Consortium Agreement



ProgRET

European Training Program to Understand, Diagnose and Treat Autosomal Dominant Retinal Diseases



Version 3 –

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1.1, November 2022)

#### CONSORTIUM AGREEMENT HORIZON EUROPE MSCA DOCTORAL NETWORK

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1 January 2024, hereinafter referred to as the Effective Date

#### BETWEEN:

1. **GHENT UNIVERSITY (UGent),** PIC 99998609, public institution with legal personality, having its administrative offices in Belgium at B-9000 Gent, Sint-Pietersnieuwstraat 25, with registration number 0248.015.142 and duly represented by xxx, Rector, who entrusts the execution of the present Agreement to prof. xxx; department of Biomolecular medicine GE31; hereinafter referred to as “Coordinator”,
2. **STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC)**, PIC 892057785, established in at Geert Grooteplein 10 P.O. Box 9101, 6500 HB in Nijmegen, the Netherlands registered with the company Register of the Chamber of Commerce as number 80262783 represented by xxx,,MSc Director Valorisation/Technology Transfer as its legal representative hereinafter referred to a as ”RUMC”,
3. **EBERHARD KARLS UNIVERSITAET TUEBINGEN (UT)**, PIC 999991916, established in GESCHWISTER-SCHOLL-PLATZ, TUEBINGEN 72074, Germany, duly represented by Executive Vice- President xxx,
4. **FONDAZIONE TELETHON ETS (TIGEM)**, PIC 999448716, established in VIA VARESE 16/B, ROMA 00185, Italy, duly represented by xxx, Chief Financial Officer,
5. **INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM)**, PIC 999997833, established in RUE DE TOLBIAC 101, PARIS 75654, France, duly represented by

its President, xxx, who has delegated signing authority for this agreement to xxx, the Regional Delegate of the Occitanie Méditerranée Delegation (**Inserm**),

and

**UNIVERSITY OF MONTPELLIER**, established in 163 Rue Auguste Broussonnet, 34090 MONTPELLIER, France, represented by its President, Mr. xxx (**UM**),

Inserm and UM acting in the framework of this agreement on their name and on behalf of Inserm Unit 1298 « **Institute for Neurosciences Montpellier (INM)** », directed by xxx and located at Hôpital St Eloi, 80 rue Augustin Fliche, BP 74103, 34295 MONTPELLIER, France,

Being stated that Inserm has been mandated by UM to negotiate and sign this agreement.

1. **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P. (CSIC)**, PIC 999991722, established in CALLE SERRANO 117, MADRID 28006, Spain, duly represented by xxx, Vice-president for International Affairs,
2. **USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE (IMG)**, PIC 999512251, established in VIDENSKA 1083, PRAHA 4 142 20, Czechia, duly represented by xxx, DrSc., director**,**
3. **EVOTEC INTERNATIONAL GMBH (EVO)**, PIC 998369300, established in ESSENER BOGEN 7, HAMBURG 22419, Germany, duly represented by xxx (Procuration Officer),

hereinafter, jointly or individually, referred to as ”Parties” or ”Party” relating to the Action entitled

#### European Training Program to Understand, Diagnose and Treat Autosomal Dominant Retinal Diseases

in short

#### ProgRET

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) and more in particular to the Call HORIZON-MSCA-2022-DN-01-01.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Granting Authority (hereinafter “Grant Agreement”) under the funding scheme of “HORIZON TMA MCSA Doctoral Network”.

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium](http://www.desca-agreement.eu/) [agreement.](http://www.desca-agreement.eu/)

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# Definitions

## Definitions

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

## Additional Definitions

#### “Access Rights”

Means rights to use Results or Background under the terms and conditions laid down in this Consortium Agreement.

#### “Associated Partners (AP)”

Associated Partners are entities which participate in the Action, but without the right to charge costs or claim contributions. Associated Partner means an organisation that is not signatory of the Grant Agreement and does not employ any researcher within the Project. Associated Partners have issued a Letter of Commitment confirming their participation in the Project (such as by providing additional

training and/or by hosting researchers during Secondments). The Associated Partners are listed in section 1, article 9 of the Grant Agreement.

#### “Background”

Means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, identified by the Parties in Attachment 1 that:

* 1. is held by Parties before they acceded to the Consortium Agreement, and
	2. is needed to implement the Project or exploit the Results.

#### “Career Development Plan”

Career Development Plan means a plan established jointly by each recruited DC with their personal supervisor(s) for initial training activities for more than 6 months. In case of joint supervision, such a plan should be established involving all supervisors. In addition to research objectives, this plan comprises the researcher's training and career needs, including training on transferable skills, teaching, planning for publications and participation in conferences and events aiming at opening science and research to citizens. The plan, established at the beginning of the recruitment, should be revised (and updated where needed) within 13 months.

#### “Consortium Agreement”

Means this entire agreement and its annexes, which form an integral part thereof and any potential amendments thereto.

#### “Consortium Body”

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

#### “Consortium Plan”

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

#### “Data”

Means any data which is part of a Party’s Background or which is generated or collected in the framework of the Project, and which is either owned / or stored by a Party before the commencement of or during the Project and may be transferred between the Parties for the performance of the Project in the frame of a separate Data Transfer Agreement. Data may include, as the case may be, Personal Data as defined and protected under the European or national applicable legislation as well as clinical data, that shall be subject to terms and conditions specified in this Consortium Agreement.

#### “Personal Data”

Means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

#### “Defaulting Party”

Defaulting Party means a Party which the Supervisory Board has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

#### “Doctoral Candidate (DC)”

DC means a researcher that is not already in possession of a doctoral degree at the date of the recruitment. The DC is recruited and employed under a separate agreement by a Party. The details of DCs, their recruiting institutions and their person-months are included in Annex I to the Grant Agreement.

#### “Granting Authority”

means the body awarding the grant for the Project.

#### “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.

#### “Result”

means any tangible or intangible effect of the Action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

#### “Secondment”

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

#### “Software”

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

# 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.

The Parties hereby agree to disclose the Grant Agreement and the Consortium Agreement to the Associated Partners.

# Entry into force, duration and termination

## 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.

## Duration and termination

This Consortium Agreement shall continue in full force and effect from its Effective Date 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 earlier in accordance with the terms of this Consortium Agreement, and the Grant Agreement.

If

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

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

## Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

# Responsibilities of Parties

## General principles

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

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

*4.1.1 Obligations during Secondments*

During any period of Secondment to a Party or an Associated Partner, the seconded DC shall remain employed by the Party by which they were recruited.

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

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

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

Any travel expenses of the DC to seminars, workshops and other events attended by the DC for training purposes are borne by the Party employing the DC.

## Breach

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

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

## 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 solely 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.

Furthermore, if an Associated Partner is involved the Coordinator ensures to have the Associated Partner’s written Commitment in place (Attachment 7). The Coordinator shall be hereby appointed by each of the Parties to negotiate and execute, on behalf of each of the Parties, the Partner’s written Commitment.

In case the Associated Partner will host a secondment of a DC, the Party recruiting and employing the DC will also conclude a Secondment Agreement with the Associated Partner hosting the secondment (template provided in Attachment 8). Secondment Agreements may not contradict the Grant Agreement and this Consortium Agreement.

## 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.

## DC Recruitment notifications

In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without any delay, about any progress or change in their DC recruitment process. In particular, the Coordinator shall always be notified about the official start date of the fellowship and the submission of the researcher declaration through the European Commission Participant Portal, as well as any circumstances possibly leading to an amendment suspending (part of the) grant or prolonging the duration of the Action; about any major change of the planned Secondment(s).

# Liability towards each other

## No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the

sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

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

## Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

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

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

## 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.

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

## Export control

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

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

# Governance structure

## General structure

The organisational structure of the consortium shall be as follows:



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

The **Supervisory Board (SB)** is the decision-making body of the consortium. The Supervisory Board carries final responsibility for achieving the objectives of the Training and Research Programmes.

The **Coordinator** is 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 **Fellow Board (FB)** comprises all Doctoral Candidates within ProgRET.

The **Steering Committee (SC)** is in charge of monitoring all activities towards the objectives of ProgRET in order to deliver as promised, in due time and within budget.

The **Training & Personal Development Committee (TPDC)** is responsible for the training and educational needs for DCs.

The **Communication, Exploitation and Dissemination Committee (CEDC)** will develop strategies and ideas for communication, dissemination, valorisation and exploitation of IP and identify the potential value of know‐how generated within the network.

The **External Advisory Board (EAB)** will advise the Supervisory Board on strategic decisions

## Members

The Supervisory Board shall consist of one (1) representative of each Party (hereinafter referred to as “Member”).

A Member may be assisted, if necessary, by the persons and/or experts from its institution whose presence will be necessary according to the agenda.

All Associated Partners are entitled to appoint one (1) representative to attend to the meetings of the Supervisory Board and the Doctoral Candidate’s (Fellow Board) shall also appoint two (2) representatives to attend the Supervisory Board meeting. Associated Partners and Doctoral Candidates do not have voting and veto rights, but have an advisory role.

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise by the Supervisory Board.

The Supervisory Board shall monitor the effective and efficient implementation of the Project. The Parties agree to abide by all decisions of the Supervisory Board.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.4, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section

11.7 of this Consortium Agreement.

## Operational procedures for the Supervisory Board:

#### Representation in meetings

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.

#### Preparation and organisation of meetings

* + - 1. Convening meetings:

The chairperson shall convene ordinary meetings of the Supervisory Board at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

* + - 1. Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

* + - 1. Sending the agenda:

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

* + - 1. Adding agenda items:

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

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

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

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

#### Decisions without a meeting

Any decision may also be taken without a meeting if

1. the Coordinator circulates to all Members of the Supervisory Board a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
2. the decision is agreed by 51 % of all Parties.

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

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

#### Voting rules and quorum

6.3.4.1

The Supervisory Board shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum). The Associated Partner(s) is/are excluded from voting on and vetoing the decisions of the Supervisory Board and therefore are not counted towards any respective quorum.

If the quorum is not reached, the chairperson of the Supervisory Board 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.

6.3.4.2

Each Member present or represented in the meeting shall have one vote. 6.3.4.3

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

6.3.4.4

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

#### Veto rights

6.3.5.1

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 the Supervisory Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.5.2

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

6.3.5.3

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

6.3.5.4

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

6.3.5.5

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

6.3.5.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.3.5.7

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

#### Minutes of meetings

6.3.6.1

The chairperson shall produce minutes of each meeting which shall be the formal record of all decisions taken. The draft minutes will be sent to all Members within 10 calendar days of the meeting.

6.3.6.2

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

6.3.6.3

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

#### Decisions of the Supervisory Board

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

The following decisions shall be taken by the Supervisory Board:

Content, finances and intellectual property rights

* Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
* Changes to the Consortium Plan
* Modifications or withdrawal of Background in Attachment 1 (Background Included)
* Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
* Additions to Attachment 4 (Identified entities under the same control)
* Suggestion of modifications to Attachment 6 (Consortium Plan Budget) which are subject to validation by the Granting Authority (and, where applicable by Beneficiaries).

