beneficiaries shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

7.1.3 Funding Principles

A Beneficiary that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its units/actual duly justified eligible costs only.

A Beneficiary 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.

7.1.4 Excess payments

A Beneficiary has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Beneficiary has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries (including the Coordinator) pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The Supervisory Board decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.1.2.

7.1.5 Revenue

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

7.1.6 Financial Consequences of the termination of the participation of a Beneficiary

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, a Beneficiary declared to be 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 Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to

fulfil them as a consequence of the Beneficiary leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

In case the funds are not refunded by the leaving Party and the Mutual Insurance Mechanism does not apply, the Parties shall decide how to reallocate the remaining funds for the final payment, in order to ensure that outstanding payments will not ultimately be imposed on the Coordinator. In absence of an alternative agreement, the amount of funds not reimbursed by the overpaid Party shall be covered by the non-defaulting Parties in proportion to their allocated share of the budget, as set out in the Consortium Plan, and shall be transferred promptly to the Coordinator.

Without prejudice to financial risk management described elsewhere in this Consortium Agreement, where the Coordinator or another Party believes further or alternative measures may be necessary, this matter will be put on the agenda for the next meeting of the Steering Committee, or in case of urgency an extraordinary meeting of the Steering Committee will be scheduled.

7.2 Payments

7.2.1 Payments to Parties are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references

perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Article 22 of the Grant Agreement, no Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

7.2.2

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule:

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

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

The Coordinator is entitled to recover any payments already paid to a Beneficiary declared as a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

7.2.3 Coordinator's invoicing of Management and indirect costs

UCPH will require the usual amount of Management and indirect costs at a rate of 600 euro per eligible fellow month which is the generally accepted rate in Horizon Europe MSCA projects. However, due to internal accounting practices at UCPH, this amount will not be automatically retained when the pre-financing, interim and final payments are transferred, but will instead be collected through invoices sent to each beneficiary. Please note that this does not constitute an additional charge for the beneficiaries but is simply the same amount which would otherwise already have been retained.

No later than 6 (six) calendar months before the end of the Project, the Coordinator will provide a financial report about all the expenses for the administrative tasks related to the coordination of the Project including a projection of expected costs for the remaining part of the Project. If there is money left, they will be used for covering costs of the Parties or re-distributed back to the Parties.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The other joint owner(s) can object to such exploitation within 20 calendar days after receipt of the written notice thereof if their legitimate interests in relations to the Results would be significantly harmed.

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

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

8.3.3

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 under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the Supervisory Board.

8.3.4

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

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

8.4 Dissemination

8.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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 Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, 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 submission. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

By exception to the 45 calendar days' notice, the prior notice period shall be reduced to 15 calendar days only for the following dissemination activities: poster presentations, slides and abstracts for oral presentations at workshops, seminars, webinars, symposia, conferences and summer schools. In this case, any objection to the planned dissemination shall be made in writing to the Coordinator and to the

Party or Parties proposing the dissemination within 10 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the dissemination is permitted.

8.4.2.2

An objection is justified if

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

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

8.4.2.3

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.

8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After this 90 calendar days delay the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

8.5 Exclusive licences

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within 45 calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such 45 calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.

9 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 additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the Supervisory Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.1.3

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

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 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 and for teaching 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, shall be granted on Fair and Reasonable conditions.

9.4.3

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

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control if they are identified in [Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control [listed in Attachment 4]. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 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”.

Furthermore unless the owner(s) of Background and/or Results have explicitly expressed otherwise, or Background and/or Results have been publicly disseminated, Background and Results shall be considered “Confidential Information”.

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

- to keep the Confidential Information strictly secret and confidential
- 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;
- not to obtain Confidential Information through any improper use such as the examination or dismantling of a product, object, or substance temporarily or permanently made available by the Disclosing Party that is not publicly available and to not decompile, reassemble, reverse engineer, or otherwise analyse any of Confidential Information, or any materials, samples, or other items containing Confidential Information except to the extent necessary for the purpose for which it was disclosed or permitted by mandatory law;
- 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 complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care

10.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7

If any Recipient 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.

10.8 Notwithstanding anything to the contrary in this Section 10, personal data - as defined in the 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 - shall always be treated as Confidential Information, and shall be protected with an adequate level of safety and confidentiality, subject to any applicable legal, regulatory or contractual requirements. Therefore, the above mentioned time period of five (5) years and the provisions of Section 10.4 shall not be applicable to Personal Data.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for Scientific Advisory Board agreed under Section 6)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section **Error! Reference source not found.**, 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 Formal and written notices

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

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.3, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

11.9 Signatures and Counterparts

This Consortium Agreement may be executed electronically using DocuSign or equivalent methods for digital signatures and delivered by email.

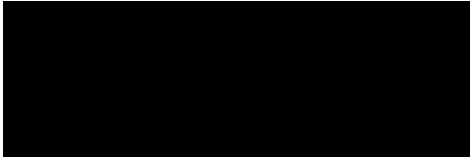
This Consortium Agreement may be signed in one or more counterpart copies all of which together shall constitute one agreement and each of which may equally evidence this Consortium Agreement.

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.

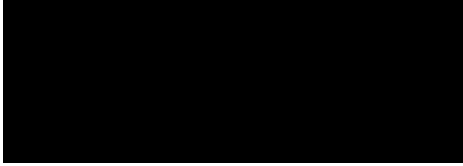
UNIVERSITY OF COPENHAGEN



Title(s) Signing Official

Date 13 October 2022

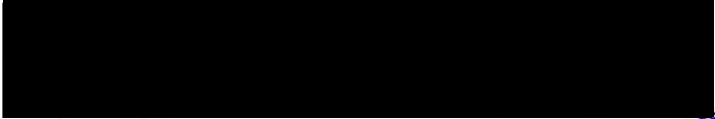
ASTRAZENECA AB



Title(s) Senior Director Project Management

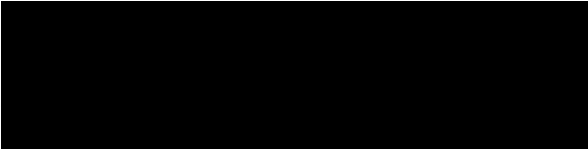
Date 03 October 2022

UNIVERSITAETSKLINIKUM FREIBURG



Title(s) EU-Liaison Officer

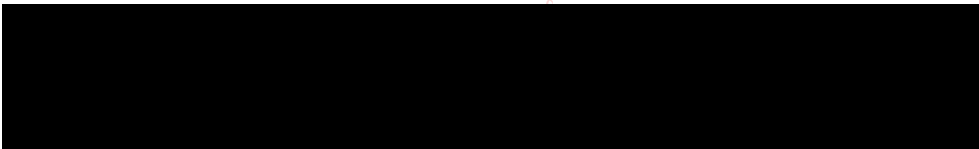
Date 12.09.2022



Title(s) Group leader, Institute for Transfusion Medicine and Gene Therapie

Date 08.09.2022

ACADEMISCH ZIEKENHUIS LEIDEN



Title(s) Managing Director Division 4

Date 05 september 2022

**MAX DELBRUECK CENTRUM FUER MOLEKULARE MEDIZIN IN DER HELMHOLTZ-
GEMEINSCHAFT**

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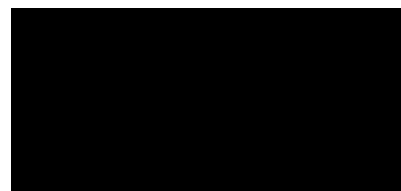


Title(s)

