Consortium Agreement

IMPULSE

Version 2.0 – April 2024

(Based on DESCA – Model Consortium Agreement for Horizon Europe, Version 2.0, February 2024)

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**CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 01 March 2024, hereinafter referred to as the Effective Date

**BETWEEN:**

**1. EUROPEAN INFRASTRUCTURE OF OPEN SCREENING PLATFORMS FOR CHEMICAL BIOLOGY EUROPEAN RESEARCH INFRASTUCTURE CONSORTIUM (EU-OPENSCREEN ERIC) (EU-OS)**, ROBERT-ROSSLE-STR. 10, 13125, BERLIN, DE, the Coordinator

**2. FORSCHUNGSVERBUND BERLIN EV, Leibniz-Forschungsinstitut für Molekulare Pharmakologie (FVB-FMP)**, RUDOWER CHAUSSEE 17, 12489, BERLIN, DE,

**3. USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE (IMG)**, VIDENSKA 1083, 142 20, PRAHA 4, CZ,

**4. UNIVERZITA PALACKEHO V OLOMOUCI (UP-IMTM)**, KRIZKOVSKEHO 8, 771 47, OLOMOUC, CZ,

**5.MASARYKOVA UNIVERZITA (MU)**, Zerotinovo namesti 9, 601 77, BRNO, CZ,

**6. DANMARKS TEKNISKE UNIVERSITET - TECHNICAL UNIVERSITY OF DENMARK (DTU)**, ANKER ENGELUNDS VEJ 101, 2800, KONGENS LYNGBY, DK

**7. FUNDACION CENTRO DE EXCELENCIA EN INVESTIGACION DE MEDICAMENTOS INNOVADORES EN ANDALUCIA (MEDINA)**, AVDA DEL CONOCIMIENTO 3, 18100, ARMILLA GRANADA, ES,

**8. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS M.P. (CSIC)**, CALLE SERRANO 117, 28006, MADRID, ES,

**9. FUNDACION DE LA COMUNIDAD VALENCIANA CENTRO DE INVESTIGACION PRINCIPE FELIPE (CIPF)**, CALLE EDUARDO PRIMO YUFERA 3, 46012, VALENCIA, ES,

**10. UNIVERSIDAD DE SANTIAGO DE COMPOSTELA (USC)**, COLEXIO DE SAN XEROME PRAZA DO OBRADOIRO S/N, 15782, SANTIAGO DE COMPOSTELA, ES,

**11. HELSINGIN YLIOPISTO (UH)**, YLIOPISTONKATU 3, 00014, HELSINGIN YLIOPISTO, FI,

**12. INSTITUTO DE INVESTIGACAO E INOVACAO EM SAUDE DA UNIVERSIDADE DO PORTO (i3S)**, RUA ALFREDO ALLEN 208, 4200-135, PORTO, PT,

**13. FACULDADE DE FARMÁCIA DA UNIVERSIDADE DE LISBOA (FFUL)**, Av. Prof. Gama Pinto, 1649-003, Lisboa, PT,

**14. KAROLINSKA INSTITUTET (KI)**, Department of Medical Biochemistry and Biophysics, registration no 202100-2973, SE-17177, STOCKHOLM, SE,

**15. TURUN YLIOPISTO (UTU)**, YLIOPISTONMAKI, 20014, Turku, FI,

**16. LATVIJAS ORGANISKAS SINTEZES INSTITUTS (LIOS)**, AIZKRAUKLES 21, LV-1006, RIGA, LV

**17. UNIVERSITETET I OSLO (UiO)**, PROBLEMVEIEN 7, 0316, OSLO, NO,

**18. INSTYTUT BIOCHEMII I BIOFIZYKI POLSKIEJ AKADEMII NAUK (IBB PAN)**, PAWINSKIEGO 5A, 02 106, WARSZAWA, PL,

**19. INSTYTUT BIOLOGII MEDYCZNEJ POLSKIEJ AKADEMII NAUK (IBM PAN)**, LODOWA 106, 93 232, LODZ, PL,

**20. INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK (ICHB PAN),** NOSKOWSKIEGO 12-14, 61 704, POZNAN, PL,

**21. UNIVERSIDADE DE COIMBRA (UC)**, PACO DAS ESCOLAS, 3004-531, COIMBRA, PT,

**22. FRAUNHOFER-GESELLSCHAFT ZUR FÖRDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer)**, HANSASTRASSE 27C, 80686, MÜNCHEN, Germany, acting as legal entity for and on behalf of its Fraunhofer-Institut für Translationale Medizin und Pharmakologie ITMP,

**23. UNIVERSIDADE DO PORTO (U.PORTO)**, PRACA GOMES TEIXEIRA, 4099-002, PORTO, PT,

**24. UNIVERSITETET I BERGEN (UiB)**, MUSEPLASSEN 1, 5020, BERGEN, NO,

**25. HELMHOLTZ-ZENTRUM FUR INFEKTIONSFORSCHUNG GMBH (HZI)**, INHOFFENSTRASSE 7, 38124, BRAUNSCHWEIG, DE.

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

relating to the Action entitled

**IMPROVING USER EXPERIENCE, LONG-TERM SUSTAINABILITY, AND**

**SERVICES OF EU-OPENSCREEN**

in short

**IMPULSE**

hereinafter referred to as “Project”

**WHEREAS:**

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# Definitions

## Definitions

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

## Additional Definitions

**“Background”**

Background means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

a) held by the beneficiaries before they acceded to the Consortium Agreement or is developed or acquired by them in parallel and independently with the execution of the Project, and

b) needed to implement the Project or exploit the Results.

Each of the Parties retains full ownership or right of disposal on any data, know-how or information defined as its Background in Attachment 1.

**“Consortium Body”**

Consortium Body means any management body described in Section 6.1 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 General Assembly.

**“Granting Authority”**

Granting Authority means the body awarding the grant for the Project.

**“Defaulting Party”**

Defaulting Party means a Party which the General Assembly 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.

**“Internal Progress Report”**

Internal Progress Report means a written report issued by each Party for each work package providing information to enable the monitoring of the status of completion of a work package.

**“Needed”**

Needed means:

*For the implementation of the Project:*

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

*For Exploitation of own Results:*

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

**“Software”**

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

**“Work Package Leader”**

Work Package Leader means a representative of the Party appointed to lead a work package according to Annex 1 of the Grant Agreement, who shall coordinate the completion of activities for the tasks in the relevant work package.

# 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.

# 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 in accordance with the decision of the General Assembly. 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 until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

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

If

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

this Consortium Agreement shall automatically terminate in respect of the Party/ies concerned, 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 General Assembly and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of the leaving Party’s participation in the Project.

# 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 a Work Package Leader 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.

## Breach

In the event that the General Assembly 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 General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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

## Involvement of third parties

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

## Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

## 4.5 Specific responsibilities regarding reporting and implementation

4.5.1 Internal Progress Reports

The Parties commit to continuously provide information on the progress of the implementation of the work packages. In particular, they shall issue an Internal Progress Report to the Work Package Leader upon request 14 days ahead of the relevant meeting of the Work Package Leaders Group. The Internal Progress Report provided should allow for an assessment of the status or completion of each work package in order to enable monitoring, e.g. through certain performance indicators as defined in Annex 1 of the Grant Agreement, if any.

4.5.2 Proper implementation

Each Party shall perform its tasks in accordance with the Consortium Plan and contribute to the completion of the work package.

If a work package cannot be completed, the Parties must collaborate to propose an amendment of the Grant Agreement for that work package via an alternative solution.

4.5.3 Termination reports

A leaving Party shall issue a termination report to the Work Package Leaders Group and/or Executive Board in accordance with Article 32 of the Grant Agreement on the activities implemented by it and completion of its work share in the work packages it is involved in for the period until its termination takes effect.

4.5.4 Consequences of non-compliance

Improper reporting or implementation of the Project may lead to a breach procedure and termination of a Party’s participation according to Section 4.2 of this Consortium Agreement. The Parties are aware, that their implementation may affect the completion of tasks or work packages by other Parties and that improper implementation or reporting can lead to liability in accordance with Section 5 of this Consortium Agreement, e.g. in case of reduction or recovery of funding by the Granting Authority.

## 4.6 Specific responsibilities regarding Ethical and Regulatory Approvals

Each Party shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations, and guidelines which are effective during the period of the Grant Agreement, including those governing health and safety, data protection and where relevant, the use of human or animal subjects and good clinical practice. In this regard, each Party shall maintain the confidentiality, in accordance with the applicable laws, regulations and guidelines, of all samples and data relating to the use of human subjects, which is created or used in the course of the Project.

Each Party shall ensure all necessary approvals from the relevant research ethics committees before undertaking any part of the Project requiring ethics committee approval and shall, if require, obtain properly signed informed consent and acknowledgement forms from any human subjects, or their legal guardians, who they will involve in the Project. Where any part of the Projects takes place in a hospital, the Party involved shall first obtain all necessary approvals, indemnities and agreements from that hospital.

When a Party (the “Provider”) sends biological material to another Party (the “Recipient”) in respect of the Project, a bilateral material transfer agreement (MTA) shall be concluded between such Parties to specify the conditions applying to such transfer of material. The material shall only be used for the purpose of the Project and only for as long as is necessary for that purpose.

When a Party sends biological material and related biological data from a biobank/health care provider’s biobank to another Party in respect of the Project, a bilateral separate material transfer agreement (MTA) shall be concluded between such Parties and/or the relevant biobank/health care providers biobank and to specify the conditions applying to such transfer of biological material.

# 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 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, except in case of breach of confidentiality.

Unlimited liability of a Party shall not arise from a breach of its confidentiality obligations to comply with laws from inadvertent, accidental, unaouthorized, or mistaken disclosure by its employees, officers, directors, or agents of information obtained purusuant ot this Agreement provided that: a) suchs Receiving Party used the same degree of care (but no less than a reasonable degree of care) as it uses to protect its own proprietary or confidential information of like importance, and b) upon discovery of such disclosure, such receiving Party shall notify the disclosing Party and shall endeavor to prevent further disclosure of use.

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 General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

## 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 General Assembly of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within six (6) weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

# Governance structure

## General structure

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

* The General Assembly as the ultimate decision-making body of the consortium
* The Executive Board as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly
* The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.
* The Work Package Leaders Group (WPLG) oversees the technical progress of the work packages and ensures interoperability and alignment of co-dependent tasks across Work Packages

## General operational procedures for all Consortium Bodies

### Representation in meetings

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

Any Member:

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

and shall participate in a cooperative manner in the meetings.

### Preparation and organisation of meetings

#### Convening meetings:

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

|  |  |  |
| --- | --- | --- |
|  | Ordinary meeting | Extraordinary meeting |
| General Assembly | At least once a year | At any time upon request of the Executive Board or 1/3 of the Members of the General Assembly |
| Executive Board | At least quarterly | At any time upon request of any Member of the Executive Board |
| Work Package Leaders Group (WPLG) | At least twice a year | At any time upon written request by the chair of the WPLG |

#### Notice of a meeting

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

|  |  |  |
| --- | --- | --- |
|  | Ordinary meeting | Extraordinary meeting |
| General Assembly | 45 calendar days | 15 calendar days |
| Executive Board | 14 calendar days | 7 calendar days |
| Work Package Leaders Group (WPLG)   | 30 calendar days  | 7 calendar days  |

#### Sending the agenda

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

|  |  |
| --- | --- |
| General Assembly | 21 calendar days, 10 calendar days for an extraordinary meeting |
| Executive Board | 7 calendar days |
| Work Package Leaders Group (WPLG)  | 7 calendar days, 7 calendar days for an extraordinary meeting  |

#### Adding agenda items:

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

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

|  |  |
| --- | --- |
| General Assembly | 14 calendar days, 7 calendar days for an extraordinary meeting |
| Executive Board | 2 calendar days |
| Work Package Leaders Group (WPLG)  | 5 calendar days, 5 calendar days for an extraordinary meeting  |

####

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda. However, no decision may be taken on this item if not all Members are represented at the meeting.

####

Meetings of each Consortium Body 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 6.2.5.2.

####

*Decisions without a meeting*

Any decision may also be taken without a meeting if

1. the Coordinator circulates to all Members of the General Assembly 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 Parties of the outcome of the vote.

A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

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

### Voting rules and quorum

####

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

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

####

Each Member of a Consortium Body present or represented in the meeting shall have one vote. However, if the person who attends the meeting is not authorised by his or her institution or company to make a proposed decision on behalf of that institution or company, the Member will ensure that he or she will refer such decision to the authorised representative of his or her institution or company at the earliest time possible and will inform the Coordinator of such referral.

####

A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote or participate in any further Consortium Body decision-making following the declaration of default nor their presence shall account for the relevant quorum.

####

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast, except in the following instance which require the unanimous vote of the General Assembly:

a) Entry of a new entity to the Project and

b) approval of the settlement of the conditions of the accession to the Project, including the General Assembly and Consortium Agreement, of such new entity.

### Veto rights

####

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

####

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

####

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

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

####

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

####

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

####

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.

####

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

### Minutes of meetings

####

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

####

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

####

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

## Specific operational procedures for the Consortium Bodies

### General Assembly

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

#### Members of the General Assembly

#####

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

#####

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

#####

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

#####

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

#### Decisions

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

In addition, all proposals made by the Executive Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

* Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority such as changes resulting from suggested reallocation of tasks and budget by the Executive Board
* the percentage of work package completion per work package as well as per Party to be reported to the Granting Authority based on the assessment by the Executive Board regarding the individual performance of single Parties in case of non-completion of work packages
* Changes to the Consortium Plan
* Modifications or withdrawal of Background in Attachment 1 (Background Included)

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
* Proposed 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 (e.g. Section 7.1.4)

Appointments

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

* Executive Board Members
* External Expert Advisory Board Members

### Executive Board

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

#### Members of the Executive Board

The Executive Board shall consist of the Coordinator and the representatives of the Parties appointed to it by the General Assembly.

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

#### Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

#### Tasks

#####

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

#####

The Executive Board shall seek a consensus among the Parties.

#####

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

#####

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

#####

In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

#####

The Executive Board shall:

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

#####

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

## Coordinator

###

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.

###

In particular, the Coordinator shall be responsible for:

* monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
* keeping the address list of Members and other contact persons updated and available
* collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
* transmitting documents and information connected with the Project to any other Parties concerned
* administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
* providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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.

###

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

###

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.

###

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

## Work Package Leaders Group

6.5.1. Members of the Work Package Leaders Group

The Work Package Leaders Group shall consist of the Coordinator and Work Package Leaders.

6.5.2. Meetings

The Coordinator shall chair all meetings of the Work Package Leaders Group, unless decided otherwise by a majority of the Work Package Leaders Group.

The chairperson shall convene ordinary meetings of the Work Package Leaders Group every three months and shall also convene extraordinary meetings (upon proposal of one member) at any time if needed for Project implementation.

Meetings of the Work Package Leaders Group are usually held by tele- or videoconference or other telecommunication means.

The chairperson of the Work Package Leaders Group meetings shall be responsible for taking minutes of each meeting. The chairperson shall send draft minutes to all members within 10 calendar days of the meeting.

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

Minutes of Work Package Leaders Group meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.5.3. Responsibilities

The Work Package Leaders Group shall be responsible for:

* Keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);
* Evaluating suggestions of the Work Package Leaders for the reallocation of tasks and budget in work packages;
* Making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the General Assembly, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;
* Assessing reports presented by each Work Package Leader, which have been compiled by the Work Package Leader based on the Internal Progress Reports;
* Assessing the status or completion of each work package and preparing the periodic reporting for the work packages together with the Coordinator;
* Proposing payment instalments to the Coordinator according to the outcomes of these assessments (see Section 7.2.2);
* Supporting the Coordinator in preparing meetings with the Granting Authority and in preparing related information and deliverables;
* Supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party’s participation;
* Suggesting performance indicators for the determination of proper completion of work packages to the General Assembly.

## External Scientific Advisory Board (SAB)

An external Scientific Advisory Board (SAB) will be appointed and steered by the Executive Board. The SAB shall assist and facilitate the decisions made by the General Assembly.

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

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the SAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the SAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the SAB members is enclosed in Attachment 3. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 3.

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

# 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.

### 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

The funding rate for the Parties is 80% of the eligible costs. Each Party is required to provide the remaining share (20%), of the total eligible costs.

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.

Budget reallocations between Parties in the Consortium Plan can be mutually agreed between the affected Parties, without a decision of the General Assembly, by all affected Parties giving notice to the Coordinator of the reallocation and a justification thereof.

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

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget / Annex 2 of the Grant Agreement, until recovery from the breaching Party is possible. The General Assembly decides on any legal actions to be taken against the breaching Party according to Section 6.3.1.2 (Module GOV LP).

### 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 General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

## Payments

### 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.

### Payment mode

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

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties after receipt of payments from the Granting Authority 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 General Assembly 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.

# Results

## Ownership of Results

Results are owned by the Party and/or Party’s researchers that generates them pursuant to each Party’s national laws or intellectual property policy.

## Joint ownership

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

Unless otherwise agreed:

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

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

## Transfer of Results

###

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”.

###

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 forty-five (45) calendar days prior notice for the transfer as foreseen in the Grant Agreement.

###

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

## Dissemination

###

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

####

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

Prior notice of any planned publication shall be given to the other Parties at least twenty-one (21) calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within fourteen (14) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

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

####

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.

####

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.

####

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

### Use of names, logos or trademarks

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

8.4.6 Authorship

Authorship on publications will be based on academic standards and custom. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognized standard concerning publication and authorship, including the most recent “Recommendations of the Conduct, Reporting, Editing and Publications of Scholarly Work in Medical Journals” developed by the International Committee of Medical Journal Editors (ICMJE).

# Access Rights

## Background included

###

For the avoidance of doubt, all Background used in connection with the Project shall remain the property of the Party introducing the same. 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.

###

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 General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

## General Principles

###

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.

###

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

###

Access Rights shall be free of any administrative transfer costs.

###

Access Rights are granted on a non-exclusive basis.

###

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

###

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.

###

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.

## Access Rights for Exploitation

### Access Rights to Results

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

Access rights to Results for internal research, for non-commercial/academic research and for teaching activities shall be granted on a royalty-free basis, provided that no Results shall be accessed by or transferred or licensed to any third party without the owning Party’s consent.

###

### Subject to third parties’ rights as well as any legal or contractual limitations defined in Attachment 1, Access Rights to Background if Needed for Exploitation of a Party’s own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party’s participation in the Project. However, there is no obligation to maintain property rights during these twelve months.

## 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”.

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. 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

#### Access Rights granted to a leaving Party

#####  Defaulting Party

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

##### 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.

#### 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 (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” or “sensitive” 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 fifteen (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, during the Project and for a period of five (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 Recipient 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.

##

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 (NDA for external Scientific Advisory Board agreed under Section 6)

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

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

## No representation, partnership or agency

Except as otherwise provided in Section 6, 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 6.3.1.2 (LP) 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.

# 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.

**1. EUROPEAN INFRASTRUCTURE OF OPEN SCREENING PLATFORMS FOR CHEMICAL BIOLOGY EUROPEAN RESEARCH INFRASTUCTURE CONSORTIUM (EU-OPENSCREEN ERIC) (EU-OS)**, the Coordinator:

Signature

Name: xxx

Title: Director General

Date

**2. FORSCHUNGSVERBUND BERLIN EV, Leibniz-Forschungsinstitut für Molekulare Pharmakologie (FVB-FMP)**

Signatures

Names: xxx xxx

Titles: Director FMP Managing Director FVB

Date

**3. USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE (IMG)**

Signature

Name: xxx

Title: Director

Date

**4. UNIVERZITA PALACKEHO V OLOMOUCI (UP-IMTM)**

Signature

Name: xxx

Title: Rector

Date

**5. MASARYKOVA UNIVERZITA (MU)**

Signature

Name: xxx

Title: Head of Research Office

Date

**6. DANMARKS TEKNISKE UNIVERSITET - TECHNICAL UNIVERSITY OF DENMARK (DTU)**

Signature

Name: xxx

Title: Head of Department

Date

**7. FUNDACION CENTRO DE EXCELENCIA EN INVESTIGACION DE MEDICAMENTOS INNOVADORES EN ANDALUCIA (MEDINA)**

Signature

Name: xxx

Title: Scientific Director

Date

**8. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS M.P. (CSIC)**

Signature

Name: xxx

Title: Vice-President for International Affairs, acting in accordance with the authority delegated by the CSIC presidency in the decision of 5 December 2023 (Official Spanish Gazette [BOE] 18 December 2023).

Date

**9. FUNDACION DE LA COMUNIDAD VALENCIANA CENTRO DE INVESTIGACION PRINCIPE FELIPE (CIPF)**

Signature

Name: xxx

Title: Director

Date

**10. UNIVERSIDAD DE SANTIAGO DE COMPOSTELA (USC)**

Signature

Name: xxx

Title: Vice-chancellor for Scientific Policy

Date as shown in the digital signature

**11. HELSINGIN YLIOPISTO (UH)**

Signatures

Names: xxx xxx

Titles: Director, FIMM, HiLIFE Principal Investigator, Head of Unit, FIMM, HiLIFE

Date

**12. INSTITUTO DE INVESTIGACAO E INOVACAO EM SAUDE DA UNIVERSIDADE DO PORTO (i3S)**

Signatures

Names: xxx xxx

Titles: Director Vice-director

Date

**13. FACULDADE DE FARMÁCIA DA UNIVERSIDADE DE LISBOA (FFUL)**

Signature

Name: xxx

Title: Dean of Faculdade de Farmácia da Universidade de Lisboa

Date

**14. KAROLINSKA INSTITUTET (KI)**

Signature(s)

Date: Stamp of the organization:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name xxx

Title Head of Research Support Office, KI

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name xxx

Title Head of Department of Medical Biochemistry and Biophysics (MBB), KI

I acknowledge that I have read and agree to be bound by the above terms and conditions, and I undertake to ensure that all personnel working in the Project will be aware of and accept all terms and conditions of this agreement.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name xxx

Title Principal Investigator

Department of Medical Biochemistry and Biophysics (MBB), KI

**15. TURUN YLIOPISTO (UTU)**

Signature

Name: xxx

Title: Vice rector

Date

**16. LATVIJAS ORGANISKAS SINTEZES INSTITUTS (LIOS)**

Signature

Name: xxx

Title: Director

Date

**17. UNIVERSITETET I OSLO (UiO)**

Signature

Name: xxx

Title: Section manager, Department of Research and Innovation administration

Date

**18. INSTYTUT BIOCHEMII I BIOFIZYKI POLSKIEJ AKADEMII NAUK (IBB PAN)**

Signature

Name: xxx

Title: Director of the Institute

Date

**19. INSTYTUT BIOLOGII MEDYCZNEJ POLSKIEJ AKADEMII NAUK (IBM PAN)**

Signature

Name: xxx

Title: Director of the Institute

Date

**20. INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK (ICHB PAN)**

Signature

Name: xxx

Title: Director of the Institute

Date

**21. UNIVERSIDADE DE COIMBRA (UC)**

Signature

Name: xxx

Title: Rector

Date

**22. FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer)**

Signatures

Names: xxx xxx

Titles: Legal Counsel Head of Team Legal Affairs, Department Public and EU Projects

Date

**23. UNIVERSIDADE DO PORTO - Faculty of Sciences (U.PORTO)**

Signature

Name: xxx

Title: Dean of the Faculty of Sciences of the University of Porto

Date

**24. UNIVERSITETET I BERGEN (UiB)**

Signatures

Names: xxx xxx

Titles: Head of Contracts Head of Department of Biomedicine

Date:

**25. HELMHOLTZ-ZENTRUM FUR INFEKTIONSFORSCHUNG GMBH (HZI)**

Signatures

Names xxx xxx

Titles Scientific Director Head of Legal Department

Date

Attachment 1: Background included

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

**Party 1**

As to **EUROPEAN INFRASTRUCTURE OF OPEN SCREENING PLATFORMS FOR CHEMICAL BIOLOGY EUROPEAN RESEARCH INFRASTUCTURE CONSORTIUM (EU-OPENSCREEN ERIC) (EU-OS)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **EUROPEAN INFRASTRUCTURE OF OPEN SCREENING PLATFORMS FOR CHEMICAL BIOLOGY EUROPEAN RESEARCH INFRASTUCTURE CONSORTIUM (EU-OPENSCREEN ERIC) (EU-OS)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 2**

As to **FORSCHUNGSVERBUND BERLIN EV, Leibniz-Forschungsinstitut für Molekulare Pharmakologie (FVB-FMP)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **FORSCHUNGSVERBUND BERLIN EV, Leibniz-Forschungsinstitut für Molekulare Pharmakologie (FVB-FMP)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 3**

As to **USTAV MOLEKULARNI GENETIKY AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUCE (IMG)**, it is agreed between the Parties that, to the best of their knowledge, 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.

**PARTY 4**

As to **UNIVERZITA PALACKEHO V OLOMOUCI (UP-IMTM)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIVERZITA PALACKEHO V OLOMOUCI (UP-IMTM)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 5**

As to **MASARYKOVA UNIVERZITA (MU)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **MASARYKOVA UNIVERZITA (MU)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 6**

As to **DANMARKS TEKNISKE UNIVERSITET - TECHNICAL UNIVERSITY OF DENMARK (DTU)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **DANMARKS TEKNISKE UNIVERSITET - TECHNICAL UNIVERSITY OF DENMARK (DTU)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 7**

As to **FUNDACION CENTRO DE EXCELENCIA EN INVESTIGACION DE MEDICAMENTOS INNOVADORES EN ANDALUCIA (MEDINA)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **FUNDACION CENTRO DE EXCELENCIA EN INVESTIGACION DE MEDICAMENTOS INNOVADORES EN ANDALUCIA (MEDINA)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 8**

As to **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS (CSIC)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS (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.

**PARTY 9**

As to **FUNDACION DE LA COMUNIDAD VALENCIANA CENTRO DE INVESTIGACION PRINCIPE FELIPE (CIPF)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **FUNDACION DE LA COMUNIDAD VALENCIANA CENTRO DE INVESTIGACION PRINCIPE FELIPE (CIPF)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 10**

As to **UNIVERSIDAD DE SANTIAGO DE COMPOSTELA (USC)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIVERSIDAD DE SANTIAGO DE COMPOSTELA (USC)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 11**

As to **HELSINGIN YLIOPISTO (UH)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **HELSINGIN YLIOPISTO (UH)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 12**

As to **INSTITUTO DE INVESTIGACAO E INOVACAO EM SAUDE DA UNIVERSIDADE DO PORTO (i3S)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **INSTITUTO DE INVESTIGACAO E INOVACAO EM SAUDE DA UNIVERSIDADE DO PORTO (i3S)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 13**

As to **FACULDADE DE FARMÁCIA DA UNIVERSIDADE DE LISBOA (FFUL)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **FACULDADE DE FARMÁCIA DA UNIVERSIDADE DE LISBOA (FFUL)** 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”).

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**PARTY 14**

As to **KAROLINSKA INSTITUTET (KI)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **KAROLINSKA INSTITUTET (KI)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 15**

As to **TURUN YLIOPISTO (UTU)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **TURUN YLIOPISTO (UTU)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 16**

As to **LATVIJAS ORGANISKAS SINTEZES INSTITUTS (LIOS)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **LATVIJAS ORGANISKAS SINTEZES INSTITUTS (LIOS)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 17**

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

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

**PARTY 18**

As to **INSTYTUT BIOCHEMII I BIOFIZYKI POLSKIEJ AKADEMII NAUK (IBB PAN)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **INSTYTUT BIOCHEMII I BIOFIZYKI POLSKIEJ AKADEMII NAUK (IBB PAN)** 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”).

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**PARTY 19**

As to **INSTYTUT BIOLOGII MEDYCZNEJ POLSKIEJ AKADEMII NAUK (IBM PAN),** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **INSTYTUT BIOLOGII MEDYCZNEJ POLSKIEJ AKADEMII NAUK (IBM PAN)** 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”).

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**PARTY 20**

As to **INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK (ICHB PAN)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK (ICHB PAN)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 21**

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

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

**PARTY 22**

As to **FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 23**

As to **UNIVERSIDADE DO PORTO (U.PORTO)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIVERSIDADE DO PORTO – Faculty of Sciences (U.PORTO) (U.PORTO),** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

**PARTY 24**

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

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

**PARTY 25**

As to **HELMHOLTZ-ZENTRUM FUR INFEKTIONSFORSCHUNG GMBH (HZI)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **HELMHOLTZ-ZENTRUM FUR INFEKTIONSFORSCHUNG GMBH (HZI)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Attachment 2: Accession document

ACCESSION

**of a new Party to**

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: NDA for external Scientific Advisory Board agreed under Section 6

**1. Description of the work as a member of the external Scientific Advisory Board (SAB)**

The external Expert Advisory Board (SAB) consists of independent and internationally recognised scientists and/or experts acting on their personal title. The SAB members are appointed for the duration of the IMPULSE project. For transparency reasons, the names of all members of the SAB will be disclosed on the IMPULSE website.

The SAB advises, in consultation with the EU-OPENSCREEN Director General, the General Assembly of IMPULSE on all matters, including ethical questions, requested by the General Assembly of IMPULSE, including:

1. Scientific excellence and impact of IMPULSE;
2. Any relevant technological, managerial and/or scientific developments and their potential integration into EU-OPENSCREEN ERIC;
3. Dissemination of results;
4. Any relevant ethical questions.

The work of the SAB requires the members of the SAB to:

1. Meet in person or remotely once per year, if deemed necessary;
2. Formulate a report with comments and recommendations on the topics requested by the General Assembly of IMPULSE and to
3. Submit it to the EU-OPENSCREEN ERIC coordinator of the IMPULSE project

The SAB members shall apply the best of his/her abilities, professional skills, knowledge and ethics.

**2. Conflict of interest**

**2.1 Identification criteria for a Conflict of Interest**

Any actual or apparent conflict of interest, bias or favoritism that may affect or appear to affect the integrity of your advisory role is deemed a Conflict of Interest. Any type of circumstances fitting into the definition above is considered a Conflict of Interest. As a rule, the situations on the following, non-exhaustive list automatically qualify as a Conflict of Interest:

1. Family relationship up to 2nd degree, marriage, life partnership, domestic partnership with any person representing an employee of EU-OPENSCREEN ERIC or any EU-OPENSCREEN partner site;
2. Personal financial interest in EU-OPENSCREEN ERIC, an IMPULSE beneficiary or any EU-OPENSCREEN partner site or financial interest by persons listed under 1;
3. Direct personal or institutional interest in or benefit from EU-OPENSCREEN ERIC, the IMPULSE project or any EU-OPENSCREEN partner site;
4. Co-authoring publications in the past three years with EU-OPENSCREEN ERIC employees;
5. Affiliation or pending transfer to EU-OPENSCREEN ERIC, IMPULSE beneficiary or any EU-OPENSCREEN partner site;
6. Being a former employee of EU-OPENSCREEN ERIC;
7. Being involved in a contract or a research collaboration with EU-OPENSCREEN ERIC, IMPULSE beneficiary or any EU-OPENSCREEN partner site;
8. Being in any other situation that could cast doubt on your ability to advise EU-OPENSCREEN ERIC impartially.

**2.2 Obligations related to Conflicts of Interest**

As Conflicts of Interest relate to your personal circumstances, it is your personal responsibility to alert EU-OPENSCREEN ERIC as the coordinator of the IMPULSE project immediately in writing (IMPULSE@eu-openscreen.eu) of any potential Conflict of Interest in connection with your role as a member of the SAB and if any new situations or actions develop that might be regarded as a potential Conflict of Interest. Before advising the General Assembly of the IMPULSE project, and, in case of any change of circumstances during the advisory process, you shall:

1. Evaluate whether there is any Conflict of Interest based on the criteria established under 1.1; and, if so,
2. Inform the EU-OPENSCREEN ERIC as the coordinator of the IMPULSE project immediately in writing (IMPULSE@eu-openscreen.eu), and
3. Refrain from advising,
4. Not delegate another person to carry out the work or be replaced by any other person without the prior written agreement of EU-OPENSCREEN ERIC as the coordinator of the IMPULSE project.

**2.3 Additional information**

When you notify EU-OPENSCREEN ERIC as the coordinator of the IMPULSE project of the existence of a Conflict of Interest, EU-OPENSCREEN ERIC will contact another person to act as a member of the SAB, unless EU-OPENSCREEN ERIC considers that the alleged circumstances do not qualify as a Conflict of Interest. No exceptions shall be made in case of concurrence of one or more of the above-mentioned criteria.

EU-OPENSCREEN ERIC as the coordinator of the IMPULSE project and IMPULSE beneficiaries may independently determine whether a particular situation involves a Conflict of Interest.

**3. Non-disclosure**

**3.1 Identification of Confidential Information**

The Confidential Information can be described as technical, scientific and commercial information including, but not limited to: any communications and presentations, documents, electronic files, patentable ideas, inventions, processes, descriptions, procedures, formulas, improvements, technologies, methods, drawings and/ or illustrations, sketches and/ or designs, materials, trade secrets, research and development production, current and future plans and models, samples or prototypes, disclosed orally, pictorially, in writing, by demonstration, by viewing, on machine readable form or other means including without limitation on electromagnetic, CD media or via telephone, which is or are not publicly known, that is or are disclosed by EU-OPENSCREEN ERIC, IMPULSE beneficiaries or EU-OPENSCREEN partner sites.

This applies regardless of whether such information is designated as Confidential Information at the time of its disclosure.

The provisions of above shall not apply to any information which:

1. At the time of receipt, is in the public domain;
2. After receipt becomes part of the public domain by publication or otherwise by lawful and proper means;
3. Was in your possession prior to receipt from EU-OPENSCREEN ERIC, and was acquired with free rights of disposal directly or indirectly from a source wholly independent of EU-OPENSCREEN ERIC, IMPULSE beneficiaries or EU-OPENSCREEN partner sites;
4. Can be established by competent proof was independently developed by colleagues of the Reviewer who had no knowledge of the information disclosed hereunder.

**3.2 Obligations related to Confidentiality**

Confidential Information shall be used solely for the purpose for which it was communicated, that is, to advise the General Assembly of the IMPULSE project.

Confidential Information is not to be disclosed, during your activity as a member of the SAB and five years after the date of this agreement, to any third party (including, but not limited to, colleagues and students), and not to be made publicly available or accessible in any way.

Upon completion of your role as a member of the SAB and in the absence of any further written agreement with EU-OPENSCREEN ERIC as coordinator of the IMPULSE project, information or any other materials, which is in tangible form, shall be promptly destroyed or returned to EU-OPENSCREEN ERIC as the coordinator of the IMPULSE project, except for one copy, which may be retained in legal files for the sole purpose of determining continuing legal obligations hereunder. Such return shall not affect the obligation to keep information confidential.

**4. Protection of Personal Data**

As a member of the SAB, you will have access to personal data, and EU-OPENSCREEN ERIC as the coordinator of IMPULSE and all IMPULSE beneficiaries have a legal obligation under the GDPR to ensure the protection and security of such personal data. You shall use personal data you receive solely for the performance of the work with EU-OPENSCREEN ERIC as coordinator of the IMPULSE project. You shall comply with applicable data protection laws and hereby agree to the [EU-OPENSCREEN Data Protection Policy](https://www.eu-openscreen.eu/index.php?id=71) which can be obtained from the EU-OPENSCREEN website ([www.eu-openscreen.eu](http://www.eu-openscreen.eu/)), or can be made accessible to you upon your request.

**5. Declarations**

By signing below, I hereby declare that I have read and fully understood this document and will comply and accept the above-set terms and conditions. In particular, I agree that I will have access to Confidential Information and therefore I will comply with my obligations concerning Conflicts of Interest and Confidentiality. I accept that I will be held personally responsible for it.

|  |  |
| --- | --- |
| Signature  |   |
| Name, Surname  |    |
| Date  |    |
| Place  |    |

Please return the signed declaration form

* Electronically to:          xxx
* OR by official mail to:   EU-OPENSCREEN ERIC

 Campus Berlin Buch,

 Building 87, Room 1.06/1.07 (1st floor)

 Robert-Rössle-Str. 10

 13125 Berlin, Germany