

Consortium Agreement



Towards reliable and safe GFR
(TREASURE)

Version 1.0

(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 1st October 2024, hereinafter referred to as the Effective Date

BETWEEN:

VUJE, a. s. (VUJE), established in Okružná 5, 918 64 Trnava, Slovak Republic, VAT number: SK2020392539, represented for the purposes of signing this Agreement by Dr. Matej Korec and Mr. Andrej Žiarovský, or his/her authorized representative(s),

ÚJV ŘEŽ, a. s. (UJV), established in Hlavní 130, Husinec – Řež 250 68, Czech Republic, VAT number: CZ46356088, represented for the purposes of signing this Agreement by Mr. Daniel Jiříčka, Chairman of the Board of Directors, and Mr. Tomáš Novotný, Member of the Board of Directors

ENERGIATUDOMÁNYI KUTATÓKÖZPONT (HUN-REN EK), established in 1121 Budapest, Konkoly Thege M. út 29-33, VAT number: HU15327040, represented for the purposes of signing this Agreement by Dr. Ákos Horváth director general,

NARODOWE CENTRUM BADAN JADROWYCH (NCBJ), established in Andrzeja Soltana 7, 05-400 Otwock, VAT number: PL5320100125, represented for the purposes of signing this Agreement by dr Marcin Kardas, Deputy Director for Innovation and Commercialisation.

THE COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA), a public research entity having a scientific, technical and industrial nature, duly organised under the laws of France, Having its place of business at Bâtiment Le Ponant D, 25 rue Leblanc, 75015 Paris (France), Registered with the Company Registry of Paris under the number 775 685 019, Duly represented by Monsieur Stéphane Sarrade in his capacity as Director of Programs Division for Energy

CENTRUM VÝZKUMU ŘEŽ S.R.O. (CVR), established in Hlavní 130, Husinec – Řež 25068, Czech Republic, Identification Number: 26722445, registered in the Commercial Register administered by the Municipal Court in Prague under folio C 89598, represented for the purposes of signing this Agreement by Milan Patrik and Ján Milčák or their authorised representatives,

KARLSRUHER INSTITUT FÜR TECHNOLOGIE (KIT), Institute for Neutron Physics and Reactor Technology (INR) established in Kaiserstrasse 12, Karlsruhe, 761 31, Germany, VAT number: DE266749428, represented for the purposes of signing this Agreement by Sarah Annamaier and Felix Boehringer or their authorized representative(s),

FRAMATOME, established in 1 Place Jean Miller Tour Areva, Courbevoise, 924 00, France, VAT number 379 041 395 00185, represented for the purposes of signing this Agreement by Alain Frichet, Framatome Fuel Business Unit, Product & Technologies Vice President.

ČESKÉ VYSOKÉ UČENÍ TECHNICKÉ V PRAZE (CVUT), established in Jugoslávských partyzánů 1580/3, 160 00 Praha 6, Czech Republic, VAT number: CZ68407700 represented for the purposes of signing this Agreement by doc. RNDr. Vojtěch Petráček, CSc., rector,

EVALION s.r.o. (EVALION), established in Na Beránce 57/2, 160 00 Prague 6, Czech Republic, VAT number: CZ28627601, represented by Jakub Heller, Head Executive, or his authorized representative

NATIONAL SCIENCE CENTER KHARKOV – INSTITUTE OF PHYSICS AND TECHNOLOGY (NSC KIPT), established in Academichna 1, Kharkiv, 61108, Ukraine, VAT number: UA143122220319, represented for the purposes of signing this Agreement by Mykola Azarenkov,

BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM (BME), established in Műegyetem rakpart 3, 1111 Budapest, Hungary, VAT number: HU15308799,

SLOVENSKÁ TECHNICKÁ UNIVERZITA V BRATISLAVE (STUBA), established in Vazovova 5, 812 43 Bratislava 1, Slovakia, VAT number: SK2020845255, represented for the purposes of signing this Agreement by Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík, Rector of University.

ZÁPADOČESKÁ UNIVERZITA V PLZNI (UWB), established in Univerzitní 8, Plzeň, 301 00, Czech Republic, VAT number: :CZ49777513, represented for the purposes of signing this Agreement by prof. RNDr. Miroslav Lávička, Ph.D., or his/her authorized representative(s),

STÁTNÍ ÚŘAD PRO JADERNOU BEZPEČNOST (SUJB), established in Senovážné náměstí 9, Praha 1, 110 00, Czech Republic, represented for the purposes of signing this Agreement by Dana Drábová, Chairperson, or her authorized representative,

HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV (HZDR), established in Bautzner Landstrasse 400, Dresden, 013 28, Germany, VAT number: : DE 140213784, represented for the purposes of signing this Agreement by Prof. Dr. Sebastian M. Schmidt and Dr. Diana Stiller or their authorized representatives,

hereinafter, jointly or individually, referred to as "Beneficiary" or "Beneficiaries"

and

THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE (UCAM), established in The Old Schools, Trinity Lane, Cambridge, CB2 1TN, United Kingdom,

THE UNIVERSITY OF SHEFFIELD (USFD), established in Firth Court Western Bank, Sheffield S10 2TN, United Kingdom,

hereinafter referred to as "Associated Partners" or "Associated Partner",

altogether hereinafter, jointly or individually, referred to as the "Parties" or a "Party"

relating to the Action entitled

"Towards reliable and safe GFR"

in short

"TREASURE"

hereinafter referred to as "Project"

WHEREAS:

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

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

The Beneficiaries are receiving support from the Granting Authority for the Project as detailed in the Grant Agreement. The Associated Partners acknowledge that they have received a copy of the Grant Agreement under separate cover.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Consortium Body”

Consortium Body means any management body described in Section 6.1 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.

“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.

“Fair and Reasonable conditions”

Fair and Reasonable conditions means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the Exploitation envisaged.

With respect to Parties not established for the purpose of directly carrying on an industrial or commercial activity (for instance public bodies), considering their specific positioning, “Fair and Reasonable conditions” necessarily means a financial compensation in case of direct or indirect industrial or commercial exploitation.

“Granting Authority”

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

“Partner Interim Report”

Partner Interim 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.

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary's participation in the Grant Agreement is terminated, or
- an Associated Partner's grant agreement with their national funder providing the funding for the respective Associated Partner's participation in the Project is not signed or terminated, or
- The Granting Authority terminates the participation of a country in which a Party is established in Horizon Europe.

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.

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

Each Party shall promptly provide all information reasonably required by a Consortium Body, the Coordinator or by a Work Package Leader to carry out its tasks, if the party is not hindered by national law, 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.

The Associated Partner agrees to comply with the obligations detailed in Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) of the Grant Agreement together with all other Articles of the Grant Agreement mentioned within this Consortium Agreement that apply directly to an Associated Partner. In addition, the Associated Partner permits the Granting Authority (and any independent outside experts appointed by it), the European Commission, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA) to exercise their rights under Article 25 of the Grant Agreement towards itself.

4.2 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.

4.3 Involvement of third parties

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

4.4 Specific responsibilities regarding data protection

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

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

The relevant data protection regulations shall be complied with by the Parties, in particular those of Regulation [EU] 2016/679 (General Data Protection Regulation, GDPR) and the federal and state data protection laws in their up-to-date versions.

The Party collecting the respective personal data is the controller pursuant to Article 4 no. 7 GDPR, unless the processing of personal data is carried out as processing on behalf pursuant to Article 28 GDPR. In the case of processing on behalf, a data processing agreement must be concluded in accordance with Article 28 para. 3, 9 GDPR.

If the Parties jointly determine the purposes and means of processing, they are joint controllers pursuant to Article 26 GDPR. In these cases, an agreement must be concluded between the partners in accordance with Article 26 para. 1, 2 GDPR.

4.5 Specific responsibilities regarding reporting and implementation

4.5.1 Partner Interim Reports

The Parties commit to continuously provide information on the progress of the implementation of the work packages. In particular, they shall issue a Partner Interim Report to the Coordinator and Work Package Leaders upon request. The Partner Interim 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 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 Associated Partners

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

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

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

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation arising of the Grant Agreement insofar as the terms of the Grant Agreement relates to the Associated Partner's involvement in the Project..

Subject to the cap contained in clause 5.2, in case of being declared a Defaulting Party, an Associated Partner bears any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the other Parties for claims limited to direct claims of Parties whose outputs are directly dependent on the outputs of the Associated Partner caused by this Associated Partner's negligent performance during Grant Agreement preparation, Project implementation and after Project end. Regarding such claims of the consortium the Associated Partner's liability is subject to the cap on liability contained in clause 5.2.

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

5 Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

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

5.2 Limitations of contractual liability

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

A Beneficiary's aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and in the case of Associated Partner, the amount of funding which they are receiving from their national funder:

For UCAM 290.803,75€

For USFD 224.250,00€

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

5.5 Export control

5.5.1. 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 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

Each Party agrees to be solely responsible and liable for complying with applicable export control law with regard to any sublicensing to any of its entity under the same control.

5.5.2 SPECIFIC PROVISIONS FOR RUSSIA

“(1) The Parties shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. 3

<https://EUsanctions.integrityline.com>

(2) The Parties shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Parties shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement.

(5) The Parties shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.”

5.6 Insurance

Each Party shall comply with the foregoing requirements by providing financial protection through governmental indemnities or private insurance, or any other appropriate financial protection in amounts sufficient to meet its obligations under this section.

5.7 Waiver

All the Parties waive any rights of claim against the others in case any national authorities should decide not to authorize any disclosure or right to grant access or refuse any authorization or license to export elements to be provided by one or several Parties and which are necessary for the Project.

5.8 Injury to the personnel of a Party

Each Party is responsible for the insurance coverage of its own employees in accordance with applicable national legal requirements for occupational injuries and diseases. As a consequence, each Party must fulfil the required formalities and sustain all the costs, if any, involved in the insurance policies underwritten to cover its own employees against these risks.

Each Party shall promptly inform the other Party of any incident or injury to the employees of such other Party occurring within its premises or installations or those which are known to it in the course of any work by the employees of such other Party received by it in order to allow such other Party to proceed to the formalities required by law within the prescribed time.

6 Governance structure

6.1 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 Associated Partner(s) is/are excluded from voting and vetoing on following decisions of the General Assembly:

- Financial changes to the Consortium Plan
- Distribution of EU-contribution among the Beneficiaries
- Proposals for Changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7 of this Consortium Agreement.

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

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

Any Member:

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

and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
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 two times a year	At any time upon request of any Member of the Executive Board

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
General Assembly	30 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

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

General Assembly	15 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days

6.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days

6.2.2.5

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

6.2.2.6

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

6.2.2.7

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

6.2.2.8***Decisions without a meeting***

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by two-thirds (2/3) of all Parties.

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

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

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

6.2.3 Voting rules and quorum

6.2.3.1

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

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

6.2.3.2

Each Member of the General Assembly present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the General Assembly according to Section 6.1.

6.2.3.3

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

6.2.3.4

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

6.2.4 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

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

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

6.2.4.4

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

6.2.4.5

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

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body 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.

6.2.5.2

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

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 *Members of the General Assembly*

6.3.1.1.1

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

6.3.1.1.2

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.

6.3.1.1.3

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

6.3.1.1.4

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.

6.3.1.2 *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
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

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

Breach, defaulting party status and litigation

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

Appointments

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

- Executive Board Members
- Regulators Advisory Board (RAB)

6.3.2 Executive Board

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

6.3.2.1 *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.

6.3.2.2 *Minutes of meetings*

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

6.3.2.3 *Tasks*

6.3.2.3.1

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

6.3.2.3.2

The Executive Board shall seek a consensus among the Parties.

6.3.2.3.3

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

6.3.2.3.4

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

6.3.2.3.5

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.

6.3.2.3.6

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.

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

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

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

6.4.3

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

6.4.4

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

6.4.5

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

6.5 Regulators Advisory Board (RAB)

A Regulators Advisory Board (RAB) will be appointed and steered by the Executive Board. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties (every Party individually shall become a contracting party of the NDA) and each RAB member.

By way of exception to Section 6.4.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, such a non-disclosure agreement (hereafter “NDA”) with each member of the RAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the RAB. The NDA for the RAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each RAB member.

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 RAB meetings and submit them to the General Assembly. The RAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

7 Financial provisions

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

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Excess payments

A Beneficiary has received excess payment

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

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

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

breaching Beneficiary. The affected Beneficiaries are free to take legal action to recover their damages regardless of the GA's decision.

7.1.5 Revenue

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

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

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

In addition, a Beneficiary declared to be 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 Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

7.2.2 Payment mode

The transfer of the initial prefinancing and interim payments to Beneficiaries will be handled in accordance with Article 22 and Article 7 of the Grant Agreement without undue delay but not later than 30 days after receipt of the payment by the Coordinator following this payment schedule:

- a) One payment equal to the pre-financing payment in the total amount of 2 133 110,27 EUR minus 5% corresponding to the Mutual Insurance Mechanism amount, divided among the Beneficiaries as follows:

Party	Pre-financing payment total (EUR)	Mutual Insurance Mechanism (EUR)	Initial payments to Parties (EUR)
VUJE	279 822,50	13 991,13	265 831,38
UJV	218 506,34	10 925,32	207 581,02
HUN-REN EK	236 151,90	11 807,59	224 344,30
NCBJ	174 122,44	8 706,12	165 416,32
CEA	81 129,93	4 056,50	77 073,43
CVR	282 832,31	14 141,62	268 690,70
KIT	94 527,42	4 726,37	89 801,05
FRAMATOME	122 464,34	6 123,22	116 341,12
CTU	151 190,55	7 559,53	143 631,02
EVALION	118 925,90	5 946,29	112 979,60
NSC KIPT	46 497,09	2 324,85	44 172,24
BME	101 260,33	5 063,02	96 197,32
STUBA	71 628,85	3 581,44	68 047,41
UWB	96 387,31	4 819,37	91 567,94
SUJB	22 931,90	1 146,59	21 785,30
HZDR	34 731,16	1 736,56	32 994,60
TOTAL	2 133 110,27	106 655,51	2 026 454,76

- b) Two interim payments, on the basis of the requests for interim payments accepted by the European Commission. The requests for interim payments will be submitted to the European Commission after the end of the reporting periods, i.e. after month 18 and month 36 from the project start date as defined in the Grant Agreement. The amount due as interim payment will be calculated by the European Commission according to Grant Agreement Article 22.3.
- c) One payment of the balance, on the basis of the request for payment of the balance accepted by the European Commission. The request for payment of the balance will be submitted to the European Commission after the end of the Project as defined in the Grant Agreement. The amount due as balance payment will be calculated by the European Commission according to Grant Agreement Article 22.3.

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

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

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

Unless otherwise agreed:

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

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

8.3 Transfer of Results

8.3.1

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

8.3.2

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

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

8.3.4

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

The Parties however agree, to give the notice as soon as possible.

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

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

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

8.4.2.3

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

8.4.2.4

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

In the case of publications with deadlines, the involved Parties will attempt to solve the issue in an amicable fashion.

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

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

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights. Continuous research efforts concerning possible third parties rights are not expected, meaning that a Party is not obliged to actively conduct patent searches.

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7

The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions subject to a separate written agreement between the Parties concerned.

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

9.5 Access Rights for entities under the same control

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

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

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

Access Rights may be refused to entities under the same control if such granting or sublicensing is contrary to the legitimate interests of the Party which owns the Background or the Results. In particular, each Party is allowed to refuse such Access Rights if foreign trade law or policy requirements prevent it.

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Non-disclosure of information

10.1

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

10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party 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.

10.3

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

10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5

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

10.6

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

10.7

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

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

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

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

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

Written notice:

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

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

12 Signatures

AS WITNESS:

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

VUJE, a. s.

Name: Dr. Matej Korec

Title: Member of the Board of Directors

Date:

Signature:

Name: Mr. Andrej Žiarovský

Title: Member of the Board of Directors

Date:

Signature:

ÚJV ŘEŽ, a. s.

Name: Ing. Daniel Jiříčka

Ing. Tomáš Novotný

Title: Chairman of the Board of Directors

Member of the Board of Directors

Date:

Signature:

ENERGIATUDOMÁNYI KUTATÓKÖZPONT

Name: Dr. Ákos Horváth

Title: Director-General

Date:

Signature:

NARODOWE CENTRUM BADAN JADROWYCH

Name: dr Marcin Kardas

Title: Deputy Director for Innovation and Commercialisation

Date:

Signature:

COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES

Name: Stéphane Sarrade

Title: Director of Programs Division for Energy

Date:

Signature:

CENTRUM VÝZKUMU ŘEZ S.R.O.

Name: Milan Patřík

Title: Executive director

Date:

Signature:

Name: Ján Milčák

Title: Executive director

Date:

Signature:

KARLSRUHER INSTITUT FÜR TECHNOLOGIE

Name: i.A. Sarah Annamaier

Title: Legal Affairs

Date:

Signature:

Name: i.A. Felix Boehringer

Title: Legal Affairs

Date:

Signature:

FRAMATOME

Name: Alain Frichet

Title: Framatome Fuel Business Unit, Product & Technologies Vice President

Date:

Signature:

ČESKÉ VYSOKÉ UČENÍ TECHNICKÉ V PRAZE

Name: doc. RNDr. Vojtěch Petráček CSc.

Title: Rector

Date:

Signature:

EVALION s.r.o.

Name: Jakub Heller

Title: Director

Date:

Signature:

NATIONAL SCIENCE CENTER KHARKOV – INSTITUTE OF PHYSICS AND TECHNOLOGY

Name: Mykola AZARIENKOV

Title: Acting Director General

Date:

Signature:

BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM

Name:

Title:

Date:

Signature:

SLOVENSKÁ TECHNICKÁ UNIVERZITA V BRATISLAVE

Name: Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík

Title: Rector of University

Date:

Signature:

ZÁPADOČESKÁ UNIVERZITA V PLZNI

Name: prof. RNDr. Miroslav Lávička, Ph.D.

Title: Rector

Date:

Signature:

STÁTNÍ ÚŘAD PRO JADERNOU BEZPEČNOST

Name: Ing. Dana Drábová, Ph.D.

Title: Chairperson

Date:

Signature:

Helmholtz-Zentrum Dresden-Rossendorf e. V.

Signatures

i.V. Dr. Barbara Schramm

Head of Department Research Programs

& International Projects

i.V. Dr. Carola Franzen

EU Liaison Officer

THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE

Name:

Title:

Date:

Signature:

THE UNIVERSITY OF SHEFFIELD

Name: Deborah Lodge

Title: Director of Research, Partnerships and Innovation

Date:

Signature:

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.

As to **VUJE, a. s.**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Update of the ALLEGRO safety design options, as described in [1].		Background may not be used for exploitation of results without prior written consent of the owner.
Optimized emergency coolant injection system, as described in [2].		Background may not be used for exploitation of results without prior written consent of the owner.
Instrumentation assessment, as described in [3].		Background may not be used for exploitation of results without prior written consent of the owner.
Diversified ways of passive reactor shutdown, as described in [4].		Background may not be used for exploitation of results without prior written consent of the owner.
Options for preconditioning of the DHR loops, as described in [5].		Background may not be used for exploitation of results without prior written consent of the owner.
Results of the thermal-hydraulics benchmark, as described in [6].		Background may not be used for exploitation of results without prior written consent of the owner.
ALLEGRO Design Database, as described in [7].		Background may not be used for exploitation of results without prior written consent of the owner.

Update of the ALLEGRO reference design, as described in [8].		Background may not be used for exploitation of results without prior written consent of the owner.
Description of the experimental program, interpretation and database of experimental results, as described in [9].		Background may not be used for exploitation of results without prior written consent of the owner.

[1] B. Kvizda et al.: Update of the ALLEGRO safety design options, Deliverable D4.4, SafeG Project, VUJE, a. s., 2024

[2] B. Kvizda et al.: Optimized emergency coolant injection system, Deliverable D3.1, SafeG Project, VUJE, a. s., 2023

[3] M. Hrehuš et al.: Instrumentation assessment, Deliverable D3.7, SafeG Project, VUJE, a. s., 2024, Deliverable D3.1, SafeG Project, VUJE, a. s., 2023

[4] P. Dařílek et al.: Diversified ways of passive reactor shutdown, Deliverable D1.4, SafeG Project, VUJE, a. s., 2022

[5] B. Kvizda et al.: Options for preconditioning of the DHR loops, Deliverable D3.6, SafeG Project, VUJE, a. s., 2023

[6] B. Kvizda et al.: Results of the thermal-hydraulics benchmark, Deliverable D5.4, SafeG Project, VUJE, a. s., 2024

[7] P. Vácha et al.: ALLEGRO Design Database, SafeG Project, 2021

[8] P. Vácha et al.: Update of the ALLEGRO reference design, Deliverable D4.3, SafeG Project, 2024

[9] T. Melichar et al.: Description of the experimental program, interpretation and database of experimental results, Deliverable D3.3, SafeG Project, 2024

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

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

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

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
The KIKO3DMG software developed for the transient analyses of the ALLEGRO cores [1]		Background may not be used for exploitation of results without prior written consent of the owner.

[1] István Pataki, Bálint Batki, András Keresztúri, István Panka, Extension and application of the KIKO3DMG nodal code for fast reactor core analyses, Annals of Nuclear Energy, Volume 140, 1 June 2020, 107295

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

As to **NARODOWE CENTRUM BADAN JADROWYCH**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of **NARODOWE CENTRUM BADAN JADROWYCH** 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.

As to **THE COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

A/ Software:

1/ CEA software

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
ERANOS V2.3-N	Access rights under a specific license agreement (except if applicable cooperative agreements). Partner(s) concerned: VUJE	No Access Rights except with CEA agreement

2/ Software in co-ownership between CEA, EDF, AREVA NP and IRSN

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
CATHARE2 V2.5	Access rights under a specific license agreement. Partner(s) concerned : VUJE, UJV, EK, NCBJ	No Access rights except with agreement of the co-owners

B/ Gas Fast Reactor Designs and Studies:

1/ CEA background:

If Needed by another Party for implementation of its own tasks for the Project, Access rights on Confidential Information produced by CEA related to ETDR, REDT, GFR2400 and ALLEGRO may be granted by CEA on a case-by-case basis on written request of the Coordinator, the WP leader or such Party. This confidential information will be listed in the Attachment 1 update with associated specific limitations and/or conditions for implementation and for exploitation.

2/ CEA co-owned background

If Needed by another Party for implementation of its own tasks for the Project, Access rights on CEA co-owned Confidential Information (such as deliverables of GCFR, GCFR STREP, GoFastR, ALLIANCE, ESNII+, VINCO Projects) may be granted by CEA on a case-by-case basis on written request of the Coordinator, the WP leader or such Party, and subject to third parties and other Parties (as co-owners of such deliverables) rights. This confidential information will be listed in the Attachment 1 update with associated specific limitations and/or conditions for implementation and for exploitation.

Access Rights may then be granted under a specific agreement between the Parties concerned.

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

As to **CENTRUM VÝZKUMU ŘEZ S.R.O.**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Experimental data collected from the S-Allegro facility, including data collected within previous activities and projects.	Access Rights to Background is only granted to the extent that is needed for the implementation of the Project.	Access Rights to Background is only granted to the extent that is needed for the implementation of the Project. This data may be used, where agreed, to complete requirements and aims foreseen for the SCO2OP-TES project, but not shared or used outside of this without prior permission of CVR.
Database of geometry data, operational parameters and instrumentation of the S-ALLEGRO facility	Access Rights to Background is only granted to the extent that is needed for the implementation of the Project.	Access Rights to Background is only granted to the extent that is needed for the implementation of the Project. This data may be used, where agreed, to complete requirements and aims foreseen for the SCO2OP-TES project, but not shared or used outside of this without prior permission of CVR.
Operational experience with high-temperature helium loops and facilities, encompassing operational procedures and experimental preparation methods. This includes the design of components and the selection of materials for high-temperature helium loops of the CVR, with potential	Access Rights to Background is only granted to the extent that is needed for the implementation of the Project.	Access Rights to Background is only granted to the extent that is needed for the implementation of the Project. This data may be used, where agreed, to complete requirements and aims foreseen for the SCO2OP-TES project, but not shared or used outside of this without prior permission of CVR.

applications in Gas-cooled Fast Reactors (GFR) and High-Temperature Reactors (HTR).		
Optimized design of the coaxial valve and cross-valve as an option for the DHR loop design.	Access Rights to Background is only granted to the extent that is needed for the implementation of the Project.	Access Rights to Background is only granted to the extent that is needed for the implementation of the Project. This data may be used, where agreed, to complete requirements and aims foreseen for the SCO2OP-TES project, but not shared or used outside of this without prior permission of CVR.

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

As to **KARLSRUHER INSTITUT FÜR TECHNOLOGIE**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
SIMMER-Code	Separate Agreement with JAEA	Separate Agreement with JAEA

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

As to **FRAMATOME**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FRAMATOME 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.

As to **ČESKÉ VYSOKÉ UČENÍ TECHNICKÉ V PRAZE**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Design of close-containment (Guard Vessel) for ALLEGRO, as a part of the national R&D project TK01030116 „Conceptual design of safety-important components of helium-cooled fast demonstration reactor ALLEGRO“, and as described in [1], [2].		Background may not be used for exploitation of results without prior written consent of the owner.
Optimization of the new heat exchanger of the decay heat removal system in ALLEGRO, as a part of the national R&D project TK01030116 „Conceptual design of safety-important components of helium-cooled fast demonstration reactor ALLEGRO“, and as described in [3]-[5].		Background may not be used for exploitation of results without prior written consent of the owner.

[1] BÍLÝ, P., et al. Analysis of technically feasible construction variants of large size guard vessel - summary of works in 2023, CTU in Prague, 2019.

[2] HOLAN, J., et al. Feasibility study of a prestressed-concrete containment vessel for a novel GFR nuclear reactor. *Engineering Structures*. 2023, 286 ISSN 1873-7323. DOI 10.1016/j.engstruct.2023.116119

[3] ZÁCHA, P., V. ŽELEZNÝ, and M. KRATOCHVÍL. Milestone M4.2 - Finalization of 3D simulation of heat flux and temperature distribution in the heat exchanger, CTU in Prague, Report no. 12115-JE/2023/02, 2023.

[4] ZÁCHA, P. and M. KRATOCHVÍL. Functional verification of a passive system with increased reliability for residual heat removal in the DHR heat exchanger insulation system of the ALLEGRO reactor - Part 2. CTU in Prague, Report no. 12115-JE/2023/01, 2023.

[5] ZÁCHA, P. and M. KRATOCHVÍL. Functional verification of a passive system with increased reliability for residual heat removal in the DHR heat exchanger insulation system of the ALLEGRO reactor, CTU in Prague, Report no. 12115-JE/2022/04, 2022.

As to **EVALION s.r.o.**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of EVALION s.r.o. 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.

As to **NATIONAL SCIENCE CENTER KHARKOV – INSTITUTE OF PHYSICS AND TECHNOLOGY**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **NATIONAL SCIENCE CENTER KHARKOV – INSTITUTE OF PHYSICS AND TECHNOLOGY** 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.

As to **BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM** 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.

As to **SLOVENSKÁ TECHNICKÁ UNIVERZITA V BRATISLAVE** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **SLOVENSKÁ TECHNICKÁ UNIVERZITA V BRATISLAVE** 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.

As to **ZÁPADOČESKÁ UNIVERZITA V PLZNI** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **ZÁPADOČESKÁ UNIVERZITA V PLZNI** 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.

As to **STÁTNÍ ÚŘAD PRO JADERNOU BEZPEČNOST** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Státní úřad pro jadernou bezpečnost 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.

As to **HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV** 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.

As to **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** 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.

As to **THE UNIVERSITY OF SHEFFIELD** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **THE UNIVERSITY OF SHEFFIELD** 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

TREASURE Consortium Agreement, version [..., YYYY-MM-DD]

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

No third parties identified at the time of signature of this Consortium Agreement.

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

No relevant entities identified at the time of signature of this Consortium Agreement.

Attachment 5: NDA for Regulators Advisory Board

Non-Disclosure Agreement between the Parties of the TREASURE Consortium Agreement and the Regulators Advisory Board concluded between:

- **VUJE, a. s. (VUJE)**, established in Okružná 5, 918 64 Trnava, Slovak Republic, VAT number: SK2020392539,
- **ÚJV ŘEŽ, a. s. (UJV)**, established in Hlavní 130, Husinec – Řež 250 68, Czech Republic, VAT number: CZ46356088,
- **HUN-REN ENERGIATUDOMÁNYI KUTATÓKÖZPONT (HUN-REN EK)**, established in 1121 Budapest, Konkoly Thege M. út 29-33,
- **NARODOWE CENTRUM BADAN JADROWYCH (NCBJ)**, established in Andrzej Soltana 7, 05-400 Otwock,
- **THE COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)**, a public research entity having a scientific, technical and industrial nature, duly organised under the laws of France, Having its place of business at Bâtiment Le Ponant D, 25 rue Leblanc, 75015 Paris (France),
- **CENTRUM VÝZKUMU ŘEZ S.R.O. (CVR)**, established in Husinec – Řež 130, Husinec – Řež 250 68, Czech Republic,
- **KARLSRUHER INSTITUT FÜR TECHNOLOGIE (KIT), Institute for Neutron Physics and Reactor Technology (INR)** established in Kaiserstrasse 12, Karlsruhe, 761 31, Germany,
- **FRAMATOME**, established in 1 Place Jean Miller Tour Areva, Courbevoise, 924 00, France,
- **ČESKÉ VYSOKÉ UČENÍ TECHNICKÉ V PRAZE (CVUT)**, established in Jugoslávských partyzánů 1580/3, 160 00 Praha 6, Czech Republic,
- **EVALION s.r.o. (EVALION)**, established in Na Beránce 57/2, 160 00 Prague 6, Czech Republic,
- **NATIONAL SCIENCE CENTER KHARKOV – INSTITUTE OF PHYSICS AND TECHNOLOGY (NSC KIPT)**, established in Academichna 1, Kharkiv, 611 08, Ukraine,
- **BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM (BME)**, established in Műegyetem rakpart 3, 1111 Budapest, Hungary,
- **SLOVENSKÁ TECHNICKÁ UNIVERZITA V BRATISLAVE (STUBA)**, established in Vazovova 5, 812 43 Bratislava 1,
- **ZÁPADOČESKÁ UNIVERZITA V PLZNI (UWB)**, established in Univerzitní 8, Plzeň, 301 00, Czech Republic,
- **STÁTNÍ ÚŘAD PRO JADERNOU BEZPEČNOST (SUJB)**, established in Senovážné náměstí 9, Praha 1, 110 00, Czech Republic,

- **HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV (HZDR)**, established in Bautzner Landstrasse 400, Dresden, 013 28, Germany,
- **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE (UCAM)**, established in Trinity Lane the Old Schools, Cambridge, CB2 1TN, United Kingdom,
- and
- **THE UNIVERSITY OF SHEFFIELD (USFD)**, established in Firth Court Western Bank, Sheffield S10 2TN, United Kingdom,

Hereinafter referred to as “The Consortium Parties”

Represented by VUJE a.s., Coordinator of TREASURE project

and

Hereinafter referred to as “The Recipient”

Whereas

- a. The Consortium Parties are undertaking a Research and Innovation Action called “Towards reliable and safe GFR”, in short TREASURE within the Horizon Europe Programme of the European Community, hereinafter named the “Project”, under contract with the European Commission hereinafter called “Grant Agreement”.
- b. The Recipient is a well-renowned international expert in the field of the Project, possessing knowledge, experience, and expertises relevant to the aims of the Project.
- c. The Recipient wishes to participate in the Project as a member of the Regulators Advisory Board member.
- d. The Recipient shall be entitled to receive information generated by the Consortium Parties under the Project and to attend (but no vote at) relevant technical meetings of the Consortium Parties.
- e. Any specific work requested by the Consortium Parties to be undertaken by the Recipient will be subject to the terms and conditions hereinafter set out.

Now therefore the Consortium Parties and the Recipient agree as follows:

1. The Recipient shall treat as confidential any type of information, and/or data disclosed and/or made accessible by the Consortium Parties to the Recipient, as well as any information and/or data that the Recipient has access, to, notably during meetings, conferences and/or visits and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Consortium Parties. This information and/or data shall be regarded as Confidential Information, whether they are disclosed orally or in writing, regardless of the medium it takes (including but not limited to paper, magnetic, digital or any other medium) and regardless of its nature, whether technical, financial, commercial, legal or of any other nature. Confidential Information includes, without limitation, any sample, prototype, product, chart, plan, data and/or process, whether protected by any intellectual property right or title, and/or patentable or not.
2. The Recipient undertakes to keep secret Confidential Information provided by the Consortium Parties or that it has had access to, and notably:

- To keep and treat such Confidential Information as strictly confidential.
- Not to copy, reproduce, duplicate, communicate, transfer, whether directly or indirectly, Confidential Information to any third party without the prior written authorization.

Accordingly, the Recipient takes all the necessary measures to prevent the loss or theft of Confidential Information, the fraudulent access to such Confidential Information, as well as any disclosure to any third party that would not be authorized by the provisions of this Agreement. In the event where, in spite of these precautions, a third party has access to all or to a piece of Confidential Information, the Recipient undertakes to inform the Consortium Parties, by any means, immediately after discovering such disappearance.

3. 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;
- one of the Consortium Parties subsequently informs the Recipient that their 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 one of the Consortium Parties;
- 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 one of the Consortium Parties;
- 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 2 hereunder.

4. The Recipient undertakes not to use the Confidential Information, whether directly or indirectly, for any other purpose than carrying out the Project.

5. The communication of Confidential Information from the Consortium Parties to the Recipient shall not be construed as granting any license or amounting to any waiver of rights by the TREASURE Consortium Parties to protect their Confidential Information by a patent or any other intellectual property right, nor can it be construed as granting the Recipient any right on the use or Exploitation of such Confidential Information.

6. The Consortium Parties shall not make any warranty with regard to the Confidential Information disclosed, and in particular, it shall warrant for neither the correctness and usability of the Confidential Information disclosed nor the non-infringement upon rights of third parties.

7. This Agreement shall enter into force on the last of its signature dates by the Parties for the term of the Project. The obligations resulting from this Agreement before its expiry shall remain valid for the Recipient even after the end of the Agreement. The obligation pursuant to Article 2 shall remain valid for a period of four (5) years after the end of the Agreement.

This Agreement shall be governed by and construed in accordance with the laws of Belgium. In case any dispute, controversy or claim arising out of or relating to this Agreement cannot be settled amicably between the Parties, it shall be subject to the jurisdiction of the Belgian Courts.

EXECUTED IN TWO ORIGINAL COUNTERPARTS, ONE FOR EACH PARTY.

For
VUJE

For the Recipient:

Executed in:

Executed in:

Date:

Date:

Signature:

Signature: