

Consortium Agreement

BEST- CROP



Version 1.3. – 27.10.2023

(Based on DESCA – Model Consortium Agreement for Horizon Europe, AP Version 1, July 2022)

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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 July 1, 2023, hereinafter referred to as the Effective Date

BETWEEN:

1. **UNIVERSITÀ DEGLI STUDI DI MILANO** - Department of Biosciences, UMIL, with legal address in Milano, Via Festa Del Perdono 7 - 20122, Italy, represented by [REDACTED] the Coordinator
2. **LUNDS UNIVERSITET** with legal address in Department of Biology, Sölvegatan 35B, 22362 Lund, Sweden, represented by [REDACTED]
3. **HEINRICH-HEINE-UNIVERSITÄT DUESSELDORF** with legal address in Universitaetsstrasse 1, 40225, Dusseldorf, Germany, represented by [REDACTED]
4. **UNIVERZITA PALACKEHO V OLOMOUCI, CATRIN**, with legal address in Olomouc, Křížkovského 511/8, 779 00, Czechia, represented on behalf of the Rector by [REDACTED]
5. **CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI** with legal address in Via della Navicella 2/4, 00198 Rome, Italy, represented by [REDACTED]
[REDACTED] acting for this specific agreement as Legal Representative for CREA due to the notarial power of attorney registered in Rome on 26th April under no. 11527 Serie I/T
6. **UNIVERSITA DEGLI STUDI DI PADOVA** with legal address in Via 8 Febbraio 2, 35122, Padova, Italy, represented by [REDACTED]
7. **MOGU SRL**, a Ltd company, with registered office located at Via San Francesco d’Assisi 62, 21020 Inarzo (VA), Italy, entered on the Trade and Companies Register of Varese under the VAT number IT03459510123, duly represented for the purposes thereof by [REDACTED] hereinafter referred to as “MOGU”
8. **SO.G.I.S. Industria Chimica SpA** with legal address in Sospiro, Italy, represented by [REDACTED]
9. **INSTITUT MINES-TELECOM**, with legal address in 6 Avenue de Clavières, 30319 Alès Cedex, France, represented by [REDACTED]
10. **TARTU ÜLIKOOL (University of Tartu)**, with legal address in Ülikooli 18, 50090 Tartu Estonia, represented by the [REDACTED]
11. **CONSORZIO ITALBIOTEC** with legal address in Piazza della Trivulziana 4/A, 20126 Milano, Italy, represented by [REDACTED]
12. **Usovsko**, with legal address in Klopina 33, 789 73 Czechia, represented by [REDACTED]
13. **Fibres Recherche Developpement-Construction Durable et Ecomatériaux – FRD-CODEM** with legal address in 2 Rue Gustave Eiffel Technopole De L Aube en Champagne Hotel De Bureaux 2, 10430 Rosiers Pres Troyes, France, represented by [REDACTED]
14. **S.I.S. SOCIETA ITALIANA SEMENTI S.P.A.** with legal address in Via Mirandola, 5 – 40068, San Lazzaro di Savena (BO), Italy, represented by [REDACTED]

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

15. **KWS LOCHOW GMBH** with legal address in Ferdinand-von-Lochow-Str. 5, 29303 Bergen, Germany
16. **NORDIC SEED AS** with legal address in Galten, Kornmarke 1, Denmark

- 17. THE JAMES HUTTON INSTITUTE** a company limited by guarantee incorporated in Scotland (No: SC374831) whose registered office is at Invergowrie, Dundee, Scotland DD2 5DA, and also a registered charity with Scottish charity number SC041796
- 18. UNIVERSITY OF DUNDEE (UNIVDUN)** established by Royal Charter dated 20 July 1967 and a registered Scottish charity (charity number SC015096) having an office at 149 Nethergate, Dundee DD1 4HN, United Kingdom

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

Boosting photosynthesiS To deliver novel CROPs for the circular bioeconomy

in short

BEST- CROP

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 Beneficiaries 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

“Associated Partners”

Associated Partners means any Party as defined in Article 9.1 of the Grant Agreement. They must implement the action tasks attributed to them in Annex 1. They may not charge costs or contributions to the Granting Authority and the costs for their tasks are not eligible. They may however receive funds independently from alternative sources, such as but not limited to national funding.

“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 Governing Council.

“Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the Governing Council has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 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 Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary'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.