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 7.1.4)

Appointments

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

* External Advisory Board.
* In the case of abolished tasks as a result of a decision of the Supervisory Board, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

## Coordinator

#### 6.4.1

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

#### 6.4.2

In particular, the Coordinator shall be responsible for:

* monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
* keeping the address list of Members and other contact persons updated and available
* collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority
* preparing the meetings, proposing decisions and preparing the agenda of Supervisory Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
* transmitting promptly documents and information connected with the Project to any other Party concerned
* administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
* providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
* organise a ‘mid-term review meeting’ between the Parties, and the Granting Authority at month 13-15.

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

#### 6.4.3

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

#### 6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

#### 6.4.5

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

## Specific provisions for employment of DC’s

DCs and their employing institutions will sign an agreement which defines their respective role, entitlements and responsibilities, as specified in Annex 5 of the Grant Agreement.

The DC and their supervisor are obliged to complete a Career Development Plan which defines the DC’s objectives over both the short and long term (Annex 5 of the Grant Agreement). A template for the Career Development Plan is included here as Attachment 5.

##  External Advisory Board (EAB)

An External Advisory Board (EAB) will be appointed and steered by the Supervisory Board. The EAB will consist of two independent scientific advisors, Prof. xxx, both internationally distinguished vision and IRD researchers, and Ethics Advisor Prof. xxx. The EAB will advise the Supervisory Board on strategic decisions.

The Coordinator shall ensure that each EAB member executes the unilateral non-disclosure declaration as annexed to this Agreement as Attachment 9 no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier. The Coordinator shall provide a copy of such signed unilateral declarations upon reasonable request from each of the Parties.

The Coordinator shall write the minutes of the EAB meetings and submit them to the Supervisory Board. The EAB members shall be allowed to participate in Supervisory Board meetings upon invitation but have not any voting rights.

## Steering Committee (SC)

The Steering Committee shall be composed of the WP leaders, the Coordinator and 2 representatives of the DCs. The Steering Committee is in charge of monitoring all activities towards the objectives of the Project. The SC shall:

1. control the execution of the project with respect to the project schedule and the description of work and to monitor corrective actions;
2. promote the implementation and use of procedures to ensure the integrity of the research performed at the different partner sites;
3. propose all significant modifications of plans, the Grant Agreement, the CA to the SB for approval;
4. monitor and steer the gender policy of ProgRET;
5. discuss and decide on proposals from the Training & Personal Development Committee (TPDC);
6. discuss and decide on proposals from the Communication, Exploitation and Dissemination Committee (CEDC).

The SC will have quarterly virtual meetings. The same Operational procedures for the Supervisory Board in Section 6.3 applies for the SC. Minutes of the meeting, once accepted, will be made accessible for the consortium members.

## Fellow Board (FB)

The Fellow Board (FB) comprises all DCs within ProgRET. A chair will be elected. The purpose of this board is to ensure that DCs are represented at all levels of ProgRET.

Two representatives will attend the Supervisory Board meetings. Other representatives of the FB will participate in the SC, CEDC and the TPDC. The participations will rotate yearly to give many DCs the opportunity to get acquainted with different aspects of project management. The DCs will meet at network meetings and hold virtual meetings as needed.

## Training and Personal Development Committee (TPDC)

The TPDC is responsible for the recruitment of DCs, and will monitor and advise on the content of the training courses. The TPDC will consider special educational needs for DCs coming from different disciplines and countries, and provide structure and standardisation across the European participants in DC training. Furthermore the TPDC will approve and evaluate the Personal Career Development Plans (PCDPs, see attachment 5) of the DCs at specific time points. The TPDC will meet in-person at the network meetings and ad hoc via MS Teams. The TPDC will report directly to the SC.

## Communication, Exploitation and Dissemination Committee (CEDC)

The CEDC will develop strategies and ideas for communication, dissemination, valorisation and exploitation of IP and identify the potential value of know-how generated within the network to advice DCs and partners on Intellectual Property Rights (IPR), technology transfer and valorisation issues. The CEDC will meet in-person at the network meetings and ad hoc via MS Teams. The CEDC will report directly to the SC.

# Financial provisions

## General Principles

#### Distribution of Financial Contribution

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

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

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

An Associated Partner shall have no entitlement to any portion of the financial contribution provided by the Granting Authority unless separately agreed in writing with the Party concerned for the Associated Partner’s tasks carried out in accordance with the Consortium Plan.

#### Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party 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 Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

#### Funding Principles

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

#### Excess payments

A Party has received excess payment

* + - 1. if the payment received from the Coordinator exceeds the amount declared or
			2. if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment upon approval of the Party’s final report, the Party has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 60days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible. The Supervisory Board decides on any legal actions to be taken against the breaching Party according to Section 6.3.7.

#### Revenue

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

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

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

In addition, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party´s task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The Supervisory Board should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

## Payments

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

In particular, the Coordinator shall:

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

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

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

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

#### 7.2.2

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

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

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

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

## Budget allocations

* + 1. The exact budget breakdown is set forth in the Grant Agreement. The costs are split into i) recruited researcher costs and ii) institutional unit costs. Part of the institutional costs will be redistributed into a common pot (“***Common Management Pot***”). The Common Management Pot will be used for covering management costs (such as the recruitment of a project manager, organisation of management meetings,…) that need to be financed by the entire consortium. The exact amounts that are redistributed to the Common Management Pot are detailed in the 2nd table in *Attachment 6*.
		2. Part of the Beneficiaries’ allocated costs for Research, Training and Networking will be transferred to a separate pot which will be used for covering network and training activities (‘Common Training Pot’). The organisation of a specific training will be decided on by the Supervisory Board; the Party organising such training shall submit its invoices to the Coordinator and the Coordinator will reimburse such Party for these expenses from the budget foreseen by the Common Training Pot. The Supervisory Board shall ensure transparent and timely communication to all Parties about the allocation of the budget of the Common Training Pot. The exact amounts that are redistributed to the Common Training Pot are detailed in the 2nd table in *Attachment 6*.
		3. The deduction of the Party’s allocated budget for both the Common Management Pot and the Common Training Pot will be based on the effectively performed person months. The numbers presented in the 2nd table in Attachment 5 are maximal amounts. The final breakdown of costs, after deduction of the amounts for the Common Management Pot and the Common Training Pot is set forth in the 2nd table in *Attachment 6*. In case the funds available in the Common Management Pot and / or the Common Training Pot respectively, have not been spent at the end of the Project, the remaining funds shall be redistributed to the Parties (pro rata the person months). In case the funds in Common Management Pot and / or the Common Training Pot are not sufficient, discussions shall be initiated at the level of the Supervisory Board in order to determine whether additional funding can be allocated to the Common Management Pot and / or the Common Training Pot
		4. In case of secondment of a Doctoral Candidate from one Party to another Party, the respective Parties can formally agree in a Secondment Agreement that part of the budget for Research, Training and Networking allocated to the Party sending the Doctoral Candidate can be transferred to the Party receiving / hosting the Doctoral Candidate.

# Results

## Ownership of Results

Results are owned by the Party that generates them.

In the case of any Results generated by a DC during a Secondment the “Party that generates them” shall be that DC’s employing Party unless a) agreed otherwise between said employing Party and the Party hosting the secondment prior to the start of the secondment in which case the agreement between the respective Parties shall prevail or b) the Results qualify as joint Results under section 8.2.

## Joint ownership

Where several Parties have jointly carried out work generating Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Results, subject to applicable laws, regulations and guidelines.

The joint owners shall negotiate and agree on a written joint ownership agreement (“Joint Ownership Agreement”) regarding the allocation and terms of exercising that joint ownership of such joint Results to ensure compliance with their obligations under this Consortium Agreement. The Joint Ownership Agreement shall be drawn up as soon as necessary and in any event before any industrial and/or commercial Exploitation of the jointly owned Results.

The Joint Ownership Agreement shall provide the terms for the joint Results protection measures and the division of related costs.

Unless otherwise agreed in the Joint Ownership Agreement:

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 in the ownership agreement:

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

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

## Transfer of Results

#### 8.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.

#### 8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article

16.4 and its Annex 5, Section Transfer of licensing of results, sub-section “Transfer of ownership”, 3rd paragraph.

#### 8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant

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

#### 8.3.4

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

#### 8.3.5

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

## 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.

#### Dissemination of own (including jointly owned) Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice for **short** publications, more specific results at conferences/symposia such as abstracts for oral, presentations and posters shall be given to the other Parties as soon as possible, and with no less than 15 (fifteen) calendar days prior to the presentation or the submission of the abstract.

Prior notice of planned **long** publications, more specific dissemination of results via peer reviewed publications in scientific journals and theses, e.g. academic articles, manuscripts shall be given to the other Parties at least 45 (forty five) calendar days before the submission.

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

* for dissemination of short publications, more specific results at conferences/symposia, the objection(s) should be given as soon as possible and no later than 10 (ten) calendar days after receipt of the notice,
* for long publications, more specific dissemination of results via peer reviewed publications in scientific journals and thesises, the objection(s) should be made within 30 (thirty) calendar days after receipt of the notice.

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

8.4.2.2

An objection is justified if

* + - 1. the protection of the objecting Party's Results or Background would be adversely affected, or
			2. the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
			3. the proposed publication includes Confidential Information of the objecting Party.

The objection has to include a precise request for necessary modifications. 8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.4.2.4

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

#### 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.

#### Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement. In accordance with scientific customs, the Party’s contributions will be expressly reflected in all written or oral public disclosures concerning Results by acknowledgment or co-authorship, as appropriate.

The Parties hereby acknowledge that the Project is the subject of a doctoral research at some of the research institutions involved in this Project and that for this reason, (intermediate) Publication of the Results is essential to the doctoral researcher(s) involved. The Parties will therefore regularly confer about the possibility of publishing (intermediate) Project Results. However, notwithstanding a timely communication of an objection in accordance with section 8.4.2.2 above, the doctoral researcher will at all times be able to present and defend their doctoral paper (thesis) in accordance with applicable examination decrees and regulations. Upon receipt of an objection, the parties will confer on the appropriate measures to be taken to ensure proper confidentiality of the objecting Party’s Confidential Information and/or Results which such Party wishes to remain confidential. These measures may include the execution of appropriate non-disclosure agreements by the members of the jury, the presentation behind closed doors of the doctoral paper and/or an embargo on the public availability of the doctoral paper in the research institutions’ public and scientific libraries.

#### 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.

# Access Rights

## Background included

#### 9.1.1

Each Party will remain the owner and will retain control of its Background.

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

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

#### 9.1.2

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

**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.

## 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.

The Parties must ensure full access – on a royalty-free basis – for recruited DCs to Background and Results needed for their research training activities subject to the agreement in the Attachment 8 under this Project.

## 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 to be agreed by the concerned Parties and upon written agreement, prior to any use of the Results by the requesting Party.

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

#### 9.4.2

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

#### 9.4.3

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

## Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article

16.4 and its Annex 5, Section "Access rights to results and background”, sub-section “Access rights for entities under the same control” if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

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

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

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

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

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

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

## 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.

## Access Rights for Parties entering or leaving the consortium

#### 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.

#### Parties leaving the consortium

* + - 1. Access Rights granted to a leaving Party
				1. Defaulting Party

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

* + - * 1. 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.

* + - 1. 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.

## 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.

# Non-disclosure of information



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



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:

* 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 Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.



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.