Administrative Director

Head of Legal Department

Date



**USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA
INSTITUTE**



Date

MILTENYI BIOTEC BV & CO KG

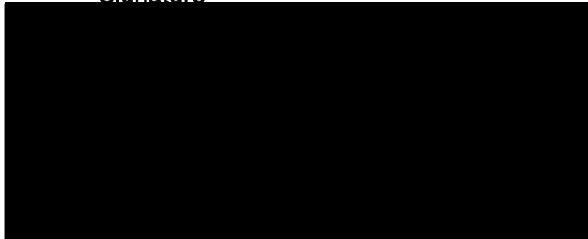


Title(s): CSO and managing director

Date 27.09.2022

SYNVOLUX THERAPEUTICS BV

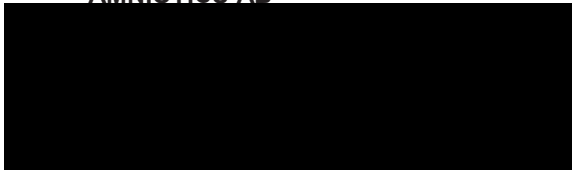
Signature



Title: CEO

Date: September 2, 2022

AMNIOTICS AB



Title(s) CEO

Date 30 september 2022

THE UNIVERSITY OF EDINBURGH

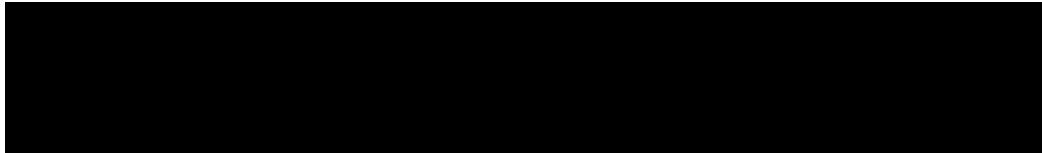


Title(s) **Solicitor, Senior Contracts Manager**

Date **Sep 13, 2022**

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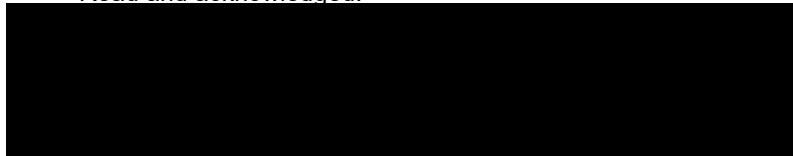
CHARITE - UNIVERSITAETSMEDIZIN BERLIN



Title(s) authorized signatory Prof. Dr. med.

Date 24.02.2023

Read and acknowledged:



UNIVERZITA KARLOVA



Titles Prof. Dean of the Faculty of Science

Date 19 -10- 2022

UNIVERZITA KARLOVA
PŘÍRODOVĚDECKÁ FAKULTA
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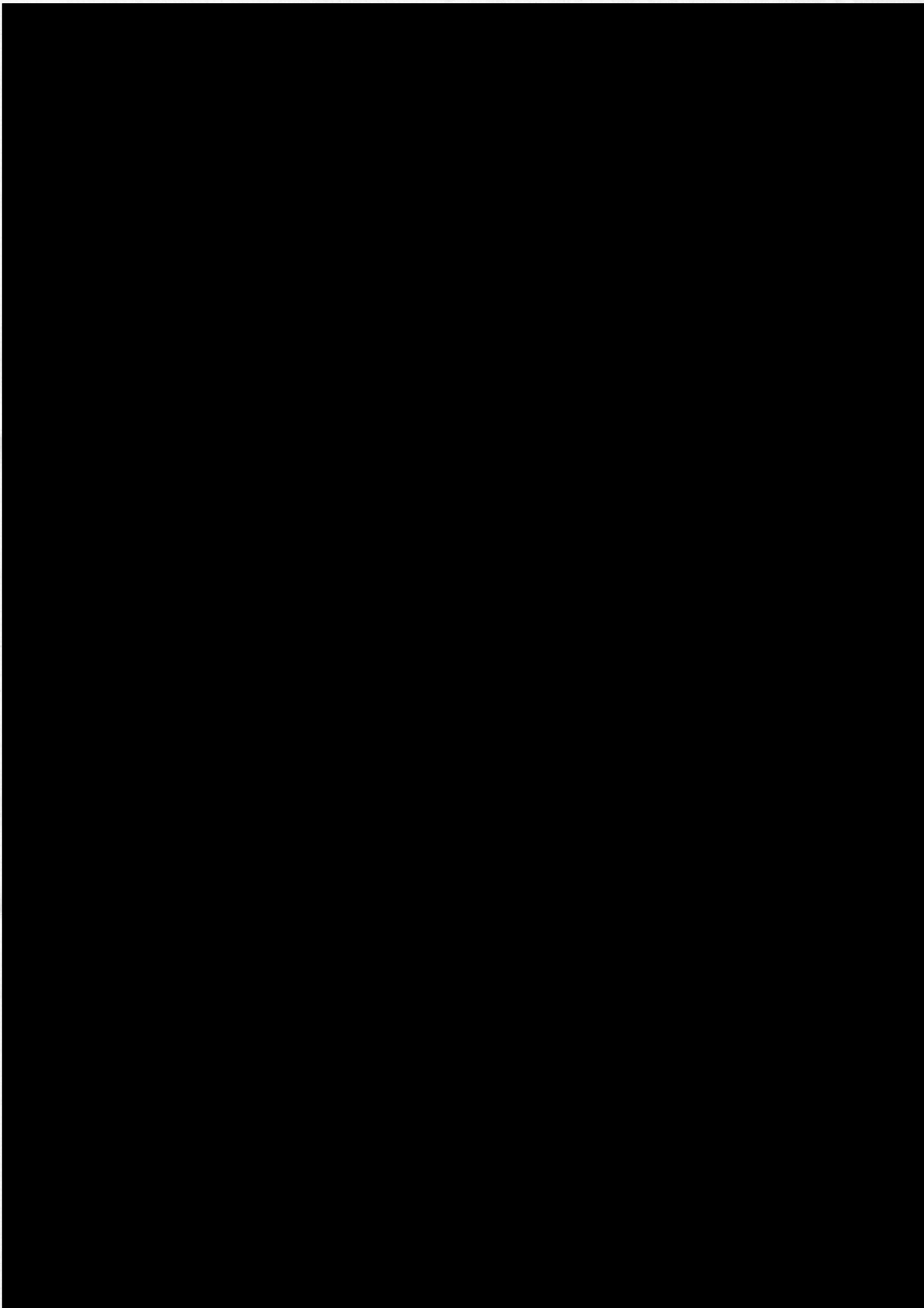
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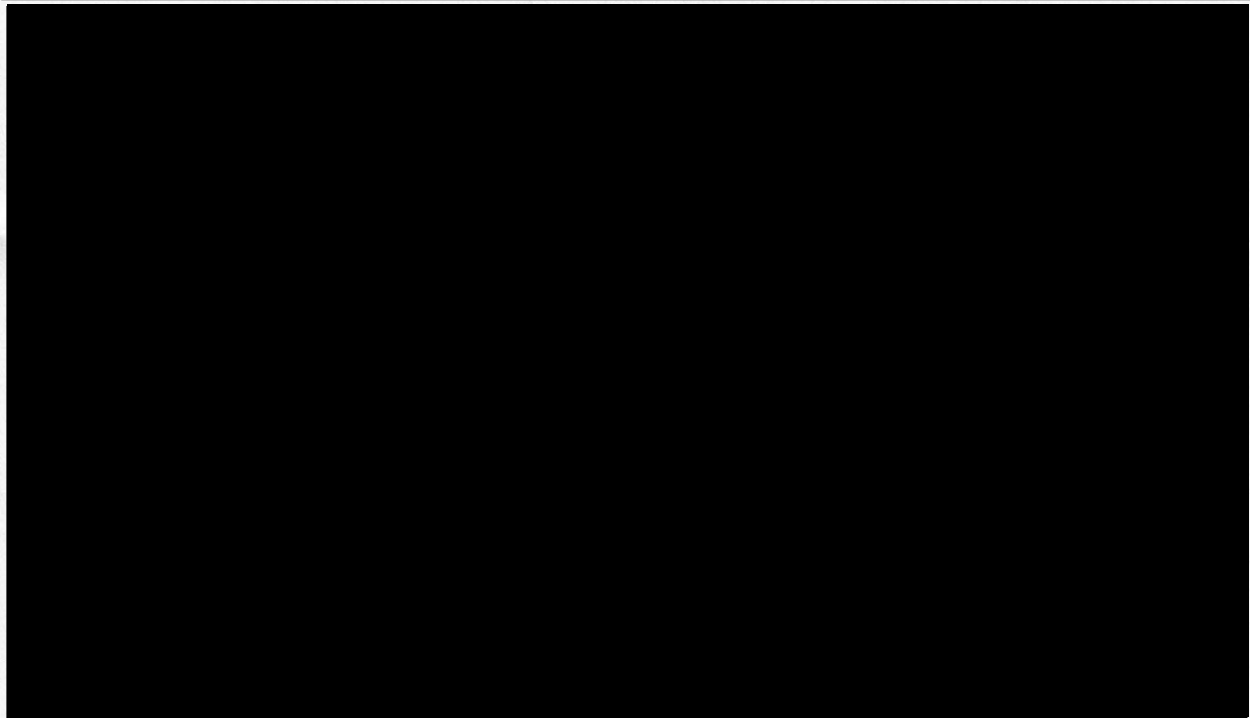
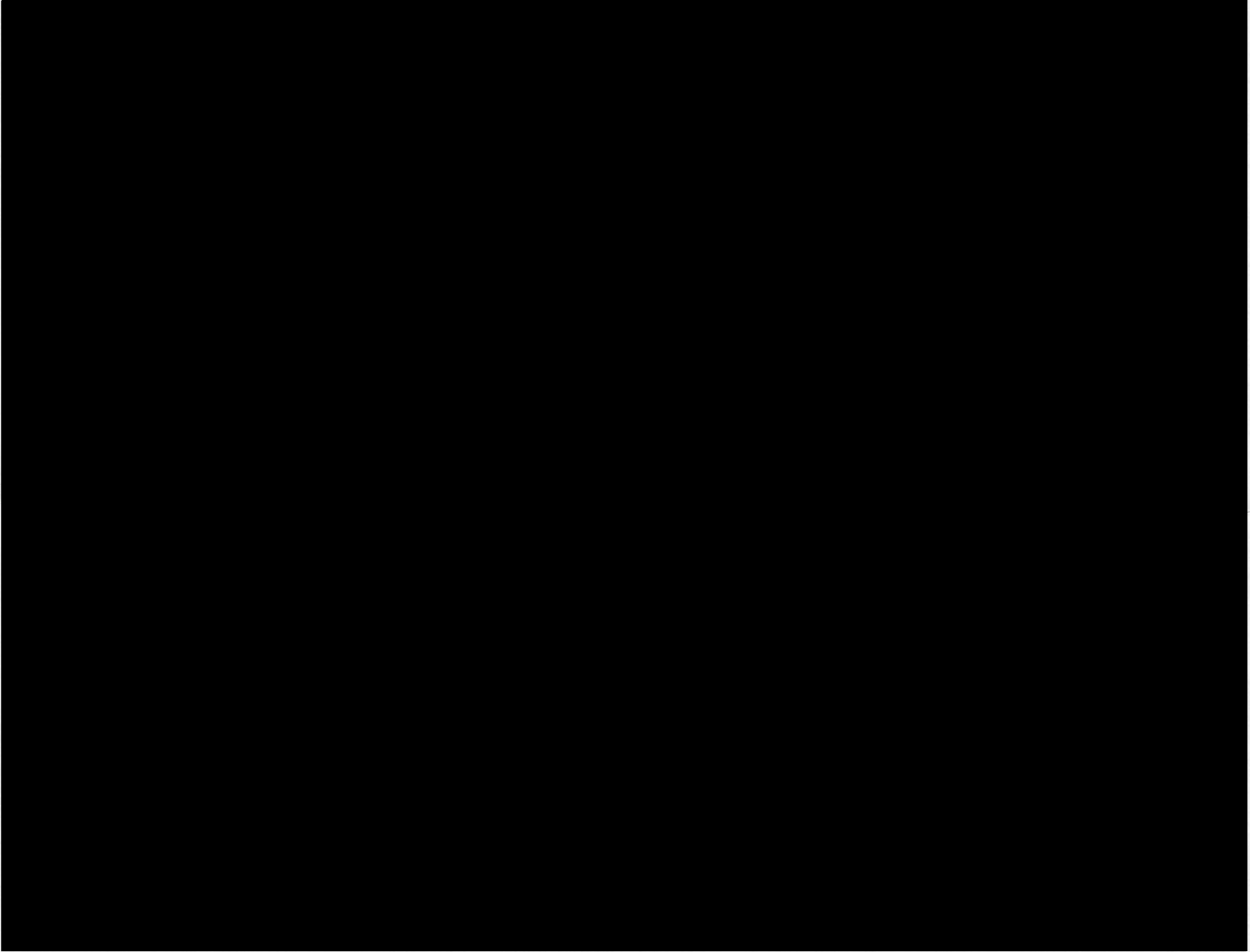
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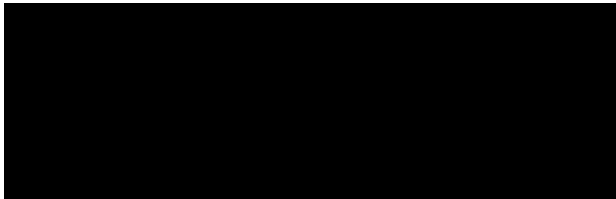


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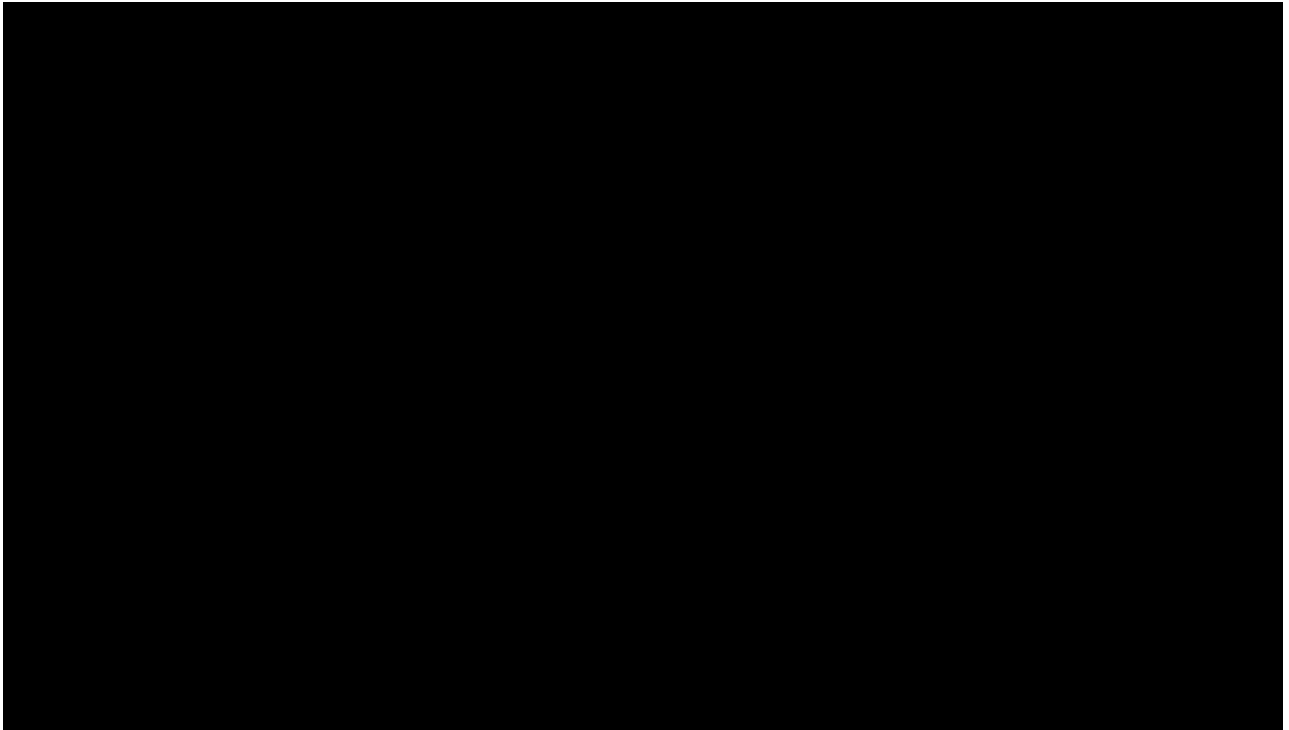
Title(s): Dean, Faculty of Pharmacy

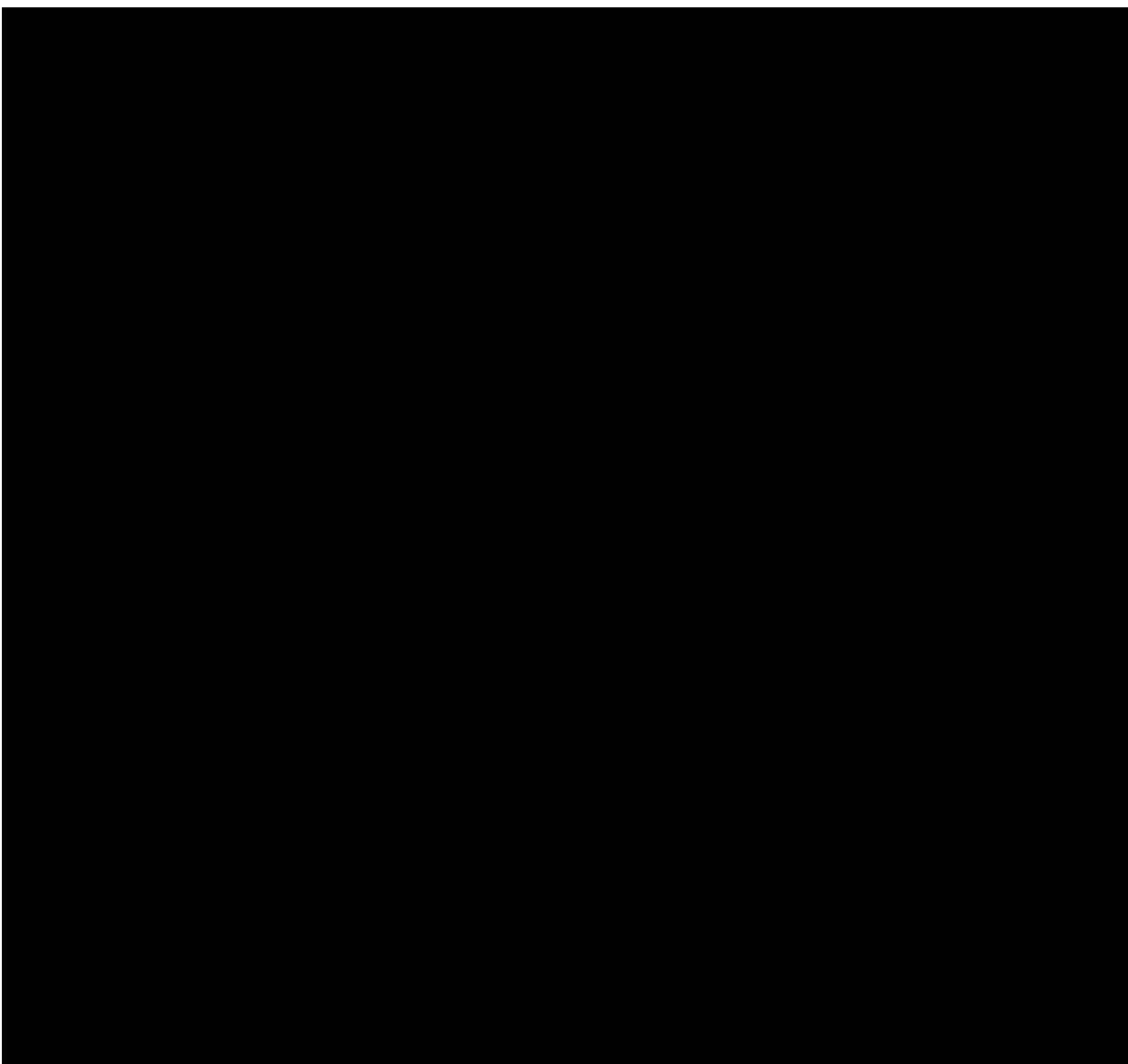
Date 08 March 2023



Title(s): Principal Investigator, Faculty of Pharmacy

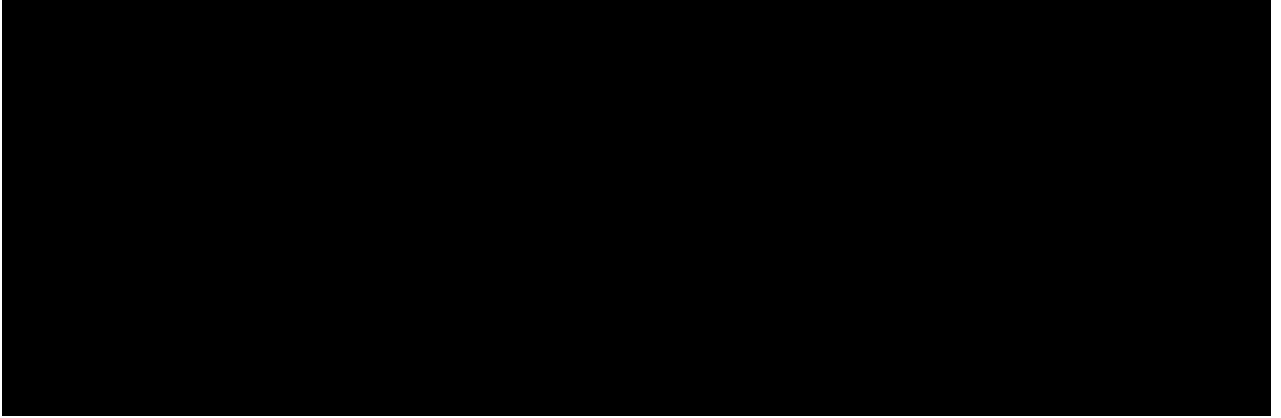
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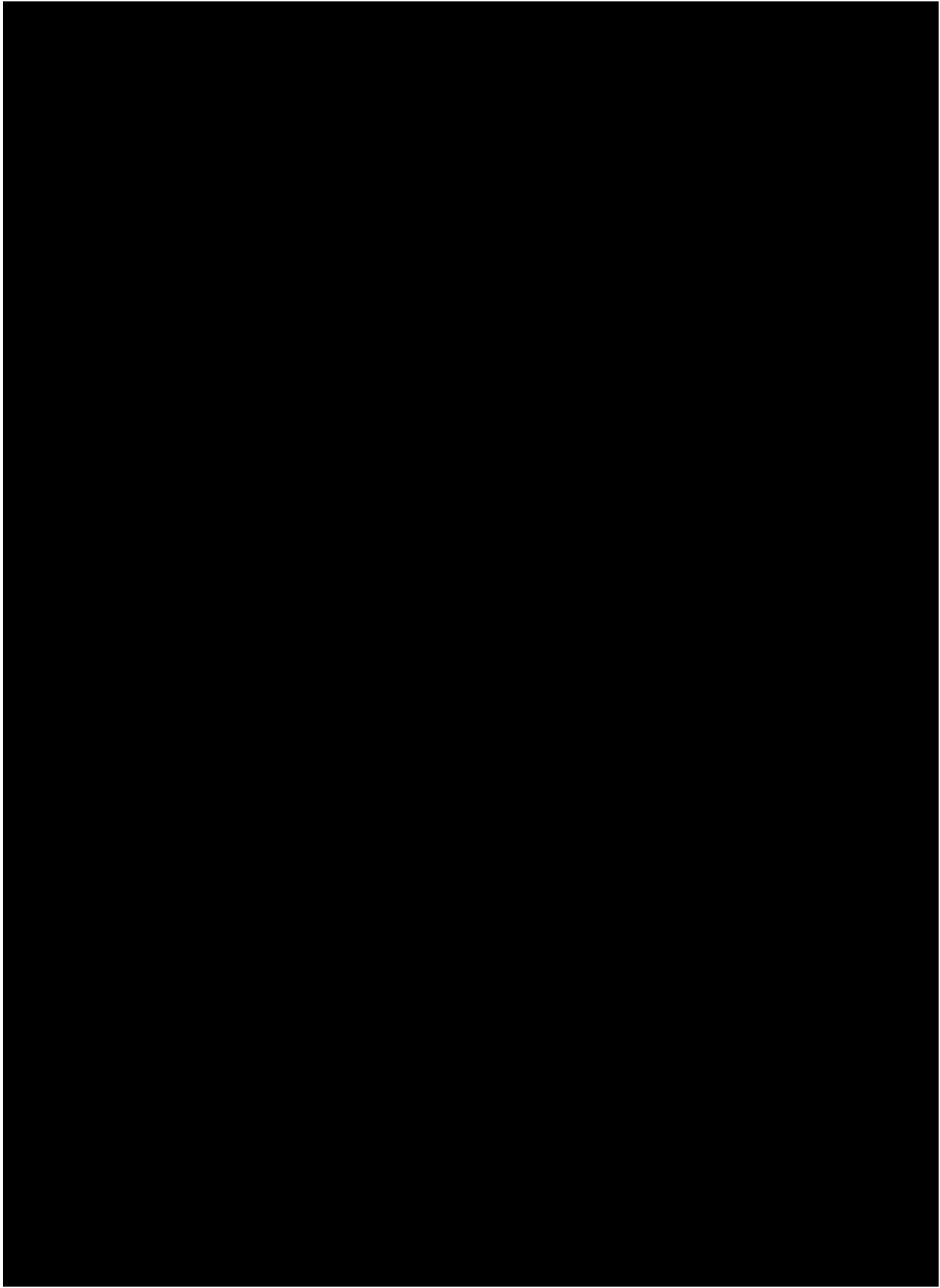


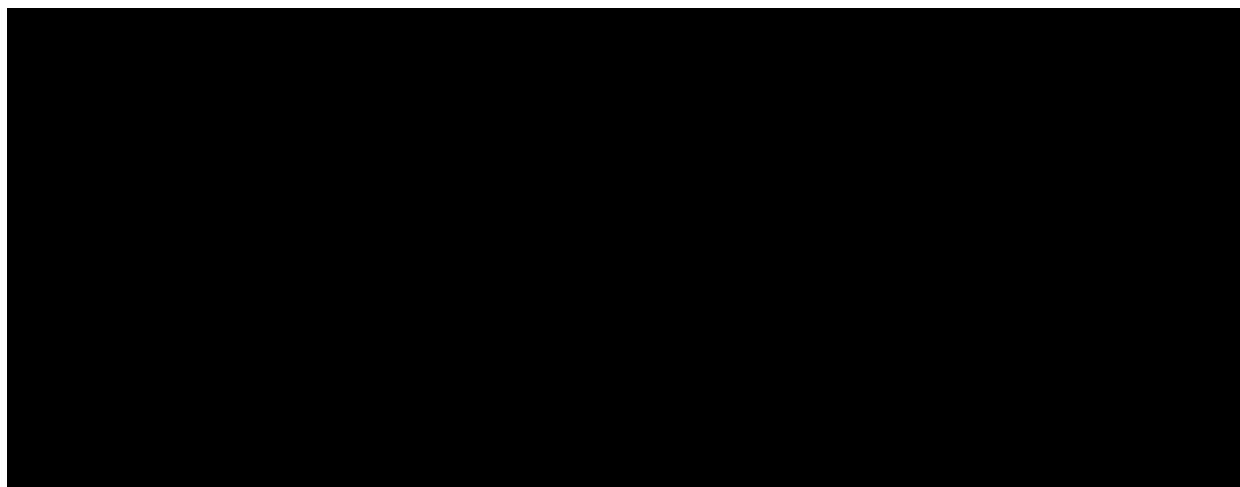


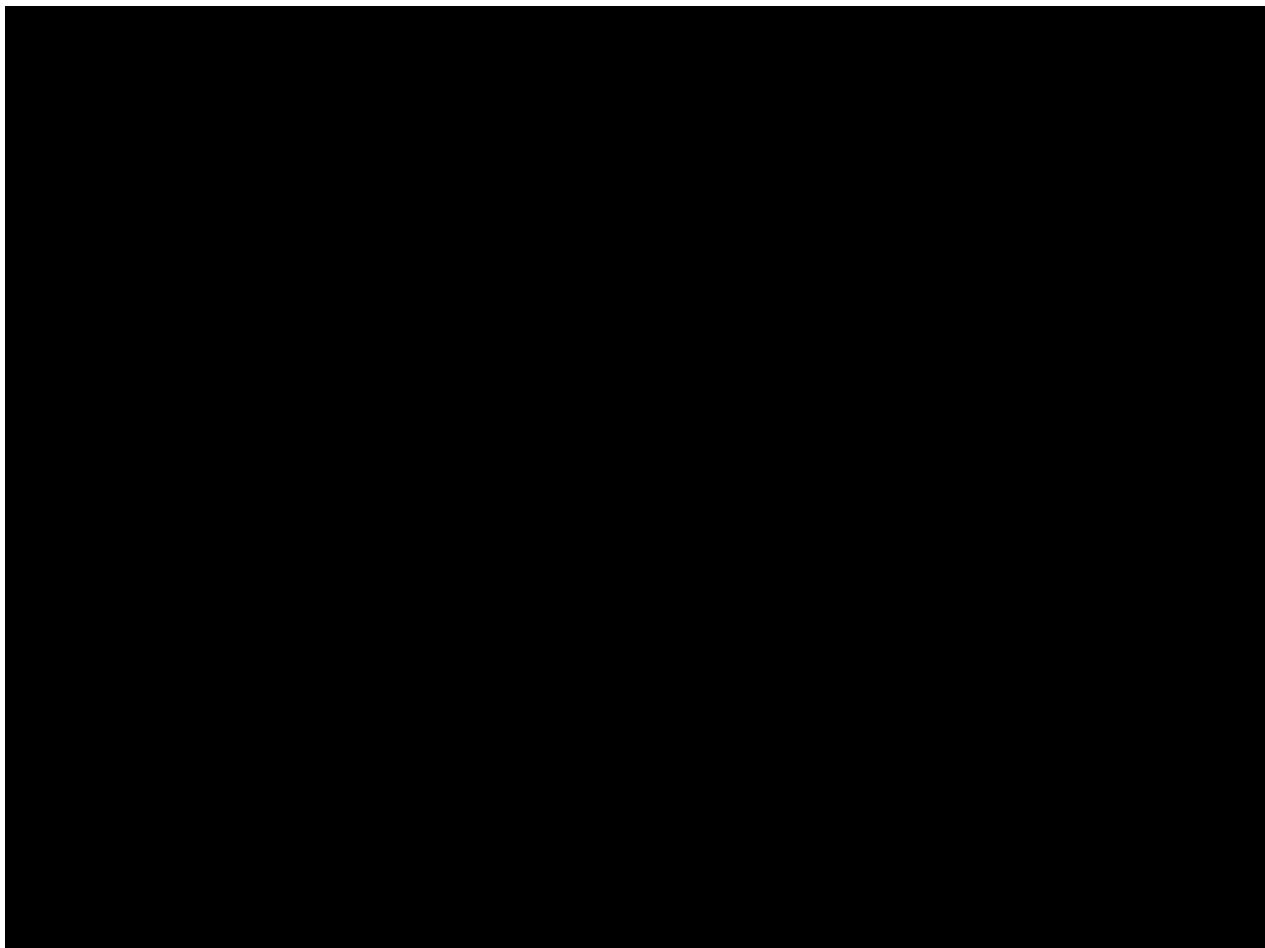


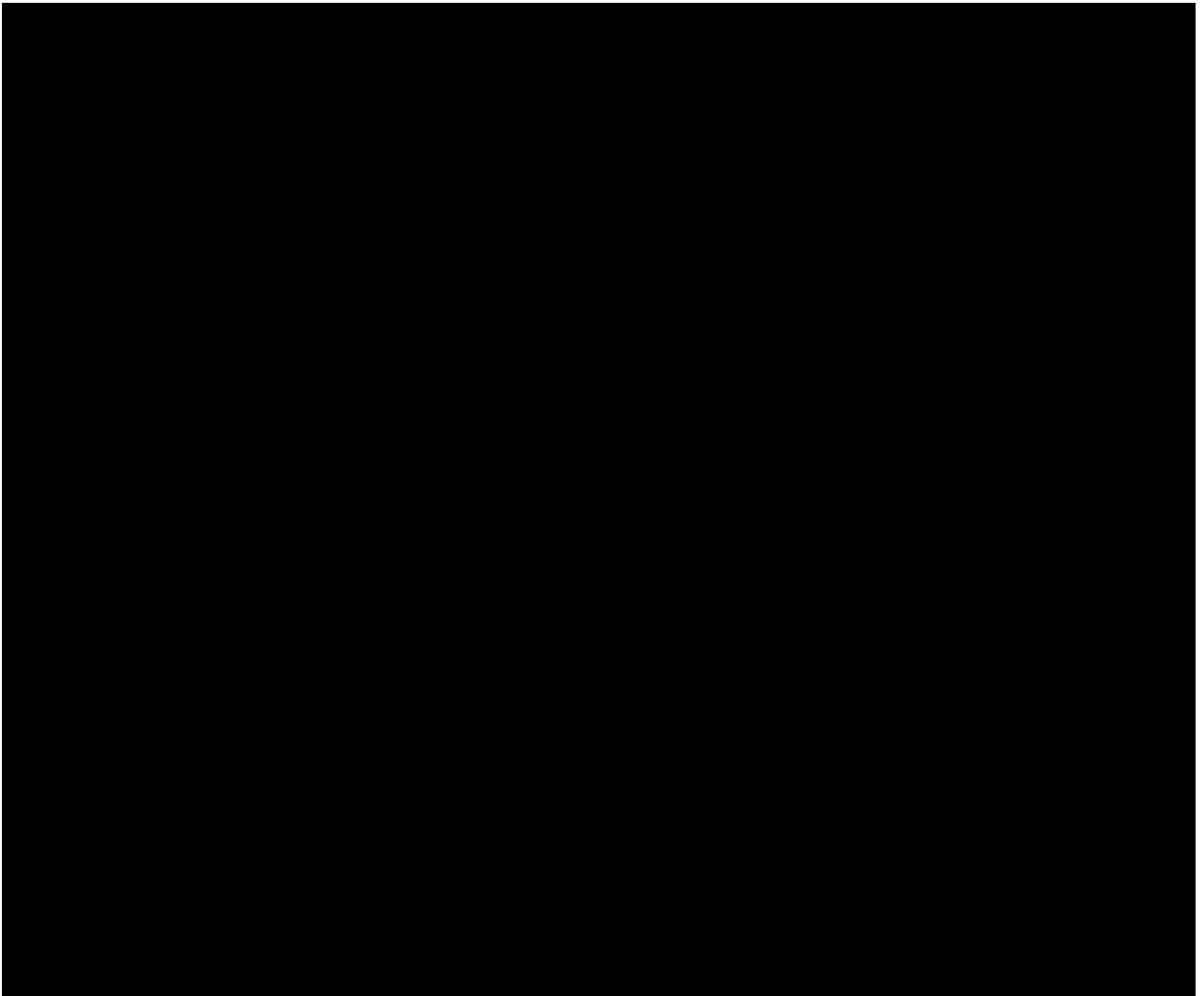




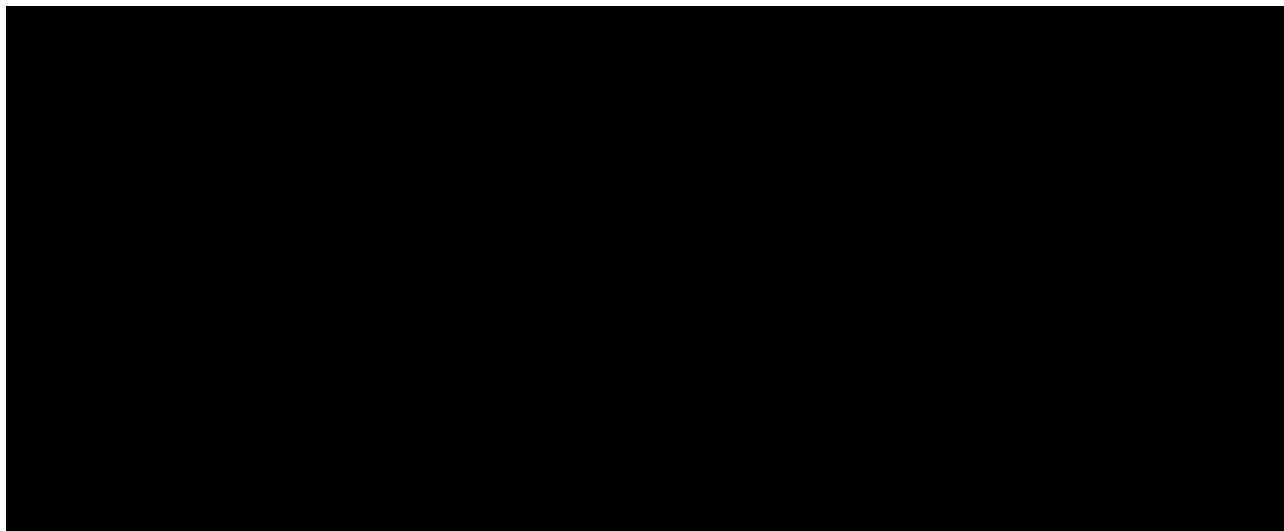




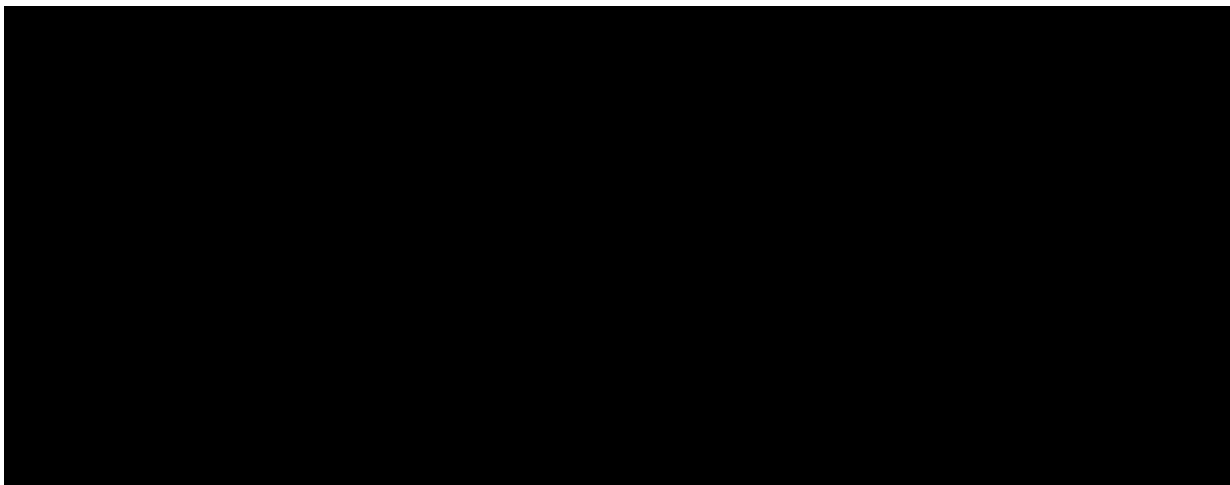


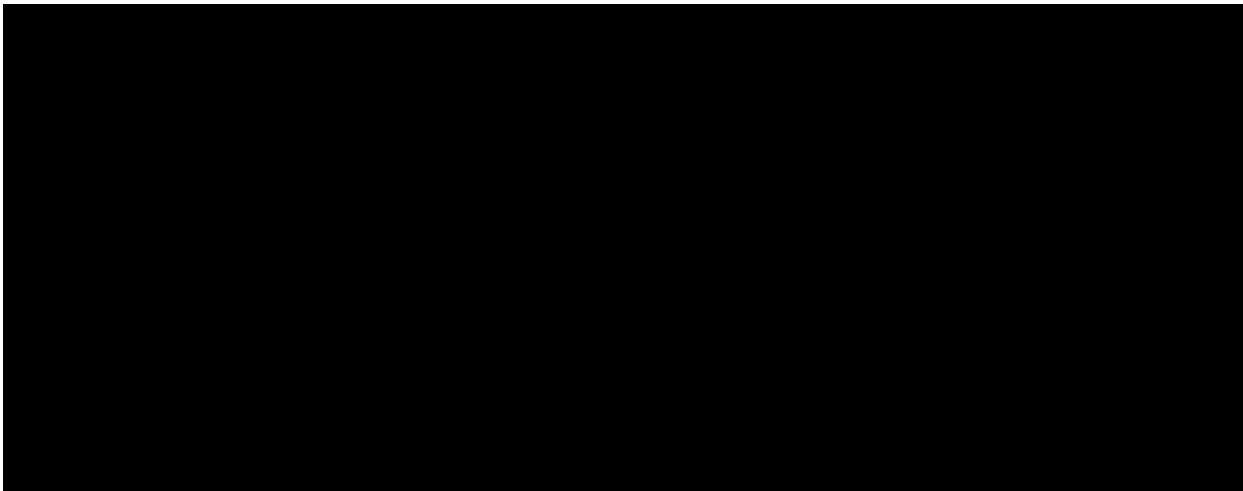












Attachment 2: Accession document

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 8.3.2.

Attachment 4: Identified entities under the same control according to Section 9.5

Attachment 5: NDA for Scientific Advisory Board agreed under Section 6

NON-DISCLOSURE AGREEMENT

Horizon Europe project GetRadi (GA No 101072427)

The Non-Disclosure Agreement, hereafter called the "Agreement", is entered into force on theby and between:

1. The Coordinator of the GetRadi project, UNIVERSITY OF COPENHAGEN, on behalf of the Beneficiaries,

ASTRAZENECA AB

UNIVERSITAETSKLINIKUM FREIBURG

ACADEMISCH ZIEKENHUIS LEIDEN, Netherlands (LUMC)

MAX DELBRUECK CENTRUM FUER MOLEKULARE MEDIZIN IN DER HELMHOLTZ-GEMEINSCHAFT

USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE

MILTENYI BIOTEC BV & CO KG

As well as the following Associated Partners:

SYNVOLUX THERAPEUTICS BV

AMNIOTICS AB

THE UNIVERSITY OF EDINBURGH

CHARITE - UNIVERSITAETSMEDIZIN BERLIN

UNIVERZITA KARLOVA

ALBERT-LUDWIGS-UNIVERSITAET FREIBURG,

HELSINGIN YLIOPISTO,

hereinafter referred to as the "Disclosing Party/ies" or "Discloser(s)",

and

2., hereinafter referred to as "the Recipient".

WHEREAS:

- The Discloser(s) and Recipient hereto intending to collaborate in the EU funded Horizon Europe project 'Gene Therapy of Rare Diseases (*GetRadi*)
- The Coordinator is a party in the Grant Agreement of the GetRadi project (GA No 101072427). The Recipient is commissioned by the Discloser in relation with tasks pertaining to the GetRadi project;
- The Recipient has been appointed by the GetRadi consortium in accordance with the provisions of the Consortium Agreement as External Advisory Board member.

IT IS AGREED AS FOLLOWS:

1. Purpose of the Disclosure of Confidential Information

The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of getting advice in the EU funded Horizon Europe project "GetRadi" (the Purpose).

2. Confidential Information

2.1 The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose.

2.2 For the purposes of this Agreement, Confidential Information means all information in whatever form or mode of communication, which is disclosed by the Disclosing Party to 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.

Every information disclosed to Recipient orally or by any other support during the occurrence of a meeting to which the Recipient has been invited, shall be considered a Confidential Information, except when expressly notified otherwise by the Discloser
Confidential Information shall include especially but not be limited to

- a) information regarding biological material and substances;
- b) studies, drafts, manuscripts, patent applications, product specifications, formulas, designs, clinical data, manufacturing processes, inventions, information on intended uses, descriptions, evaluations and information on business relationships.

2.3 Notwithstanding the aforementioned, Confidential Information shall exclude information that:

- (i) the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- (ii) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- (iii) 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;
- (iv) the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- (v) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;

- (vi) the Confidential Information was already known to the Recipient prior to disclosure; or
- (vii) 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.

2.4 If the Recipient 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 Discloser, and
- comply with the Discloser's reasonable instructions to protect the confidentiality of the information.

3. Undertakings of the Recipient

3.1 The Recipient hereby undertakes to:

- a. to keep Confidential Information strictly secret and confidential.
- b. Not to use Confidential Information otherwise than for other purpose than the Purpose;
- c. not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- d. not to obtain Confidential Information through any improper use such as the examination or dismantling of a product, object, or substance temporarily or permanently made available by the Discloser that is not publicly available and to not decompile, reassemble, reverse engineer, or otherwise analyse any of Confidential Information, or any materials, samples, or other items containing Confidential Information except to the extent necessary for the Purpose or permitted by mandatory law
- e. to return to the Disclosing Party, or destroy, upon request of the Disclosing Party, all Confidential Information that has been disclosed including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipient 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.

3.2 The Recipient shall promptly inform the Discloser in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

3.3 The Recipient shall be responsible for the fulfilment of the above obligations on the part of any employee that might handle any Confidential Information and shall ensure that they remain so obliged in accordance with the dispositions of the present Agreement.

3.4 Neither this Agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

4. Duration and Termination

This Agreement shall become effective upon signature by the Parties and remain in effect until after the termination of the Horizon Europe project GetRadi (GA No 101072427). The provisions of Section 3 of this Agreement shall continue for 5 (five) years beyond the end of the term of this Agreement.

5. Applicable Law and Jurisdiction

This Agreement shall be construed and interpreted by the laws of Belgium. The courts of Brussels shall have exclusive jurisdiction.

6. Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

7. Subsequent Agreements

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

8. Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

<p>Signed:</p> <p>On behalf of the Discloser, [NAME], [TITLE],</p> <p>.....</p> <p>Signature</p> <p>Done aton</p>	<p>Signed:</p> <p>The Recipient</p> <p>.....</p> <p>Signature</p> <p>Done aton</p>
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Attachment 6: **Template for Career Development Plan**

Career Development Plan-Year 1

(Draft)

Name of DC:

Department:

Name of Supervisor:

Date:

BRIEF OVERVIEW OF RESEARCH PROJECT AND MAJOR ACCOMPLISHMENTS EXPECTED (half page should be sufficient):

LONG-TERM CAREER OBJECTIVES (over 5 years):

1.

Goals:.....
.....

2. What further research activity or other training is needed to attain these goals?.....
.....

SHORT-TERM OBJECTIVES (1-2 years):

1. Research results

o Anticipated publications:

.....
.....

o Anticipated conference, workshop attendance, courses, and /or seminar presentations:

.....
.....

2. Research skills and techniques:

o Training in specific new areas, or technical expertise etc:

.....
.....

3. Research management:

o Fellowship or other funding applications planned (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)

.....
.....

4. Communication skills:

.....
.....

5. Other professional training (course work, teaching activity):

.....
.....

6. Anticipated networking opportunities

.....
.....

7. Other activities (community, etc) with professional relevance:

.....
.....

Date & Signature of fellow:

Date & Signature of supervisor

Career Development Plan-Final year

(Draft)

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

LONG-TERM CAREER OBJECTIVES (over 5 years):

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

SHORT-TERM OBJECTIVES ACHIEVED DURING THE TRAINING PERIOD:

1. Research results
 - o Publications (incl. in press):

 - o Conference, workshop attendance, courses, and /or seminar presentations:

2. Research Skills and techniques acquired:
 - o Training in specific new areas, or technical expertise etc:

3. Research management:
 - o Fellowship or other funding applications achieved (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)

4. Communication skills:

5. Other professional training (course work, teaching activity):

6. Anticipated networking opportunities

7. Other activities (community, etc) with professional relevance:

Date & Signature of fellow:

Date & Signature of supervisor

Career Development Plan

Guidance on some of the competencies expected

The following points are a non-exhaustive series of aspects that could be covered by the Career Development Plan, and it is relevant to the short-term objectives that will be set by the DC and the reviewer at the beginning of the fellowship period. These objectives should be revised at the end of the fellowship and should be used as a pro-active monitoring of progress in the DC's career.

1. Research results.

These should give an overview of the main direct results obtained as a consequence of the research carried out during the training period. It may include publications, conference, workshop attendance,

courses, and /or seminar presentations, patents etc. This will vary according to the area of research and the type of results most common to each field. The information at this level should be relatively general since the career development plan does not strictly constitute a report on the scientific results achieved.

2. Research Skills and techniques acquired.

Competence in experimental design, quantitative and qualitative methods, relevant research methodologies, data capture, statistics, analytical skills.

Original, independent and critical thinking.

Critical analysis and evaluation of one's findings and those of others

Acquisition of new expertise in areas and techniques related to the DC's field and adequate understanding their appropriate application

Foresight and technology transfer, grasp of ethics and appreciation of Intellectual Property Rights.

3. Research management.

Ability to successfully identify and secure possible sources of funding for personal and team research as appropriate.

Project management skills relating to proposals and tenders work programming, supervision, deadlines and delivery, negotiation with funders, financial planning, and resource management.

Skills appropriate to working with others and in teams and in teambuilding.

4. Communication skills.

Personal presentation skills, poster presentations, skills in report writing and preparing academic papers and books.

To be able to defend research outcomes at seminars, conferences, etc.

Contribute to promote public understanding of one's own field

5. Other professional training (course work, teaching activity):

Involvement in teaching, supervision or mentoring

6. Anticipated networking opportunities.

Develop/maintain co-operative networks and working relationships as appropriate with supervisor/peers/colleagues within the institution and the wider research community

7. Other activities (community, etc) with professional relevance.

Issues related with career management, including transferable skills, management of own career progression, ways to develop employability, awareness of what potential employers are looking for when considering CV applications etc.

Attachment 7: Template Secondment Agreement

Template [ACRONYM] Secondment Agreement

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

PROJECT ACRONYM Secondment Agreement

This Agreement is made between:

Seconding Entity, established in [address], a Beneficiary in the **PROJECT ACRONYM** network, hereinafter the Seconding Entity,

and

[HOSTING ENTITY or PARTNER ORGANISATION NAME], established in _____ | COUNTRY, a Partner Organisation in the **PROJECT ACRONYM** network, hereinafter the Host Entity,

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

Have agreed the following:

1 Definitions:

Capitalized terms used but not defined in this Agreement will have the meaning ascribed to such terms in the Grant Agreement or Consortium Agreement, as applicable.

Doctoral Candidate: **NAME SURNAME** (herein the DC): is a researcher in the first four years (full-time equivalent) of her research activity, including the period of research training, employed by the Seconding Entity,

Secondment: means the period during which the DC is hosted by the Host Entity.

Secondment Plan: The detailed plan of activities to be carried by the DC in the Host Entity institution. Such plan is attached to this Agreement.

The Project/PROJECT ACRONYM Project: LONG TITLE (PROJECT ACRONYM)

2 Purpose and terms

2.1 The Seconding Entity and the Host Entity are parties to the PROJECT ACRONYM Consortium Agreement dated dd/mm/yyyy (the “**Consortium Agreement**”). The Seconding Entity agrees to the placement of the DC with the Host Entity, as a seconded DC within the framework of the ‘**PROJECT ACRONYM**’ Marie Skłodowska-Curie Action: Innovative Training Network, funded through the Grant Agreement (number), ‘(PROJECT TITLE), PROJECT ACRONYM’ (the “**Grant Agreement**”), for 100% full time equivalent on the following conditions:

2.2 Period of Secondment:

- a. Starting Date: dd/mm/yyyy
- b. End Date: dd/mm/yyyy

3 Activities

During the period of the secondment the DC will undertake the role of **visiting researcher** and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Host Entity in (*insert address*) and the DC will reside in that country for the Period of Secondment.

The Host Entity will provide the facilities necessary, including equipment, for the DC to perform the tasks as outlined in the attached Secondment Plan for the duration of this Agreement. The DC will provide a report of all results of the Secondment Plan to the Host Entity and the Seconding Entity.

4 Fees

4.1 The Supporting Entity will pay to the Host entity a fixed amount of _____ bench fees at the beginning of the Period of Secondment, which shall also cover any extension of the latter period, or of the planned activities

OPTION: The Host Entity will not require the payment of any fees for the DC’s *secondment*.

5 Financial obligations

5.1 The Host Entity shall cover the costs associated with the DC's general use of premises, infrastructure, equipment, products and consumables during the Period of Secondment.

5.2 In no event shall the Host Entity be responsible for the payment or waiver of any costs associated with the accomodation, board or travel expenses of the DC.

5.3 For the activitites carried out in the framework of this Agreement, during the Secondment Period, the DC will not receive incomes from the Host Entity, and shall continue to be employed and receive her income from the Seconding Entity.

6 Secondment Activities Terms

6.1 The DC shall at all times remain subject to the terms and conditions under her contract with the Seconding Entity. The DC will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to its appointment of the DC. Any current pension arrangements of the DC will remain unchanged.

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

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

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

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

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

6.6 The Host Entity agrees to provide the DC with 25 days (twentyfive days) leave per annum, pro rata to the full time entitlement of 25 days (twentyfive days) annual leave per annum as per the DC's terms of conditions of employment. In addition, the DC will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.

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

6.8 The Seconding Entity shall not be liable to the Host Entity in respect of any loss or damage suffered by the latter, arising out of or relating to the DC's activities during the secondment under this

Agreement or in respect of any failure to provide a particular result, or arising out of or relating to the termination of the DC's appointment at the Host Entity prior to the expiry date.

6.8 The Seconding Entity shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Host Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. The Seconding Entity shall furthermore not be liable for any loss or damage suffered by any party arising out of, or relating to the DC's failure to fully meet her responsibilities under the relevant national laws and/or regulations applying to the Seconding Entity.

6.9 So far as is reasonably practicable, the Host Entity will use reasonable efforts to ensure that the premises, plant, equipment and working environments are safe and without undue risk to the health and safety of the DC and other persons who may also be affected.

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

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

7 Intellectual Property

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

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

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

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

7.1 Any Results, including information and intellectual property rights, whether or not they can be protected, arising out of the DC's activity carried out according to this Agreement shall be the property of the Seconding Entity.

7.2 Nothing in this Agreement shall be so construed or interpreted in any way as to confer ownership or any access rights for the Host Entity with regards to the results and information generated under the PROJECT ACRONYM Project outside of this Agreement or the information, copyrights, data, documents, materials or intellectual property rights owned by the other participants in the PROJECT ACRONYM Project.

7.3 The DC has entered into a separate agreement with the Host Entity on confidentiality and will abide by its terms.

7.4 All right, title and interest in and to all materials and technologies provided hereunder by the Host Party, including in each case all intellectual property rights related thereto, shall remain the property of the Host Party. Except as expressly provided in this Agreement, no express or implied licenses are provided hereunder by any party. The DC shall not use, disclose or distribute any of the materials or technologies provided to her hereunder or any other materials based on the foregoing, except as required for the conduct of the Secondment Plan and her PhD thesis, case in which the DC will follow the notification procedure described in 7.8 below. All materials and technologies provided hereunder by the Host Party are provided on an "as-is" basis, and the Host Party expressly disclaims all express or implied representations and warranties of any kind with respect to such materials and technologies.

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

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

7.7 The DC shall inform the Seconding Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the PROJECT ACRONYM Grant Agreement or the PROJECT ACRONYM Consortium Agreement.

7.8 Dissemination and notification procedure

7.8.1 Provided the notification procedure below, the Parties agree to cooperate in order to allow the timely submission, examination, publication and defence of any publication or dissertation leading up to the award of a PhD title for the DC, publication or dissertation which includes Results, subject to the Confidentiality agreement concluded between the DC and the Host Entity.

7.8.2 During the Secondment, and for a period of 1 year after the end of the MiRA Project, the dissemination of own Results by one of the Parties, and/or the DC, including but not restricted to publication and presentations, shall be governed by the procedure of Article 29 of the Grant Agreement, subject to the following provisions.

7.8.3 Prior notice for **short publications** such as abstracts, presentations and posters shall be given to the other Parties as soon as possible, and with no less than **15 (fifteen) calendar days** prior to the presentation or the submission of the poster.

7.8.4 Prior notice of **planned long publications (with a length over 1000 (onethousand) words)**, e.g. abstracts, academic articles, manuscripts shall be given to the other Parties at least 45 (fortyfive) calendar days before the publication.

7.8.5 Any **objection** to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination as follows:

- for dissemination of **short publications**, the objection(s) should be given as soon as possible and no later than **7 (seven) calendar days** after receipt of the notice,
- for **long publications**, the objection(s) should be made within **30 (thirty) calendar days** after receipt of the notice.

If no objection is made within the time limit stated above, the dissemination is permitted.

7.8.6 An objection is justified if:

- (a) the protection of the objecting Party's Results or Background would be adversely affected, and/or
- (b) the proposed publication includes the Confidential Information of the objecting Party, and/or
- (c) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

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

7.8.7 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.

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

8 Additional Provisions

8.1 Nothing in this Agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the PROJECT ACRONYM Grant Agreement.

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

8.3 The period of this Agreement remains subject to review at any time by the Seconding Entity and the Host Entity (see 'Termination' below) and can be altered by written agreement, signed by both Parties.

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

9 Termination

9.1 This Agreement shall be terminated if the DC's appointment by the Seconding Entity is terminated irrespective of reason. This Agreement may be terminated by the Host Entity for any breach of this Agreement by the DC, upon giving written notice to the DC and the Seconding Entity, with a minimum **10 working days prior delay**.

9.2 At the end of the Agreement the DC will resume her full duties of the post of the DC at the Seconding Entity.

10 Signatures

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

Signed..... Date: Stamp:
NAME
JOB TITLE

For and on behalf of the University Of Copenhagen / Seconding Entity

Signed..... Date: Stamp:
NAME
JOB TITLE

For and on behalf of the **Host Entity**.,

Read and agreed:

Signed..... Date:
DC NAME / SURNAME

Secondment Plan

[To be attached prior to signature]