

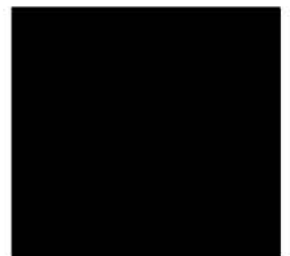
# Consortium Agreement



[FANTOM]

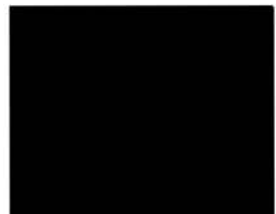
Version [1] – [25.08.2022]

(Based on DESC A – 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 1<sup>st</sup> January 2023, hereinafter referred to as the Effective Date

### **BETWEEN:**

**MASARYKOVA UNIVERZITA (MU)**, Žerotínovo náměstí 9, 601 77 Brno, The Czech Republic, the Coordinator

**MEDIZINISCHE UNIVERSITAET WIEN (MUW)**, SPITALGASSE 23, WIEN 1090, Austria

**UNIVERSITA DEGLI STUDI DI TORINO (UNITO)**, VIA GIUSEPPE VERDI 8, TORINO 10124, Italy

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**KLINIKUM RECHTS DER ISAR DER TECHNISCHEN UNIVERSITAT MUNCHEN (TUM-MED)**, ISMANINGER STRASSE 22, 81675, MUENCHEN, Germany

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

relating to the Action entitled

**Future of ALCL: Novel Therapies, Origins, Bio-Markers and Mechanism of resistance**

in short

### **FANTOM**

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

#### “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 agreed budget as first 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 4.2 of this Consortium Agreement.

#### “Needed”

means:

*For the implementation of the Project:*

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

#### “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.

An entity becomes a new 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 Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

### 3.3 Survival of rights and obligations

The provisions relating to 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.

### **4.2 Breach**

In the event that the Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, 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.

### **4.3 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.

### **4.4 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.



## **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 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, except in case of breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful 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.

Each Party will notify the Consortium Body 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.

## **6 Governance structure**

### **6.1 General structure**

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

The Supervisory Board (SB) as the network's internal decision-making body, composed of representatives of all Beneficiaries and Associated partners plus two elected representatives from among the recruited researchers (researcher representatives) as well as the dissemination and engagement manager (DEM), the green officer (GO) and the equal opportunities representative (EOR).

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. The Coordinator will chair the SB.

Management of scientific conduct: All bodies (Research Board; RB, Training Committee; TC, Researcher Committee) will report to the Supervisory Board ("SB") through the project management team (PMT) and any issues or problems requiring decisions will be placed on the official agenda and discussed by the SB.

The Scientific Advisory Board (SAB) with 3 international science experts will meet annually to provide advice to the development of the network and to contribute to quality management. An impartial ombudsperson, elected by the SB, will deal with complaints/appeals of researchers, including between supervisors and researchers.

## **6.2 Members**

The Supervisory Board shall consist of one representative of all Beneficiaries and Associated partner, Researcher Representative and a Dissemination and engagement manager. (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

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

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 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

## **6.3 Operational procedures:**

### **6.3.1 Representation in meetings**

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

- should be represented at any meeting of such Consortium Body;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.



### 6.3.2 Preparation and organisation of meetings

#### 6.3.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	Annually	At any time upon written request of any Member of the Supervisory Board
Scientific Advisory Board	Annually	At any time upon written request of any Member of the Scientific Advisory Board

#### 6.3.2.2 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	14 calendar days	7 calendar days
Scientific Advisory Board	14 calendar days	7 calendar days

#### 6.3.2.3 Sending the agenda:

The chairperson of a Consortium Body shall prepare and send each Member of the Consortium Body an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

#### 6.3.2.4 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 the Consortium Body no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

#### 6.3.2.5

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

#### 6.3.2.6

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

#### 6.3.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

### 6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Consortium Body a suggested decision with a deadline for responses of at least 14 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

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

A veto according to Section 6.3.5 may be submitted up to 14 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.

### 6.3.4 Voting rules and quorum

#### 6.3.4.1

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 14 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.

#### 6.3.4.2

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

#### 6.3.4.3

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

#### 6.3.4.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

### 6.3.5 Veto rights

#### 6.3.5.1

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

#### 6.3.5.2

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

#### 6.3.5.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting or within 14 calendar days after receipt of the draft minutes of the meeting. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

#### 6.3.5.4

When a decision has been taken without a meeting a Member may veto such decision within 14 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

#### 6.3.5.5

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 its Members.

#### 6.3.5.6

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.

#### 6.3.5.7

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

### 6.3.6 Minutes of meetings

#### 6.3.6.1

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 draft minutes to all Members within 10 calendar days of the meeting.



### 6.3.6.2

The minutes shall be considered as accepted if, within 14 calendar days from receipt, no Members have sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

### 6.3.6.3

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

### 6.3.7 Decisions of the Supervisory Board

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

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
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the 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

Appointments

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

- **Scientific Advisory Board (SAB)** members

For coordinating the network-wide training activities the Supervisory Board, with the support of the Project Management Team shall also:

- Monitor the effective and efficient implementation of the Project,
- Collect information at least annually on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan

- Support the Coordinator in preparing meetings with the Funding 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 29
- Ensure that the skills acquired by Researcher fulfil the needs of both academia and the non-academic sector in order to enhance the inter-sectoral employability of the Researchers
- Establish an active and continuous communication and exchange of best practice among the Parties, Associated Partners, Researcher and any stakeholders involved in the Project to maximise the benefits of the partnership

## **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 certification) and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of Supervisory Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party 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.

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 Research Board**

The Research Board is formed by the leaders of Work Package ("WP") 1-3, researcher representative, the Dissemination and engagement manager, is chaired by the Project Manager and reports to the Supervisory Board. The main task is to coordinate the research activities and monitor progress towards the project activities.

### **6.6 Project Management Team**

The Project Management Team shall be proposed by the Coordinator. It shall be appointed by the Supervisory Board and shall assist and facilitate the work of the Supervisory Board and the Coordinator for executing the decisions of the Supervisory Board as well as the day-to-day management of the Project.

### **6.7 Researcher Committee**

The researchers are represented in the governing structure through the researcher committee in which all researchers will participate with assistance from the Project Manager. This committee will allow all researchers to voice their opinions, to provide feedback and give a formal channel to air their problems.

### **6.8 Training Committee**

The Training Committee will oversee and coordinate the diverse training activities of FANTOM and report to the Supervisory Board. Chaired by the lead of WP5 it is formed by the WP leaders of WP4-6, the Project Manager, at least 2 representatives of the Associated Partner leaders and the researcher representatives as well as the Dissemination and engagement manager.

## **7 Financial provisions**

### **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 Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.



An Associated Partner shall have no entitlement to any portion of the financial contribution provided by the Granting Authority unless separately agreed in writing with the Party concerned for the Associated Partner's tasks carried out in accordance with the Consortium Plan. Such financial contribution must be accommodated within that Party's share of the Granting Authority's budget

#### **7.1.2 Justifying Costs**

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

#### **7.1.3 Funding Principles**

A Party that implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

#### **7.1.4 Excess payments**

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party 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 Party has received excess payment, the Party 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 Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

#### **7.1.5 Revenue**

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

#### **7.1.6 Financial Consequences of the termination of the participation of a Party**

A Party 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 Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in c

to perform the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The Supervisory Board should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

### **7.1.7 Allocation of Management and Overheads cost category**

The Parties agree that the estimated budget for the Project as indicated in Annex 2 does not apply. Instead, the Coordinator will retain 100 EUR per eligible person month of the other Parties' total amount of category B1 – Researching training and networking costs in order to cover training and networking events. In addition, the Coordinator will retain 550 EUR per eligible person month of the other Parties' total amount of category B2 – Management and indirect costs in order to cover the cost of the Management Support Team. The estimated budget for the Project as indicated in Attachment 8 shall apply.

## **7.2 Payments**

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

In particular, the Coordinator shall:

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

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

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 Party 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 Parties after receipt of payments from the Granting Authority and after signature of this Consortium Agreement without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Party concerned. Each Party shall bear the bank charges associated with the bank transfer incurred on its side.

The Coordinator is entitled to withhold any payments due to a Party 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 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 Party when this is suggested by or agreed with the Granting Authority.



## 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 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, including its share in jointly owned 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 publication. 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. Project budget can only be utilised for publications which have followed this procedure.

Excluded from the need of prior notice are submissions of abstracts to poster presentations, slides and abstracts for oral presentations at workshops, seminars, webinars, symposia, conferences and summer schools, provided that they do not disclose details of research or confidential information of other Parties, and provided that the submission can be retracted if objections by other Parties occur. Such abstracts need to be sent to the other Parties right away upon submission.

#### 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 90 calendar days 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 defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

#### 8.4.5 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.

## 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.

### 9.2 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 non-commercial 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 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. However, there is no obligation to maintain property rights during these twelve months.

## 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".

### 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 end of the Project:

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

## 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 affiliated entities according to Sec. 9.5)
- Attachment 5 (Template for Career Development Plan)
- Attachment 6 (Commitment of Associated Partner)
- Attachment 7 (Template for Secondment Agreement)
- Attachment 8 (Consortium Plan Budget)

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

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

### **11.2 No representation, partnership or agency**

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

### **11.3 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 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an 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 6.3.7 (SP) require a separate written agreement to be signed between all Parties.

### 11.5 Mandatory national law

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

### 11.6 Language

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

### 11.7 Applicable law

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

### 11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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.

## 12 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.

### THE RECTOR OF MASARYK UNIVERSITY

Signature(s)

Name(s) prof. MUDr. Martin Bareš, Ph.D.

Title(s) Rector

Date

09-08-2023

**MEDIZINISCHE UNIVERSITAET WIEN**

Signature



Dipl. Ing. Dr. Michaela Fritz

Vice Rector for Research and Innovation

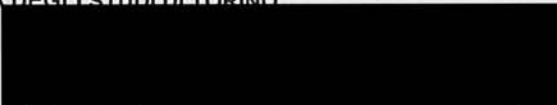
Date 05/17/2023





UNIVERSITA DEGLI STUDI DI TORINO

Signature(s)

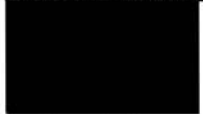



Name(s) Prof. Francesco Novelli

Title(s) Head of Department of Molecular Biotechnology and Health Sciences

Date 22/05/2023

UNIVERSITÀ DEGLI STUDI DI MILANO  BOCCA

Signature(s) 

Name(s) Guido Cavaletti 

Title(s) Vice Rector for Research 

Date 17 MAG. 2023

**UNIVERSITAETSKLINIKUM HAMBURG-EPPENDORF**

Signature(s)

Name(s)

Prof. Dr. Blanche Schwappach-Pignataro

Title(s)

Dean and Member of the Board of Directors / on behalf of the Board of Directors

Date

06.06.2023



**UNIVERSITA DEGLI STUDI DI PADOVA**

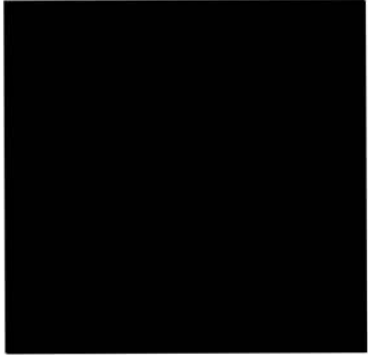
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Name(s) Prof. Eugenio Baraldi

Title(s) Head of Department of Women's and Children's Health

Date 17/05/2023



KLINIKUM RECHTS DER ISAR DER TECHNISCHEN UNIVERSITÄT MÜNCHEN

Signatur

Name(s)

Title(s)

Commercial Director

Date

07.06.2023

Read and understood:

Univ.-Prof. Dr. Florian Bassermann

Head of Department

Univ.-Prof. Dr. Lena Illert

Project Leader

## Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as "data, know-how or information (...) that is (...) needed to implement the Action or exploit the results". Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

### PARTY 1

As to the Masaryk University, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of the Masaryk University is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

### PARTY 2

As to MEDIZINISCHE UNIVERSITAET WIEN, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of MEDIZINISCHE UNIVERSITAET WIEN is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

### PARTY 3

As to UNIVERSITA DEGLI STUDI DI TORINO it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITA DEGLI STUDI DI TORINO is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

### PARTY 4

As to UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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



#### PARTY 5

As to UNIVERSITAETSKLINIKUM HAMBURG-EPPENDORF, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITAETSKLINIKUM HAMBURG-EPPENDORF, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

#### PARTY 6

As to UNIVERSITA DEGLI STUDI DI PADOVA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITA DEGLI STUDI DI PADOVA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

#### PARTY 7

As to KLINIKUM RECHTS DER ISAR DER TECHNISCHEN UNIVERSITAT MUNCHEN, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **KLINIKUM RECHTS DER ISAR DER TECHNISCHEN UNIVERSITAT MUNCHEN** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

## Attachment 2: Accession document

ACCESSION

**of a new Party to**

**[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]**

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

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

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

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

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

### **Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.**

None identified at the time of signature of this Consortium Agreement.



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

None identified at the time of signature of this Consortium Agreement.

## Attachment 5: Template of the Career Development Plan

### Personal Career Development Plan

**Name:**

**Department:**

**Institute:**

**Supervisor:**

**Academic Mentor:**

**Industrial Mentor:**

**Brief overview of research project and major accomplishments expected:** (Complete at the beginning of year 1)

Signature of Supervisor: | Signature of Fellow:



Complete at the beginning of Year 1

**Goals:**

**Training Objectives:**

**Anticipated training events:**

**Anticipated conference attendance:**

**Planned Secondments:**

**Other activities with professional relevance:**







### Record of strategic meetings with Supervisor

Initial (first month)			
Discuss training needs (year 1)			
Project feasibility (c 3 months)			
Progress (first year)			
Discuss training needs (year 2)			
Progress (year 3: start)			
Progress (year 3: end)			
Progress (year 4: if needed)			

### Record of meetings with mentors

The frequency of meetings with mentors (either academic or industrial) varies, but a minimum of two meetings per academic year is generally expected with either mentor.


Complete at the end of Year 3

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

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



**Publications** (including those in press):

**Research Skills/technical expertise:**

**Communications skills** (please list all presentations given, including podcasts, posters, oral presentations etc.):

State where given and if appropriate provide web links – also include all public outreach activities

**Research Management** (please list all grants/fellowships applied for including travel grants):

State title, awarding body, amount awarded

**Awards:**

**Overview of time spent on secondment (industrial lab):**

**Overview of time spent on secondment (academic lab):**





## Attachment 7: Template for Secondment Agreement

### Template FANTOM Secondment Agreement

Note: Each FANTOM Beneficiary and Associated Partner 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 Associated Partner which intends to host a seconded Researcher, 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 FANTOM Grant Agreement, the Consortium Agreement or contact the Coordinator for advice. The Associated Partner may also wish to supplement this agreement with a separate bilateral agreement with the Researcher.

This agreement is made between:

[YOUR INSTITUTION NAME] (hereinafter indicated as [YOUR INSTITUTION short name] or Seconding Entity) established in [YOUR INSTITUTION LEGAL ADDRESS] and

[HOSTING ENTITY or ASSOCIATED PARTNER NAME], hereinafter indicated as [YOUR INSTITUTION short name] or Host Entity established in [SECONDING ENTITY'S LEGAL ADDRESS]

Definitions:

Researcher: is a researcher in the first four years (full-time equivalent) of their research activity, including the period of research training.

Secondment: means a period during which an Researcher is hosted by an entity (Host Entity) other than his/her employing institution (Seconding Entity).

Secondment Plan: The detailed plan of activities to be carried by the Researcher in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan (Attachment 5 to the Consortium Agreement)

The Seconding Entity agrees to the placement of [INSERT NAME OF Researcher] with [INSERT HOSTING PARTY] or ASSOCIATED PARTNER short name] as a seconded Researcher within the framework of the 'FANTOM Marie Skłodowska-Curie Action: Innovative Training Network Grant Agreement 859891, Best chemical risk assessment professionals for maximum Ecosystem Services benefit, FANTOM, for 100% full time equivalent on the following conditions:

1. Effective Date: [INSERT START DATE]
2. Period of agreement: [INSERT END DATE]
3. Services

During the period of the secondment the Researcher will undertake the role of [.....] and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Host Entity in [INSERT NAME OF PLACE] and the Researcher will reside in that country.

The Host Entity will provide the facilities necessary for the Researcher to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

#### 4. Fees

OPTION: The Host Entity will not require the payment of any fees by the Researcher.

#### 5. Finance arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement. In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the Researcher. The Researcher will not receive any other incomes than those received from the [YOUR INSTITUTION SHORT NAME] for the activities carried out in the framework of this agreement.

#### 6. Terms and Conditions

The Researcher shall at all times remain subject to the terms and conditions under his/her contract with the Seconding Entity. The Researcher 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 Researcher. Any current pension arrangements of the Researcher will remain unchanged.

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

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.

The secondment is subject to the Researcher being and remaining eligible to be appointed in the seconding country and is subject to the Researcher obtaining a valid visa entitling them 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 Researcher 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.

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

The Host Entity agrees to provide the Researcher with [INSERT NUMBER] days leave per annum, pro rata to the full-time entitlement of [INSERT NUMBER] days annual leave per annum as per the beneficiary's terms of conditions of employment. In addition, the Researcher will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.

The Host Entity will ensure that the Researcher 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 Researcher as required by law.

The beneficiary shall not be liable to the Host Entity in respect of any loss or damage suffered by the Associated Partner arising out of or relating to the Services provided under this Agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the Researcher's appointment at the Host Entity prior to the expiry date.

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 Researcher 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 Researcher'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 FANTOM Results or your organisation's Background to the Associated Partner 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 Associated Partner you must ensure that the access rights of the other FANTOM beneficiaries are maintained.

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

- 1) Giving ownership to the Associated Partner
- 2) Sharing ownership between both organisations
- 3) Giving licensing rights to the Associated Partner
- 4) Giving part ownership to the Researcher (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.

Any results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be the property of the beneficiary.

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

The Researcher has the same rights and will comply with the same obligations as the Seconding Entity with regards to the FANTOM Grant Agreement Article 36.

In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the Researcher within the context of this agreement, the Host Entity will enter into a separate Non-Disclosure Agreement (NDA) with the Researcher. In the case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the Researcher, this NDA should include specific provisions to ensure that the confidential information remains protected.

In the case that the Researcher enjoys access rights to results and information generated within the FANTOM Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the Researcher will ensure that the rights of the respective owner(s) are upheld in accordance with the FANTOM Grant Agreement and the FANTOM 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 Researcher will treat all such information, results, copyrights, data, documents, materials or IPR as 'confidential information' in accordance with the terms of the FANTOM Grant Agreement Article 36.

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

The Researcher shall inform the beneficiary as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the FANTOM Grant Agreement or the FANTOM Consortium Agreement.

#### 8. Additional Remarks

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 FANTOM Grant Agreement.

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 Researcher at the Seconding Entity.

period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see 'Termination' below) but shall be specifically reviewed in [INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT].

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

#### 9. Termination

This Agreement shall be terminated if the Researcher's appointment by the beneficiary is terminated for whatever reason.

Either the beneficiary or the Host Entity may terminate this agreement before the end of the period with three months' notice in writing to the other party.

At the end of the Agreement the scientist in charge will resume the full duties of the post of the Researcher for the [INSERT NAME OF DEPARTMENT] 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 Researcher.

Signed..... Date: Stamp:

NAME

JOB TITLE

For and on behalf of the [INSERT NAME AND ADDRESS OF SECONDING ENTITY]

Signed..... Date: Stamp:

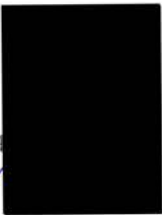
NAME

JOB TITLE

For and on behalf of the [INSERT NAME AND ADDRESS OF HOST ENTITY]

Read and agreed:

Signed..... Date: .



### Attachment 8: Consortium Plan Budget

Beneficiary	Researcher Unit Cost				Institutional Unit Cost				TOTALS	
	Person Months	A.1	A.2	A.3	B.1a Research beneficiary	B.1b Central Research Costs Budget for Coord.	B.2a Mgt/Indirect Beneficiary	B.2b Management Budget for Coordinator	Max EU Grant amount in EC budget	Max EU Grant Amount B.1b & B.2b REDISTRIBUTED
MU										
MUW										
UNITO										
UNIMIB										
UKE										
UNIPD										
TUM-MED										
<b>TOTALS</b>	360	1 182 261,60	216 000,00	178 200,00	576 000,00	36 000,00	432 000,00	198 000,00	2 584 461,60	2 584 461,60