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

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 Governing Council 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 Specific responsibilities for Associated Partner(s)

For the avoidance of doubt, the Associated Partner(s) do(es) not sign the Grant Agreement and do(es) not receive funding from the Granting Authority and therefore do(es) 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 any amendments 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)
- Visibility and open science (Article 17)

The Associated Partner(s) support(s) the Beneficiaries regarding their exploitation, 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.

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 Governing Council 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 Governing Council, 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 Governing Council 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. For clarity, subcontracting to and/or involvement of third parties as above must be foreseen in the Consortium Plan.

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 Specific responsibilities for transfer of biological material

Any exchange of biological material between the Parties hereunder shall only be used by the recipient of the

material for implementing its activities under the Consortium Plan and will in any case be subject to the conclusion of a Material Transfer Agreement (MTA).

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 general 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 and in case of UK Associated Partners to once the amount of the funding that UK associated Partner receives for this project from UK as identify in Part-B, section 3.2.2, 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 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.

Each Party will notify the Governing Council 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 Governing Council.

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 Governing Council 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 transfer of tasks - if any - shall be decided by the Governing Council.

6 Governance structure

6.1 General structure

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

- The **Governing Council (GC)**, representing the main decision-making body composed of one representative of each partner of the consortium, will be responsible for the overall performance of the project, in compliance with the Horizon Europe program rules and the Grant and Consortium Agreements (GA, CA).
- The **Executive Board (EB)**, composed of the Coordinator and all WP leaders, responsible for the overall management of the WPs, for effective communication among WP members and for timely production of deliverables and milestones.
- 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.
- The **Management Support Team (MST)**, of administrative and financial personnel from UMIL, will be responsible for drafting the Consortium Agreement (CA), for the revision of the Grant Agreement (GA) and managing the distribution of funds among partners according to the GA and CA. It will be responsible for the collection and submission to EC of financial statements and any relevant certificates. The Project Support Team in collaboration with the Project Manager will guarantee assistance to individual partners on administrative and financial matters;
- **A Project Manager (PM)** from ITB, which will support the Coordinator in reporting and monitoring tasks. This includes: assistance to the Coordinator in monitoring progress towards deliverables, milestones and managing risk; supporting the collection of information from Beneficiaries and WPLs and drafting project reports for Governing Council approval from an administrative and formal point of view; organizing project meetings; managing the project web site and assisting with communication and dissemination activities
- **The Dissemination and Communication Manager (DCM)** from ITB will ensure an effective and targeted implementation of the BEST-CROP Dissemination and Communication Strategy and coordinate the Dissemination and Communication task force (one representative for each partner), evaluating the overall performance of the dissemination and communication plans.
- **The Innovation and Exploitation Team (IET)** will be led by FRD-CODEM and composed of representatives of the all partners and associated companies MOGU, SOGIS, FRD-CODEM, IMT, ITB, SIS, KWS and Nordic Seed. The Team will assure a successful industrial exploitation, strengthening

cooperation along the value chain and enable LSEs and SMEs to commercialize their innovations, such as through the development of a detailed Exploitation Plan and IPR management strategy which will be shared and discussed with the Governing Council.

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
Governing Council	Every six months	At any time, in case the performance of the project is hampered by sudden issues
Executive Board	Every 4/6 months	At any time, in case the implementation of the experimental plan is hampered by sudden issues

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
Governing Council	45 calendar days	15 calendar days
Executive Board (EB)	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.

Governing Council	21 calendar days, 10 calendar days for an extraordinary meeting
Executive 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.

Governing Council	14 calendar days, 7 calendar days for an extraordinary meeting
Executive 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 Governing Council 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 by 51 % of all Parties.

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

A veto according to Section 6.2.4 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. Associated Partners are excluded from certain decisions of the Governing Council according to Section 6.3.1.1.4.

6.2.3.3

A Party which the Governing Council has declared according to Section 4.3 to be a Defaulting Party may not vote.

6.2.3.4

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

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, with the help of the Project Manager, 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, with the help of the Project Manager, 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 Governing Council

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 Governing Council shall consist of one representative of each Party (hereinafter Governing Council Member).

6.3.1.1.2

Each Governing Council 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 Governing Council, unless decided otherwise in a meeting of the Governing Council .

6.3.1.1.4

The Parties agree to abide by all decisions of the Governing Council. 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 on and vetoing the following decisions of the Governing Council (6.3.1.2) and therefore are not counted towards any respective quorum:

- 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

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.2.2.8).

6.3.1.2 Decisions

The Governing Council 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 Executive Board (EB) shall also be considered and decided upon by the Governing Council.

The following decisions shall be taken by the Governing Council:

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 joint claims of the parties of the consortium against a Party (Section 4.2, Section 7.1.4)

Appointments

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

- External Expert Advisory Board Members, appointed by the Scientific Implementation (see Section 6.5) and invited by the Coordinator
- Three External Expert Ethics Board Members, selected and invited by the Coordinator

6.3.2 Executive Board (EB)

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

6.3.2.1 Members

The Executive Board (EB) shall consist of the Coordinator and representatives of the Work Package Leaders.

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

6.3.2.2 Minutes of meetings

Minutes of Executive Board (EB) meetings, once accepted, shall be sent by the Coordinator, with the help of the Project Manager, to the Governing Council Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Executive Board (EB) shall prepare the meetings, propose decisions and prepare the agenda of the Governing Council according to Section 6.3.1.2.

6.3.2.3.2

The Executive Board (EB) shall seek a consensus among the Parties.

6.3.2.3.3

The Executive Board (EB) shall be responsible for the proper execution and implementation of the decisions of the Governing Council.

6.3.2.3.4

The Executive Board (EB) shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5

In addition, the Executive Board (EB) 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 Governing Council.

6.3.2.3.6

The Executive Board (EB) 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 Governing Council, the Executive Board (EB) shall advise the Governing Council 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 Governing Council 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 Stakeholder Advisory Board (SAB)

A Stakeholder Advisory Board (SAB) will be appointed and steered by the Executive Board (EB). The SAB shall assist and facilitate the decisions made by the Governing Council.

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

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.

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, with the help of the Project Manager, shall write the minutes of the SAB meetings and submit them to the Governing Council. The SAB members shall be allowed to participate in Governing Council 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 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 Governing Council 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 Governing Council should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.1.7 Currency for financial statements and conversion into euro

Financial statements must be drafted in euro. If the beneficiary has accounting established in a currency other than the euro, it must convert the costs recorded in their accounts into euro at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, calculated over the corresponding reporting period. If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, they must be converted at the average of the monthly accounting rates published on the Commissions website, calculated over the corresponding reporting period. If the beneficiary has accounting established in euro, it must convert costs incurred in another currency into euro according to its usual accounting practices. Exchange rate losses cannot be declared.

7.2 Payments

7.2.1 Payments to Beneficiaries 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 Beneficiaries will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule:

Pre-financing (Total of €2.477.537,77 = €2.733.852,46 Pre-financing minus €256.314,69 (5%) retained for the Mutual Insurance Mechanism, as per Grant Agreement)	65 %	on receipt of initial pre-financing payment from the Granting Authority
	35%	on receipt of 12-monthly interim progress reports at Month 12.
1st Interim payment (Calculated on the basis of the Parties' total accepted EU contribution for the 1 st Reporting Period and payments already made; capped to 85% of maximum grant amount)	100 %	on receipt of the 1 st Interim payment from the Granting Authority
2nd Interim payment (Calculated on the basis of the Parties' total accepted EU contribution for the 2 nd Reporting Period and payments already made; capped to 85% of maximum grant amount)	100%	on receipt of the 2 nd Interim payment from the Granting Authority
Final payment (Calculated on the basis of the Parties' total accepted EU contribution for the 3 rd Reporting Period and payments already made; capped to the maximum grant amount)	100 %	on receipt of the Final payment from the Granting Authority

The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the Governing Council 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.

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 (and their respective entities under the same control) shall be entitled to use their jointly owned Results for non-commercial research, development and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), whereby the provisions of this Agreement regarding confidentiality and publication have to be observed.
- each of the joint owners (and their respective entities under the same control) 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 (only with regard to non-exclusive licenses to third parties); 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.

Additionally, each Party may transfer the ownership of its own Results to any of its entities under the same control (Attachment (4)) and the other Parties hereby waive their right to prior notice and their right to object to such a transfer.

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 Governing Council.

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 2 (two) years 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.

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 and/or delay of the dissemination.

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 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.

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 Governing Council 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 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 (subject however to the restrictions or limitations in Attachment 1), shall be granted on Fair and Reasonable conditions.

9.4.3

A request for Access Rights may be made up to 24 (twenty four) 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 as listed in Attachment 4 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".

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, if a Party has requested and was granted Access Rights, such Access Rights shall include the right to sublicense to that Party's entities under the same control. Access Rights to an entity under the same control (unless already included in the agreement between the Parties granting and requesting the Access Rights), 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. The Party obtaining the Access Rights which are sub-licensable to its entities under the same control as stated above shall be responsible for the fulfilment of these obligations by its entities under the same control.

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 Governing Council 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, including without limitation, Background and Results 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, or if not marked or not designated in writing would be recognized to be confidential, is "Confidential Information".

10.2

The Recipient hereby undertakes 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):

- 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 Recipient shall be responsible for the fulfilment of the above obligations on the part of its 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, or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, 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 entities under the same control)
- Attachment 5 (NDA for SAB 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 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 4.3, 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 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.

12 Signatures

Each Participant shall print and sign their signature page in eighteen (18) originals. It shall keep one of these, and send the remaining seventeen (17) originals to the Coordinator, to the address:



Dipartimento di Bioscienze

UNIVERSITÀ DEGLI STUDI DI MILANO

Via Celoria 26, CAP 20133, Milan, Italy

The Coordinator Institution shall collect them and then shall send to each Participant the signed pages of the other seventeen (17) Participants.

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.

1. UNIVERSITÀ DEGLI STUDI DI MILANO (UMIL)



Date

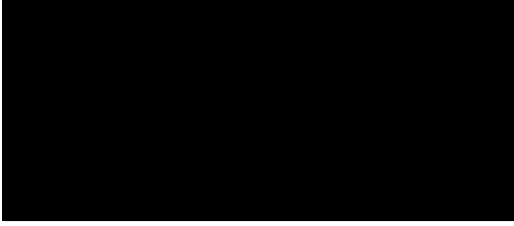
31 GEN. 2024

2. LUNDS UNIVERSITET



Date 2023-Dec-5

3. HEINRICH-HEINE-UNIVERSITAET DUESSELDORF



Date 08.12.2023

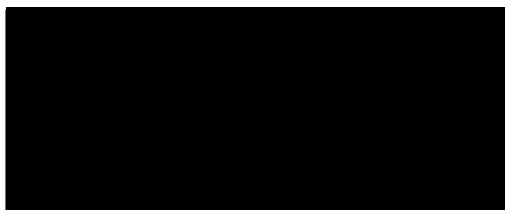


Date 08.12.2023

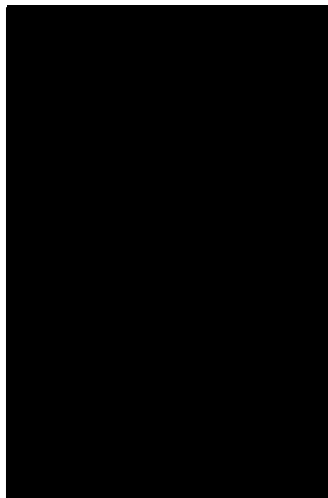


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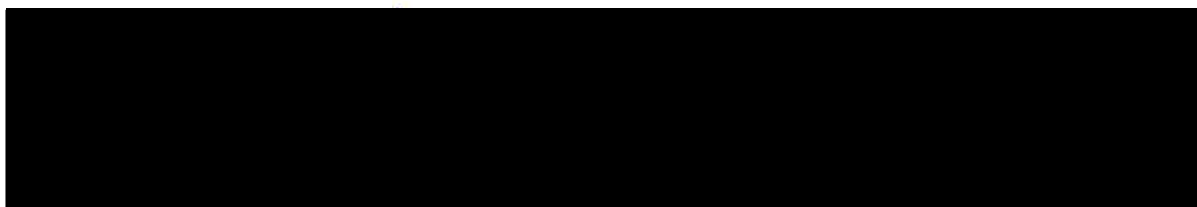
4. UNIVERZITA PALACKEHO V OLOMOUCI



Date



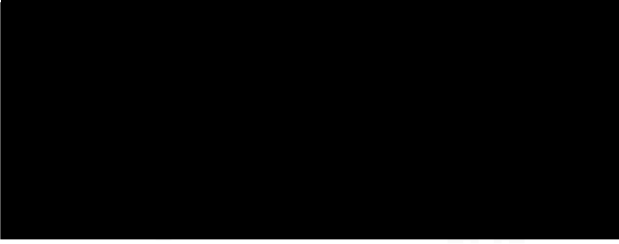
5. CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI



Legal Representative for CREA due to the notarial power of attorney registered in Rome on 26th April under no. 11527 Serie I/T

Date

6. UNIVERSITÀ DEGLI STUDI DI PADOVA



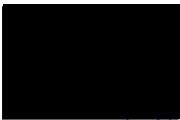
Date 30/10/2023

7. MOGU SRL



Date

30 / 10 / 23



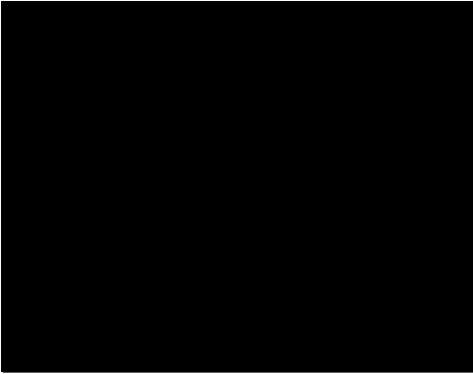
CROP Consortium Agreement, version 1.3, 27.10.2023

8. SO.G.I.S. Industria Chimica Spa



Date 24/11/2023 ly

9. INSTITUT MINES-TELECOM

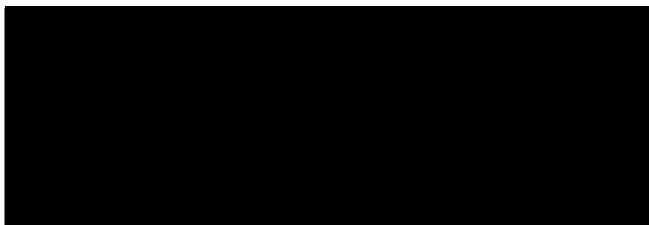


10. TARTU ÜLIKOOL

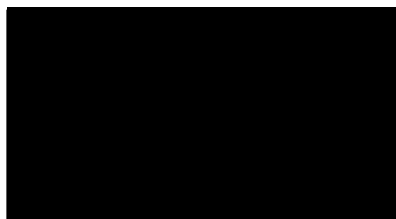


Date 19.01.2024

11. CONSORZIO ITALBIOTEC



Date Milan, 2/11/2023



12.USOVSKO



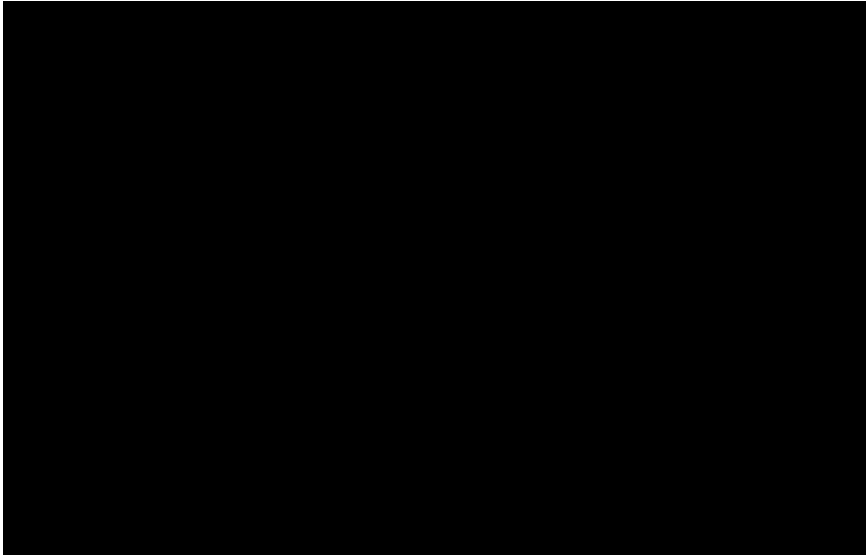
Date

13. FIBRES RECHERCHE DEVELOPPEMENT-CONSTRUCTION DURABLE ET ECOMATÉRIAUX

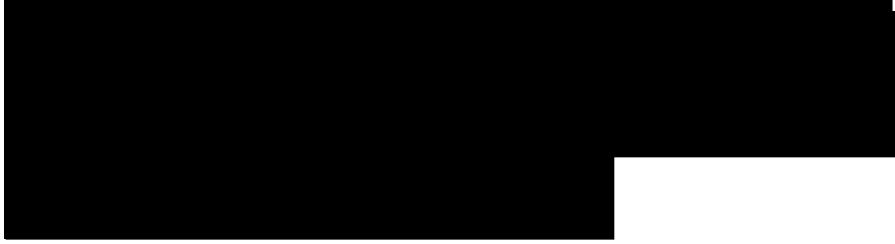
Signature(s)



Date 06/11/2023

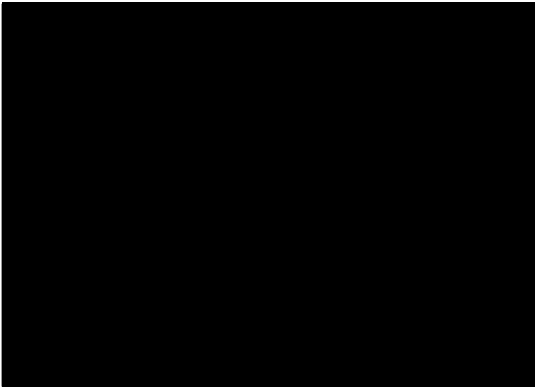


14. S.I.S. SOCIETA ITALIANA SEMENTI S.P.A.

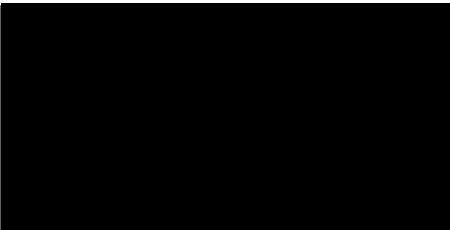


Date: 18/12/2023

15. KWS LOCHOW GmbH

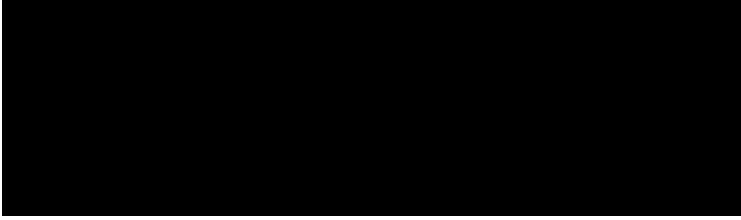


Date: **November 7, 2023**



Date: **November 7, 2023**

16. NORDIC SEED AS



Date 15.01.2024

17. THE JAMES HUTTON INSTITUTE



Date

07/11/2023

18. UNIVERSITY OF DUNDEE



Date 7 December 2023

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 **Università degli Studi di Milano (UMIL)** it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Pale green barley mutants <i>hus1</i> and <i>PG-2490</i> and accessions <i>WB-146</i> , <i>WB-401</i> , <i>WB-418</i> to be used in WP1.	No restrictions are envisaged for the implementation of the experimental plan. Recognition of credits in publications and other dissemination activities are expected.	No restrictions are envisaged for exploitation activities. Recognition of credits related to intellectual property rights are expected.
Erect leaf lines HorTILLUS 7165 and 5061 with respective crosses to wild-type lines and associated unpublished phenotypic and molecular data.	No restrictions are envisaged for the implementation of the experimental plan. Recognition of credits in publications and other dissemination activities are expected.	Barley lines from HorTILLUS population provided by University of Silesia to UMIL for research purposes only (MTA). No restrictions are envisaged for exploitation activities. Recognition of credits related to intellectual property rights are expected.

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

PARTY 2

As to **LUNDS UNIVERSITET (ULUND)** it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Erect leaf lines HvMDR and HvABH unpublished phenotypic and molecular data.	No restrictions are envisaged for the implementation of the experimental plan. Recognition of credits in publications and other dissemination activities are expected.	The original mutant lines should be ordered from the Nordic Genetic Stock Center (www.nordgen.org). No restrictions are envisaged for exploitation activities. Recognition of credits related to intellectual property rights are expected.
Pale green barley chlorina mutants.	No restrictions are envisaged for the implementation of the experimental plan. Recognition of credits in publications and other dissemination activities are expected.	The original mutant lines should be ordered from the Nordic Genetic Stock Center (www.nordgen.org). No restrictions are envisaged for exploitation activities. Recognition of credits related to intellectual property rights are expected.

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

PARTY 3

As to **HEINRICH-HEINE-UNIVERSITAET DUESSELDORF (UDUS)** it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **HEINRICH-HEINE-UNIVERSITAET DUESSELDORF (UDUS)** 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 **UNIVERZITA PALACKEHO V OLOMOUCI (UP)** it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Accredited field experiments with GM barley	No restrictions are envisaged for the implementation of the experimental plan. Recognition of credits in publications and other dissemination activities are expected.	No restrictions are envisaged for exploitation activities. Recognition of credits related to possible intellectual property rights are expected.

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

PARTY 5

As to **CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI DELL'ECONOMIA AGRARIA (CREA)** it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Seed and straw samples from a winter barley collection, along with SNP data, to be used in WP2.	No restrictions are envisaged for the implementation of the experimental plan. Recognition of credits in publications and other dissemination activities is expected.	No restrictions are envisaged for exploitation activities. Recognition of credits related to intellectual property rights is expected.
A set of barley breeding lines contributed by ICARDA [REDACTED], to be used in WP2.	Under the terms and conditions described in the sMTA, that has been signed between ICARDA and CREA-GB.	Under the terms and conditions described in the sMTA, that has been signed between ICARDA and CREA-GB.

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

PARTY 6

As to **UNIVERSITA DEGLI STUDI DI PADOVA (UNIPD)** 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 (UNIPD)** 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 **MOGU SRL (MOGU SRL)** it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Know-how related to the biofabrication of mycelium based composite materials and fungal fermentation in general.	Mogu S.r.l. shall grant access to Background that is, or will be found to be, necessary for the implementation of the Project royalty free to the Party or Parties that Need access to implement their work in the Project and exclusively for such purpose.	Mogu S.r.l. may grant access to Background needed to use the Results of the Project under fair and reasonable conditions to be agreed with the Party or Parties that Need access to use of the Results of the Project.

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

PARTY 8

As to **SO.G.I.S. Industria Chimica SpA (SO.G.I.S.)** it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **SO.G.I.S. Industria Chimica SpA (SO.G.I.S.)** 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 9

As to **INSTITUT MINES-TELECOM (IMT)** it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Methodologies for the elaboration and processing of biocomposites and construction panels	Wherever the background related to this knowledge is needed for the correct execution of other partners tasks, the access to the background will be given on a royalty free-basis.	Wherever the background related to this knowledge is needed for the exploitation of other partners’ results, the access to the background will be given on fair and reasonable conditions to be set in a separate agreement.
Methodologies for the characterization (structural, physical-chemical, thermal and mechanical) of fibres, biocomposites and construction and panels	Wherever the background related to this knowledge is needed for the correct execution of other partners tasks, the access to the background will be given on a royalty free-basis.	Wherever the background related to this project is needed for the exploitation of other partners’ results, the access to the background will be given on fair and reasonable conditions to be set in a separate agreement.

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

PARTY 10

As to **TARTU ÜLIKOOL (UTARTU)** it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **TARTU ÜLIKOOL (UTARTU)** 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 11

As to **CONSORZIO ITALBIOTEC (ITB)** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **CONSORZIO ITALBIOTEC (ITB)** 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 12

As to **USOVSKO AS (Usovsko)** it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Accredited field experiments with GM barley	No restrictions are envisaged for the implementation of the experimental plan. Recognition of credits in publications and other dissemination activities are expected.	No restrictions are envisaged for exploitation activities. Recognition of credits related to possible intellectual property rights are expected.

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

PARTY 13

As to **FIBRES RECHERCHE DEVELOPPEMENT-CONSTRUCTION DURABLE ET ECOMATERIAUX (FRD-CODEM)** it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Fractionation processes of biomass	For injection moulding for the automotive applications For fluid screed and high-performance fiber reinforced concrete For the production of powders cosmetic applications	For injection moulding for the automotive applications For fluid screed and high-performance fiber reinforced concrete For the production of powders cosmetic applications
Functionnalization processes of biomass	For injection moulding for the automotive applications For fluid screed and high-performance fiber reinforced concrete	For injection moulding for the automotive applications For fluid screed and high-performance fiber reinforced concrete

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

PARTY 14

As to **S.I.S. SOCIETA ITALIANA SEMENTI S.P.A. (S.I.S.)** it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of **S.I.S. SOCIETA ITALIANA SEMENTI S.P.A. (S.I.S.)** 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 15

As to **KWS LOCHOW GmbH** it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Breeding and pre-breeding barley material.	Background to be used within the BEST-CROP Project only and to the extent Needed for its implementation. MTA required. Background is classified as Confidential Information of KWS	Access Rights for Exploitation are fully restricted.

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

PARTY 16

As to **NORDIC SEED AS** it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **NORDIC SEED AS** 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

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

PARTY 17

As to **THE JAMES HUTTON INSTITUTE** it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **THE JAMES HUTTON INSTITUTE** 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 18

As to **UNIVERSITY OF DUNDEE** it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Barley transgenic lines with modified lignin in cv Golden Promise.	No restrictions are envisaged for the implementation of the experimental plan. Co-authorship or other appropriate recognition is expected in publications and other dissemination activities that depend on the Background.	No specific additional restrictions are envisaged for exploitation activities.
Phenotypic data including FT-IR estimated lignin contents of a panel of barley cultivars.	No restrictions are envisaged for the implementation of the experimental plan. Co-authorship or other appropriate recognition is expected in publications and other dissemination activities that depend on the Background.	No specific additional restrictions are envisaged for exploitation activities.

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.

For **(10) University of Tartu**: UniTartu Ventures OÜ, registry code 16124187.

For **(13) FRD-CODEM**, the following Companies are concerned:

- * Afilyance, Depestele, L.A. Linière, UnilaSalle, ValFrance; ARD, Calira, Chambre d'Agriculture de l'Aube, Caisse Régionale de Crédit Agricole Champagne-Bourgogne, Groupe Coopération Forestière, Interval, Ecotechnilin, InVivo Agrosolutions, La Chanvrière, Lin 2000, Sofiproteol, Vivescia.

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

Identified entities under the same control of KWS: any company or other entity which directly or indirectly Controls, is Controlled by or is under common Control with KWS. Control (including "Controls", "Controlled by" and "under common Control with") shall mean the possession of fifty percent (50%) or more of the voting stock of an entity and with respect to any other legal entity, ownership of fifty percent (50%) or more of total equity interests or otherwise the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise.

Attachment 5: NDA for Stakeholders Advisory Boards agreed under Section 6

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into on *[date]* by and between:

1. Università degli Studi di Milano with legal address Via Festa del Perdono 7, 20122 Milano, Italy

on behalf of all consortium partners in the European funded project: **Boosting photosynthESis To deliver novel CROPs for the circular bioeconomy**
(acronym: Best Crop), hereinafter referred to as the “Project”)

individually and jointly hereinafter referred to as the “Discloser”; and

2. *[Insert official name of expert]*, with legal address *[insert the Legal Address of the Entity]*, hereinafter referred to as the “Recipient”;

WHEREAS:

The Recipient is a member of the External Expert Advisory Board (hereinafter referred to as the “SAB”) of the Project;

For this purpose, the Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

1. Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means all information in whatever form or mode of communication, which is disclosed by the Discloser to the Recipient in connection with the Project during its implementation.

1.2 Confidential Information shall exclude information for which the Recipient can show that:

- a) it has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- b) the Discloser subsequently informs the Recipient that it is no longer confidential;
- c) it 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 Discloser;
- d) it was developed by the Recipient completely independently of any such disclosure by the Discloser;
- e) it was already known to the Recipient prior to disclosure.

2. Purpose of the Disclosure of Confidential Information

Recipient is a member of the SAB. The SAB will be consulted by the Discloser throughout the Project and for the purpose of providing advice to Discloser, Recipient may receive proprietary information or Confidential Information.

3. Undertakings of the Recipient

3.1 The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

3.2 The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purpose specified in clause 2. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 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.

3.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of the respective consortium partner and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a license expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the respective consortium partner. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.

3.8 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 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

- a) notify the Discloser, and
- b) comply with the Discloser's reasonable instructions to protect the confidentiality of the information.

3.10 The Recipient agrees that the consortium partners will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the consortium partners shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or

threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non- infringement of third party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

4. Miscellaneous

4.1 Duration

This Agreement shall remain in effect for a term of five years. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.2 Applicable Law and Jurisdiction

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

4.3 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.

4.4 Subsequent Agreements

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

4.5 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.

FOR *[insert name of expert]*
[insert name of representative]
[insert title]

Done at *[place]* on *[date]*