In case of secondment of DC’s from one Party to another Party, the DC’s employing Party shall be responsible for the fulfilment of the above mentioned confidentiality obligations and shall instruct the respective DC not to use, divulge or communicate to any third person any information which the DC may have received or obtained directly or by sight or hearing during his or her secondment period at the Party hosting the secondment 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 DC.



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.



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



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.



If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

* notify the Disclosing Party, and
* comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

# Miscellaneous

## 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 (PCDP template)
* Attachment 6 (Consortium budget redistribution)
* Attachment 7 (Commitment of Associated Partner)
* Attachment 8 (Template for Secondment Agreement)
* Attachment 9 (Template Acknowledgement of Confidentiality for External Advisory Board agreed under Section 6)

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

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

## 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.

## Formal and written notices

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

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

Formal notices:

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

Written notice:

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

## Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section

6.3.7 (SP) require a separate written agreement to be signed between all Parties.

## 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.

## Language

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

## Applicable law

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

## 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.

## General provisions

Forbearance by any of the Parties on one or more occasions from reliance on one or more provisions of this Consortium Agreement shall in no way entail waiver by the interested Party of the possibility to rely thereon in future.

This Consortium Agreement cancels and supersedes any prior written or oral agreement between the Parties and constitutes the entire agreement between the Parties with regard to the subject matter thereof. No addition or change to the terms of this Consortium Agreement will be effective with regard to the Parties unless it is made in writing and signed by their duly authorized representatives.

# Signatures

#### AS WITNESS:

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

#### GHENT UNIVERSITY

xxx Rector

Date:

Signature:

For acknowledgement and approval: Name: xxx

Date: 22/01/2024

Signature:

ProGret Consortium Agreement, version 3

1. **STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC)**

Name: Title: Date: Signature:

Name: Title:

Date:

xxx Afdelingshoofd genetica

02 februari 2024

**29 januari** 2024

xxx

Director Valorisatie /Technology Transfer

Signature:

Name:

xxx

#### \_\_\_\_\_\_\_\_

Title: Date: Signature:

xxx lnvestigator

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 3. EBERHARD KARLS UNIVERSITAET TUEBINGEN (UT)

 Name: xxx

 Title: Executive Vice-President

 Date:

 Signature:

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#### 4. FONDAZIONE TELETHON ETS (TIGEM)

Name: xxx

Title: Chief Financial Officer Date:

Signature:

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5. INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM)

Name: xxx

Title:

Date:

Signature:

#### AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P. (CSIC)

Name: xxx

Title: Vice-president for International Affairs

By Delegation from the President (Resolution published on the Spanish Official Journal dated 18/12/2023)

Date: Signature:

#### USTAV MOLEKULARNI GENETIKY AV CR, V. V. I. (IMG)

Name: xxx

 Title: Director

Date: Signature:

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#### EVOTEC INTERNATIONAL GMBH (EVO)

Name: Title: Date: Signature

Name: Title: Date: Signature

xxx

Procurated Officer Januar 23, 2024

xxx

Managing Director January 23, 2024

# 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.

#### GHENT UNIVERSITY

As to **GHENT UNIVERSITY**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **GHENT UNIVERSITY** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC)

As to **STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC)**, it is agreed between

the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC)** 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.

#### EBERHARD KARLS UNIVERSITAET TUEBINGEN (UT)

As to **EBERHARD KARLS UNIVERSITAET TUEBINGEN (UT),** it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **EBERHARD KARLS UNIVERSITAET TUEBINGEN (UT)** 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.

#### FONDAZIONE TELETHON ETS (TIGEM)

As to **FONDAZIONE TELETHON ETS (TIGEM)**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **FONDAZIONE TELETHON ETS (TIGEM)** 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.

#### INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM)

As to to **INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE**, 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”)** |
| Genetic information about IRD patients | No personal data will be shared | N/A |
| Cell lines derived from patients with IRD | No personal data will be shared | N/A |
| Minigene assay | N/A | N/A |
| Pathophysiology data concerning patient iPSC- derived retinal organoids | N/A | N/A |

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

#### AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS (CSIC)

As to **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P.**

**(CSIC),** it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P. (CSIC)** 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.

#### USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE (IMG)

As to **USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA**

**VYZKUMNA INSTITUCE (IMG)**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE (IMG)** 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.

#### EVOTEC INTERNATIONAL GMBH (EVO)

As to **EVOTEC INTERNATIONAL GMBH**, it is agreed between the Parties that, to the best of their knowledge, Option 2 shall apply.

Option 2: No data, know-how or information of **EVOTEC INTERNATIONAL GMBH** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

# Attachment 2: Accession document

ACCESSION

#### of a new Party to

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

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

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

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

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

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

1. GHENT UNIVERSITY (Ugent): NONE
2. STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC): NONE
3. EBERHARD KARLS UNIVERSITAET TUEBINGEN (UT): NONE
4. FONDAZIONE TELETHON ETS (TIGEM): NONE
5. INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM):
	1. University of Montpellier
6. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS (CSIC): NONE
7. USTAV MOLEKULARNI GENETIKY AV CR, V. V. I. (IMG): NONE
8. EVOTEC INTERNATIONAL GMBH (EVO): NONE

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

1. GHENT UNIVERSITY (Ugent): NONE
2. STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC): NONE
3. EBERHARD KARLS UNIVERSITAET TUEBINGEN (UT): NONE
4. FONDAZIONE TELETHON ETS (TIGEM): NONE
5. INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM): Inserm Transfert
6. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS (CSIC): NONE
7. USTAV MOLEKULARNI GENETIKY AV CR, V. V. I. (IMG): NONE
8. EVOTEC INTERNATIONAL GMBH (EVO): Evotec SE, Essener Bogen 7, 22419 Hamburg, Germany.

# Attachment 5: PCDP template

**General**

|  |  |
| --- | --- |
| Name of fellow: |  |
| Project & Work Package number*(e.g. DC1/WP2)*: |  |
| Institute: |  |
| Name of the primary supervisor: |  |
| Additional supervisors/mentor listed in Annex 1*(+ others assigned)*: |  |
| Start date: |  |
| Long-term career aim of fellow (if known) to aid personalizing the training plan: |  |

***Note: This PCDP is for the duration of the Training Network and should be updated every 6 months and also reviewed by the TPDC annually.***

##  Research Project

Title of research project:

**Brief overview of research project and update with major accomplishments** (half page should be sufficient):

##  Objectives during DN (1-3 years)

1. **Complementary skills** training

Planned:

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Completed:

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Research skills** and techniques

Planned:

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

Completed:

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Secondments (industrial and academic):**

*Please refer to annex I for your planned secondments and document in the table below.*

Planned

|  |  |  |
| --- | --- | --- |
| Secondment Partner/Supervisor/Description | Date From | Date To |
|  |  |  |
|  |  |  |
|  |  |  |

### Completed – please make sure it is registered in the EU portal.

|  |  |  |
| --- | --- | --- |
| Secondment Partner/Supervisor/Description | Date From | Date To |
|  |  |  |
|  |  |  |
|  |  |  |

1. Other **professional training** (PhD progress, course work, teaching activity, supervision, mentoring):

Planned

|  |  |
| --- | --- |
| Course Title | Date Planned |
|  |  |
|  |  |
|  |  |

Completed

|  |  |
| --- | --- |
| Course Title | Date Completed |
|  |  |
|  |  |
|  |  |

1. **Networking** opportunities:

Planned

|  |  |
| --- | --- |
| Details | Date Planned |
|  |  |
|  |  |
|  |  |

Completed

|  |  |
| --- | --- |
| Details | Date Completed |
|  |  |
|  |  |
|  |  |

### Outreach activities (specialist and non-specialist):

The DCs will participate in at least three outreach activities that will be discussed with their supervisors and included in their Personal Career Development Plans (PCDPs):

1. DCs will perform personal outreach activities by presenting their research projects at local ‘open door’

events or at their secondary classes;

1. Each DC will write a layman’s article for the general public about his/her research in popular press,

newspapers and alumni magazines;

1. Each DC will prepare an outreach video relating to her/his research topic.

Planned

|  |  |
| --- | --- |
| Details | Date Planned |
|  |  |
|  |  |
|  |  |

Completed

|  |  |
| --- | --- |
| Details | Date Completed |
|  |  |
|  |  |
|  |  |

### Fellowship or funding applications

Indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.):

Planned

|  |  |
| --- | --- |
| Details | Date Planned |
|  |  |
|  |  |
|  |  |

Completed

|  |  |
| --- | --- |
| Details | Date Completed |
|  |  |
|  |  |
|  |  |

1. **Research outputs** (publications, poster presentations, oral presentations with acknowledgement of EU funding):

Planned

|  |  |
| --- | --- |
| Details | Date Planned |
|  |  |
|  |  |
|  |  |

Completed

|  |  |
| --- | --- |
| Details | Date Completed |
|  |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| Fellow: | Supervisor: |
| Date: | Date: |
| Signature: | Signature: |

# Attachment 6: Consortium Budget redistribution



The Common Management Pot will be used for covering management costs (such as the salary of a project manager, and organisation of management meetings) that need to be financed by the entire consortium. Proposal to redistribute €500 per person month to the Common Management Pot

The Party organising meeting/training shall submit its invoices to the Coordinator and the Coordinator will reimburse such Party for these expenses from the budget foreseen by the Common Training Pot. Proposal to redistribute €250 per person month to the Common Training Pot.

For the avoidance of doubt, the Parties hereby agree that, if necessary, their contribution indicated in the table above can be reviewed.

# Attachment 7: Commitment of the Associated Partner

Commitment of the Associated Partner

[COORDINATING INSTITUTION] (“[short name]”) and the organisations shown in the attached schedule (hereinafter referred to as “Consortium” are participating in the Marie Skłodowska-Curie Action: Doctoral Network entitled “*[PROJECT TITLE]*” with the acronym “*[ACRONYM]*” (hereinafter referred to as “Project”), which is being funded by the European Union under its Horizon Europe Programme. Hence, this agreement is between:

1. [Insert official name of the Coordinating Institution], having its registered office or based in [insert the Legal Address of the Entity], acting on behalf of the [PROJECT ACRONYM] Consortium.

And

1. [Insert official name of the Associated Partner], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [Associated Partner short name].

General provisions:

[Associated Partner short name] agrees to:

* 1. Contribute to the [Project ACRONYM] Project by fulfilling the tasks listed in Annex I to the Grant Agreement (Appendix B).
	2. Contribute to the [Project ACRONYM] Project by abiding decisions made by the Supervisory Board.
	3. Make best efforts to promptly conclude a detailed Secondment agreement with the relevant Party.

Provisions related to the participation to the [PROJECT ACRONYM] Supervisory Board:

The Consortium welcomes [Associated Partner short name] as a member of the Supervisory Board (“SB”). Participation as a member of the SB will involve the representative of [Associated Partner short name] receiving, and/or participating in Project discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of the Project (“Results”) or before the Project (“Background”). As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, [Associated Partner short name] will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to [Associated Partner short name] as a member of the SB. In addition, confidential information may be disclosed to [Associated Partner short name] by members of the SB who are not members of the Consortium. In this agreement, any information disclosed to [Associated Partner short name] in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to [Associated Partner short name] by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as “Confidential Information” and the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the “Discloser”. To avoid doubt, the Consortium has approved the use of this agreement.

The functions and procedures of the SB are listed in articles 6.1, 6.2, 6.3 of the Consortium Agreement, Appendix A.

By signing below, [Associated Partner short name] agrees to the following:

1. [Associated Partner short name] commits itself to carry out its work as per Section 3 of Appendix B – Annex I to the Grant Agreement;
2. to take all reasonable steps to ensure that all Confidential Information disclosed to [Associated Partner short name] as a member of the SB remains confidential during the Project and for a period of five (5) years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment);
3. not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking [Associated Partner short name]’s duties as a member of the SB without the written consent of the Discloser;
4. not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser;
5. to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form;
6. [Associated Partner short name] 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 [INSERT PROJECT ACRONYM] Project. [Associated Partner short name] 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 [Associated Partner short name] 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.

In addition, [Associated Partner short name] agrees that the above obligations of confidentiality and non- use shall not apply in the following circumstances:

1. when any such Confidential Information is public knowledge through previous publication, or when following disclosure to [Associated Partner short name] as a member of the SB, becomes general or public knowledge either through no fault of [Associated Partner short name] or following further written agreement between [Associated Partner short name] and the Discloser;
2. when any such Confidential Information can be shown by [Associated Partner short name] to have been in [Associated Partner short name]’s possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;
3. when any such Confidential Information is received by [Associated Partner short name] from a third party that [Associated Partner short name] reasonably believe has no similar obligation of confidentiality to the Discloser;
4. when [Associated Partner short name] can reasonably demonstrate that any such information has been previously developed by [Associated Partner short name] without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order. If [Associated Partner short name] becomes aware that it will be required, or is likely to be

required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

* + notify the Discloser, and
	+ comply with the Discloser’s reasonable instructions to protect the confidentiality of the information.

In accordance with Sec 11.7 of the Consortium Agreement, Appendix A, this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it.

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

In consideration of the invitation to participate as a member of the SB, [Associated Partner short name] accepts the conditions set out within this agreement.

Name of [Associated Partner short name] Authorised signatory

(Block Capitals)

Signed

 Date

(by [Associated Partner short name] Authorised signatory)

At the time of the signature, [Associated Partner short name] nominates the following employees as its representatives in the SB.

For the avoidance of doubt, [Associated Partner short name] is not entitled to voting rights in any SB meeting.

Name of SB member(s)’ representative(s)

(Block Capitals)

Normal Work Address of SB member(s)’ representative(s)

 \_

(Block Capitals)

Signed

 Date

(by SB member(s)’ representative(s))

Name of authorised member of [COORDINATING INSTITUTION’S short name] Staff acting on behalf of the Consortium

Signed

 Date

Consortium Schedule:

|  |  |  |
| --- | --- | --- |
| Institution’s Name | Organisation short name | Country |
| GHENT UNIVERSITY | UGent | BE |
| STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM | RUMC | NL |
| EBERHARD KARLS UNIVERSITAET TUEBINGEN | UT | DE |
| FONDAZIONE TELETHON ETS | TIGEM | IT |
| INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE | INSERM | FR |
| AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS | CSIC | ES |
| USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE | IMG | CZ |
| EVOTEC INTERNATIONAL GMBH | EVO | DE |

Non-Consortium SB members Schedule:

|  |  |  |
| --- | --- | --- |
| Associated Partner’s Name | Organisation Short Name | Country |
| INTERNATIONAL RETINITIS PIGMENTOSA ASSOCIATION | RI | CH |
| Gulliver Biomed BV | Gulliver | BE |
| Phenopolis Ltd | Phenopolis | UK |
| UNIVERSITAT BASEL | IOB | CH |

|  |  |  |
| --- | --- | --- |
| Fighting Blindness | FB | IE |
| 2 DC Representatives | Rotate yearly |  |

Appendix A – Consortium Agreement (CONFIDENTIAL); Appendix B – Grant Agreement (CONFIDENTIAL)

# Attachment 8: Template Secondment Agreement

Template [ACRONYM] Secondment Agreement

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

This agreement is made between:

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

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

Definitions:

Doctoral Candidate (DC): is a researcher not already in possession of a doctoral degree at the date of the recruitment.

Secondment: means a period during which a DC is hosted by a entity (Host Entity) other than their employing institution (Seconding Entity).

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

The Seconding Entity agrees to the placement of [INSERT NAME OF Doctoral Candidate} (the ‘*DC’*) with *INSERT HOSTING PARTY or ASSOCIATED PARTNER* short name as a seconded *DC* within the framework of the ‘[ACRONYM]’ MSCA: Doctoral Network Grant Agreement [INSERT NUMBER], [INSERT FULL PROJECT TITLE], [INSERT PROJECT ACRONYM], for 100% full time equivalent on the following conditions:

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

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

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

1. Fees

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

1. Finance arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.

In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the *DC*.

The *DC* will not receive any other incomes than those received from the *[YOUR INSTITUTION SHORT NAME]* for the activities carried out in the framework of this agreement.

1. Terms and Conditions

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

This Agreement shall be governed by Host Entity country’s law and the DC’s and Host Entity consent to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement. The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. 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.The secondment is subject to the *DC* being and remaining eligible to be appointed in the seconding country and is subject to the *DC* obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country’s immigration rules.

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

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

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

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

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

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

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

*DC*’s failure to fully meet their responsibilities under the relevant national laws and/or regulations applying to the *beneficiary*.

1. Intellectual Property

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

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

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

You may wish to enter into a separate, specific ownership/joint ownership agreement concerning particular

intellectual property, or include details of the arrangements in the Secondment Plan. In any case, the Grant

Agreement and Consortium Agreement must be respected – please ask the coordinator for advice if necessary.

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

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

The *DC* has the same rights and will comply with the same obligations as the Seconding Entity with regards to the [ACRONYM] Grant Agreement Article 16 and Annex 5.

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

In the case that the *DC* enjoys access rights to results and information generated within the [ACRONYM] Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the *DC* will ensure that the rights of the respective owner(s) are upheld in accordance with the [ACRONYM] Grant Agreement and the [ACRONYM] Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the *DC* will treat all such information, results, copyrights, data, documents, materials or IPR as ‘confidential information’ in accordance with the terms of the [ACRONYM] Grant Agreement Article 16 and Annex 5.

The *DC* shall inform the *beneficiary [SECONDING ENTITY]* and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.

The *DC* shall inform the *beneficiary [SECONDING ENTITY]* as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the [ACRONYM] Grant Agreement or the [ACRONYM] Consortium Agreement.

1. Additional Remarks

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

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

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

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

1. Termination

This Agreement shall be terminated if the *DC*’s appointment by the *beneficiary [SECONDING ENTITY]* is terminated for whatever reason.

Either the *beneficiary [SECONDING ENTITY]* or the Host Entity may terminate this agreement before the end of the period with three months’ notice in writing to the other party.

At the end of the Agreement, the scientist in charge will resume the full duties of the post of the DC for the

*INSERT NAME OF DEPARTMENT* at the Seconding Entity.

1. Signatures

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

Signed…………………………………. Date: Stamp: NAME

JOB TITLE

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

Signed………………………………….. Date: Stamp: NAME

JOB TITLE

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

Read and agreed:

Signed…………………………………… Date: NAME

DC

# Attachment 9 (Template Acknowledgement of Confidentiality for External Advisory Board agreed under Section 6)

**Acknowledgement of Confidentiality**

### Horizon Europe Project <ACRONYM> - n° <reference>

This Acknowledgement of Confidentiality is an essential condition to the accession of the undersigned to the External Advisory Board (the “EAB”) of the Horizon Europe Project <Acronym>.

<**Company Name**, address, company registration n°> represented by <name and position>, (hereinafter the “EAB member”)

#### RECITALS:

**Horizon Europe Project**

The Horizon Europe Project is “<acronym>”:

…………short description………………

The Horizon Europe Project will mainly focus on :

a) ………………………..

b) …………………………...

c) ………………………………

The Horizon Europe Project runs from …………….. until ……………………..

#### Consortium Partners

The Consortium consists of the following consortium partners:

|  |  |
| --- | --- |
| **Consortium Partners** | **Short name** |

…………………………..

Coordinator : ………………………, represented by …………………….

#### External Advisory Board (EAB)

Qualifying members

* Have been accepted by the Supervisory Board of the Consortium
* Have signed the “Acknowledgement of Confidentiality”

A member can resign from the EAB by giving written notice to the Coordinator.

#### Role and purpose of the EAB

To support strategic guidance, to advice on the project’s innovation content and to provide scientific and

stakeholder-oriented input before and during the project duration.

#### EAB member accepts the following conditions and provisions of this acknowledgement:

EAB member confirms that the Consortium Partners of the Horizon Europe Project <Acronym> will disclose (technical and other) information, containing, but not limited to, documents, knowledge, data, drawings, photos, models, prototypes in written, electronic, oral, visual or any other form, hereinafter referred to as Confidential Information, in the context of EAB member’s participation as member of the External Advisory Board of said Horizon Europe Project.

EAB member accepts the Confidential Information with the sole purpose of carrying out its tasks in the External Advisory Board as set out in purpose. EAB member will not:

* + use the Confidential Information for any other purpose; nor
	+ publish or disclose the Confidential Information to any third party without the written prior consent of the Consortium Partners of the Horizon Europe Project <Acronym>.

The obligations of confidentiality and limited use contained in this document do not extend to information which EAB member can prove to be:

* 1. known to EAB member before its receipt in the context of the meetings of the EAB, and not already subject to any obligation of confidentiality to the disclosing party;
	2. publicly known without any breach of the confidentiality obligations contained in this document or any other undertaking to keep it confidential;
	3. obtained by EAB member from a third party in circumstances where EAB member has no reason to believe that there has been a breach of an obligation of confidentiality owed to the partners of the Horizon Europe project <Acronym>;
	4. independently developed by EAB member without the use of the Confidential Information;
	5. pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and EAB member, required to make that disclosure, having informed partners of the Horizon Europe project <Acronym> of the requirement and the information required to be disclosed; or
	6. approved for release in writing by an authorised representative of the Consortium Partners of the Horizon Europe project <Acronym>.

Neither this acknowledgement nor any receipt of Confidential Information hereunder will be construed as granting, or as an undertaking to subsequently grant, any license for commercial or scientific purposes or any right in or to the Confidential Information or any present or future intellectual property rights of the Consortium Partners in the Horizon Europe Project <Acronym>.

Additionally, EAB member will not assert any rights of prior use with respect to said Confidential Information.

In any event, it is understood that by signing this document, EAB member is not released from any liabilities based upon any intellectual property or other rights that the Consortium Partners in the Horizon Europe Project

<Acronym> now possess or may acquire concerning such Confidential Information.

EAB member is not required nor expected to disclose any confidential information in the context of its participation in the EAB; any obligation on the part of the Consortium Partners of the Horizon Europe project

<Acronym> (individually or collectively) will be the subject of a separate, formal non-disclosure agreement.

The obligations contained in this acknowledgement shall be effective for a period of 5 years after its signature. After the termination of the Horizon Europe project <Acronym>, EAB member shall return all Confidential Information to the Consortium Partners of the Horizon Europe project <Acronym>. EAB member is not entitled to make any copies by whatever means of the Confidential Information. In case of any dispute or litigation in any way related to this acknowledgement, the courts of Brussels, Belgium, are exclusively competent.

As understood and agreed,

Name:

Position:

Date:

Signature: