

Consortium Agreement



[ModBioTerp]

Version [1] – [20250123]

Based on DESC A – Model Consortium Agreement for Horizon Europe

AP Version 1

July 2022

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Change Records

Version	Date	Changes

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 of November 2024, hereinafter referred to as the “Effective Date”

BETWEEN:

UNIVERSITE JEAN MONNET SAINT-ETIENNE [UJM], with legal address: rue Tréfilerie 10, 42023 SAINT ETIENNE, France, Acting As Coordinator

TECHNISCHE UNIVERSITAET MUENCHEN [TUM], as a state institution representing the Free State of Bavaria, represented by its President, with legal address: Arcisstrasse 21, 80333 MUENCHEN, Germany, acting through the Werner Siemens-Chair of Synthetic Biotechnology (WSSB), Prof. Brueck,

BAR ILAN UNIVERSITY [BIU], with legal address: Bar Ilan University Campus, 52900 RAMAT GAN, Israel

USTAV ORGANICKE CHEMIE A BIOCHEMIE, AV CR, V.V.I. [UOCHB], with legal address: Flemingovo Nam. 542/2, 16610 PRAHA 6, Czechia

UNIVERSITEIT VAN AMSTERDAM [UvA], with legal address: SPUI 21, 1012WX AMSTERDAM, Netherlands

KUNGLIGA TEKNISKA HOEGSKOLAN [KTH], with legal address: Brinellvagen 8, 100 44 STOCKHOLM, Sweden

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

VYSOKA SKOLA CHEMICKO-TECHNOLOGICKA V PRAZE [VSCHT], with legal address Technicka 5, 166 28 PRAHA, Czechia

PHYTOWELT GREENTECHNOLOGIES GMBH [PHYTOWELT], with legal address Kolsumer Weg 33, 41334 NETTETAL, Germany

oloBion SLU [oloBion], with legal address Avenida Doctor Marañón 8, 08028 BARCELONA, Spain

Enveda Therapeutics, Inc. [EnvedaBio], with legal address 5700 Flatiron Parkway, Boulder, CO 80301, United States

ISOBIONICS B.V. [ISOBIONICS], with legal address Urmonderbaan 22, Building 220, 6167 GELEEN, Netherlands

FREIE UNIVERSITAET BERLIN [FUB], with legal address Kaiserswerther Strasse 16-18, 14195 BERLIN, Germany

hereinafter, jointly or individually, referred to as “Associated Partners” or “Associated Partner”,

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

MODELLING THE BIOCHEMISTRY OF TERPENE SYNTHASES

in short

ModBioTerp

hereinafter referred to as “Project”

WHEREAS:

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

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

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Associated Partner or Associated Partners (AP)”

Associated Partner or Associated Partners means entities which participate in the action, but without the right to charge costs or claim contributions from the Granting Authority under the Grant Agreement. Associated Partners do not employ any researcher within the Project. An AP can provide additional training and may host Doctorial Candidates during Secondments. The APs are listed as Associated Partner (s) in Art. 9.1 Grant Agreement.

“Career Development Plan”

Career Development Plan means a plan established by each recruited DC with his/her personal supervisor(s) comprising his/ her research objectives, the researcher's training and career needs, including training on transferable skills, teaching, planning for publications and participation in conferences and events aiming at opening science and research to citizens. The plan, established at the beginning of the recruitment, should be revised (and updated where needed) within 18 months after beginning of the employment. A suggested template for Career Development Plan is included in Attachment 6 of this Consortium Agreement. The Parties may however instead use a digital Career Development Plan where applicable.

“Consortium Body”

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

“Consortium Plan”

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

“Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.

“Entities Under The Same Control” means entities that:

- are under the direct or indirect control of a Beneficiary or Associated Partner, or under the same direct or indirect control as a Beneficiary or Associated Partner, or directly or indirectly controlling a Beneficiary or Associated Partner and
- Need the access to Exploit the Results of that Beneficiary or Associated Partner.

“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.

“Doctoral Candidate (DC)”

Doctoral Candidate means a postgraduate researcher in the first four years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree. The Doctoral Candidate is recruited and employed under a separate agreement by a Beneficiary. A suggested template for Secondment Agreement is included in Attachment 7 of this Consortium Agreement, however, it is not a binding document. A Beneficiary or an Associated Partner may decide according to their choice whether they will use their own template of the Secondment Agreement or the template of the Secondment Agreement stated in Attachment 7 of this Consortium Agreement, which they can adapt according to their needs.

“Secondment Period”

Secondment Period means the period(s) spent by a DC during which a DC is hosted by a Party or an Associated Partner (“Host Organisation”) other than the DC’s employing entity (“Home Organisation”).

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 from the Effective Date until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary’s participation in the Grant Agreement is terminated,

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

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

3.3 Survival of rights and obligations

The provisions relating to Results, Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law, settlement of disputes and the provisions of this Article 3.3 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 remaining Parties in 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.

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

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

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

4.2 Specific responsibilities for Associated Partner(s)

For the avoidance of doubt, the Associated Partner(s) do(es) not sign the Grant Agreement and do(es) not receive funding from the Granting Authority and therefore do(es) not have a right to charge costs or claim contributions from the Granting Authority. Associated Partner(s) must ensure its/their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partner(s). Moreover, an Associated Partner is obliged to indemnify the other Parties for any legitimate claim of the **Granting Authority** against them, exclusively caused by this Associated Partners during Grant Agreement preparation, Project implementation or after Project end mutatis mutandis as if the Associated Partner(s) were a Beneficiary to the Grant Agreement and the Associated Partner(s) were held liable as such vis-à-vis the Granting Authority. Legitimate claim means a substantiated claim by the Granting Authority and means that all Parties affected and subject to the Coordinator's role in 6.4.1 have made reasonable efforts to minimize these claims if possible, especially in the communication towards the Granting Authority and the

Associated Partner(s) concerned. Regarding such claims the Associated Partner's special liability is limited to an amount equal to its expected "three person-month" staff effort for the Project as indicated page 71 of the Grant Agreement. The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partner(s).

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

In addition, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Intellectual Property (Article 16)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

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

Furthermore, the Associated Partner(s) hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner(s).

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs up to the limit of the unspent budget allocated to that Association Partner in Annex I of the Grant Agreement for additional efforts necessary to implement the Project.

Where an Associated Partner withdraws (for any reason), in the first instance, the Coordinator and withdrawing Associated Partner should endeavour to liaise with the General Assembly and appropriate representatives of the European Commission and its national funding authority how best to manage the withdrawal of the Associated Partner, both from a technical and financial perspective. The Parties will endeavour to comply with the resulting recommendations

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

4.3 Breach

In the event that the 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.

4.4 Project Secondments

All secondments shall be carried out in accordance with the objectives of the Project and the indicative distribution as referred to in Annex I of the Grant Agreement. All Parties will endeavour to undertake secondments as specified in the Grant Agreement without substantial changes to dates or duration. Small alterations to dates are possible, but should be notified to the Coordinator. Such changes are subject to approval of the Granting Authority following the request for amendment as referred to Article 39 of the Grant Agreement.

4.5 Secondment Responsibilities of the Home and Host Organisations

The Home Organisation and the Host Organisation undertake during each Secondment Period to cooperate with each other to facilitate the training of the DCs and the execution of the research plan as outlined in the Grant Agreement. They may enter into individual agreements with regards to the Secondment Period within the Action based upon the DC's Career Development Plan and the DC's dissertation project (the Dissertation's Project Description), in particular with regards to

- Access Rights with regards to Background needed during the Secondment Period
- Specific provisions for Access Rights to Software.

Secondment Agreements may not contradict the Grant Agreement and this Consortium Agreement. A template for the Secondment Agreement between the Home Organisation(s) and the Host Organisation(s) which can be adapted by the Parties is attached to this Consortium Agreement in Attachment 7, alternatively, another template of the Secondment Agreement can be used by the Parties.

During any Secondment Period, the seconded DC shall remain employed by the Party by which he/she was recruited.

Each Party that selects and recruits a DC to participate in the Project must respect the recruitment and working conditions for DCs in particular the rules in the Specific Rules for Carrying out the Action in Annex 5 of the Grant Agreement.

A personalized Career Development Plan must be established and updated in view of the needs for the research jointly by the supervisor and each recruited DC. In case of joint supervision, such a plan should be established involving all supervisors.

4.5.1 Responsibilities of the Home Organisation towards the DC

The Home Organisation undertakes to:

- Maintain the salary/scholarship of the DC during the Secondment period according to the obligations in the Grant Agreement and in accordance with the Party's own usual accounting and management principles and practices.
- Administer the subsistence allowance payable monthly to the DC.
- Protect the right of the DC to return to the Home Organisation following the Secondment Period.
- Provide reasonable assistance to the DC in all administrative procedures required for the secondment to the Host Organisation, including, where applicable assistance with visa and work permits.
- Discuss with the Host Organisation in advance of the secondment any research ethics requirements and ensure that the appropriate ethical approval has been sought and granted before involvement of any human participants, in keeping with the approach to ethics outlined in the Grant Agreement.

4.5.2 Responsibilities of the Host Organisation towards the DC

The Host Organisation undertakes to:

- Commit to host the DC during the Secondment Period and to ensure that the DC is provided with the means, including infrastructure, equipment and materials, required for implementing the Project.
- Appoint a mentor to supervise the mobility activities undertaken by the DC during the Secondment Period. The mentor will have weekly progress meetings with the DC over the course of the Secondment Period.
- Provide reasonable assistance to the DC in all administrative matters relating to his/her secondment to the Host Organisation.
- Provide reasonable assistance to the DC in securing suitable accommodation for the duration of his/her Secondment Period.
- Discuss with the Home Organisation in advance of the secondment any research ethics requirements and ensure that the appropriate ethical approval has been sought and granted before involvement of any human participants, in keeping with the approach to ethics outlined in the Grant Agreement.
- Any travel expenses of the DC to seminars, workshops and other events attended by the DC for training purposes are borne by the Party employing the DC, unless agreed differently between relevant Parties separately and in writing.

4.5.3 researcher notifications

In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without unnecessary delay about any major change of the planned Secondment Periods.

4.6 Insurance

The Home Organisation shall ensure that the DC is covered by adequate health and accident insurance for the duration of his/her Secondment Period in the Host Organisation.

The Host Organisation shall ensure that it has adequate insurance for the duration of the Project.

4.7 Health and Safety

Each Party agrees to comply with health and safety obligations to ensure that a safe working environment exists for the DC for the duration of the Secondment Period. The conditions of the working environment enjoyed by the DC must be no less than the standards of safety and occupational health awarded to a local researcher/employee at the Host Organisation holding a similar position.

4.8 Involvement of third parties

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

4.9 Specific responsibilities regarding data protection

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

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

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except such damage was caused by a wilful act.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement. In case of Associated Partners their general aggregate liability towards the other Parties collectively shall be limited to an amount equal to its expected "three person-month" staff effort for the Project as indicated page 71 of the Grant Agreement.

A Party's liability shall not be limited under the foregoing paragraph 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

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.

5.6 Material Transfer

If Parties intend to transfer any material between each other in relation to the Project and during the term of this Consortium Agreement, such Parties are obliged to conclude a separate material transfer agreement before the transfer takes place. Such agreement's provisions shall not conflict with this Consortium Agreement's terms and conditions.

6 Governance structure

6.1 General structure

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

The **General Assembly** is the decision-making body of the consortium.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2 Members

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "Member").

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

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the General Assembly (6.3.7) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.3.2.5).

6.3 Operational procedures for the General Assembly:

6.3.1 Representation in meetings

Any Member:

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

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

6.3.2.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 28 calendar days preceding an ordinary meeting and 14 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

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

6.3.2.4 Adding agenda items:

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

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

6.3.2.5

During a meeting of the General Assembly the Parties represented by Members can unanimously agree to add a new item to the original agenda.

6.3.2.6

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

6.3.2.7

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

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision via e-mail 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 Members of the outcome of the vote.

A veto according to Section 6.3.5 may be submitted up to 15 calendar days via e-mail after receipt of this information.

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

6.3.4 Voting rules and quorum

6.3.4.1

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

6.3.4.2

Each Member present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the General Assembly according to Section 6.2.

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

6.3.4.3

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

6.3.5 Veto rights

6.3.5.1

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

6.3.5.2

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

6.3.5.3

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

6.3.5.4

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

6.3.5.5

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

6.3.5.6

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

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

The chairperson shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 28 calendar days of the meeting.

6.3.6.2

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

6.3.6.3

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

6.3.7 Decisions of the General Assembly

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.

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
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 5 (Entities Identified 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

- 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

Appointments

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

- External Expert Advisory Board Members

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

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available

- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims
- communicating any major change with regard to Secondment Periods, e.g. omission of a Secondment; such changes must be pre-approved by the European research Executive Agency (REA).
- providing a copy of the Grant Agreement (and any subsequent amendments to the Grant Agreement) and its Annexes to the Associated Partners.

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

6.4.3

If the Coordinator fails in its coordination tasks, the 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 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) may be appointed and steered by the General Assembly. The EEAB shall assist and facilitate the decisions made by the General Assembly.

The General Assembly will ensure that a non-disclosure agreement (NDA) is executed between all Parties and each EEAB member. The NDA will be reviewed and agreed upon by the Parties prior to its execution.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any Confidential information will be exchanged/disclosed, whichever date is earlier.

The EEAB shall report to the General Assembly. The EEAB 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, by the end of the Project, spends more than its allocated share of the budget as set out in the Consortium Plan in respect of duly justified eligible costs approved by the Granting Authority may, [based on the decision made by the General Assembly], receive more than its original budget in the case of underspending by other Parties.

7.1.4 Excess payments

A Beneficiary has received excess payment

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

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

For amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, the General Assembly decides on appropriate measures to be taken, most prominently advising the Coordinator to apportion such amounts to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The General Assembly decides on actions to be taken against the breaching Beneficiary according to Section [Module GOV SP 6.3.7]. Any legal actions to be taken should be confirmed in writing by legal representative of each Party.

7.1.5 Revenue

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

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

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

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

7.1.7 Allocation of the Consortium Budget

The Beneficiaries agree that the estimated budget for the Project as indicated in Annex 2 of the Grant Agreement does not exactly apply. Instead, the Beneficiaries agree to contribute to a common pot used to cover the management expenses considering some activities of the Project as indicated in Attachment 4. This common pot will be managed by the Administrative and Scientific Coordinator, UJM, designated for the effect. Therefore, in order to participate in the common costs of the ModBioTerp consortium, all the European Beneficiaries, TUM, BIU, UOCHB, UvA & KTH will have 30% of their Management & Indirect Costs retained by the Administrative Coordinator, UJM, as indicated in Attachment 4: Budget distribution. The Coordinator will inform the consortium during board meetings regarding the expenses paid from the allocated joint budgets.

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 Payments schedule and responsibilities

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

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

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

8 Results

8.1 Ownership of Results

Results are owned by the Party/Parties, or their employed researchers (including for example DC) where applicable and mandatory by national law, that generates them.

If the researchers (including for example DCs) of a Party have generated jointly owned Results and can claim rights to such Results, the Party employing the researchers (including for example DCs) concerned must ensure that those rights can be exercised in a manner compatible with its (the Party's) obligations under the Grant Agreement and this Consortium Agreement.

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:

Where several Parties, or their employed researchers (including for example DCs) where applicable and mandatory by national law, have jointly carried out work generating Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Results.

Where joint ownership exists, the Parties, or their employed researchers (including for example DCs) where applicable and mandatory by national law, jointly owning Results ("the Co-owners") undertake to

establish a written co-ownership agreement regarding the allocation and terms of exercising such joint ownership, as soon as possible as of the date of generation of the joint Results.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- research and teaching activities means use for academic/teaching/scientific purposes, or mere internal use, and
 - excludes use in contract research (i.e. rendering a research service against payment to a customer, using the jointly owned Results), even when the charge is mere cost reimbursement without profit;
 - includes use in further (funded or unfunded) cooperative research projects.
- 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. Licenses to third parties for Exploitation shall be granted by mutual agreement of all joint owners concerned.

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 Entities Under The Same Control or 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.

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 submission of 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 the date said notice is given. 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 60 calendar days from the date notice is given in accordance with Section 8.4.2.1. After 60 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed. Results that have once been

approved for publication may be published again without the publication review procedure. The review procedure described above shall be applied to theses, doctoral dissertations or other similar works, however with a potential publication delay of not more than 30 calendar day from the date notice is given in accordance with Section 8.4.2.1. Copyright to any thesis, dissertation or other similar works shall always be vested in the author or creator of the said works.

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 the owning Parties' 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.

All Background shall remain the exclusive property of that Party or a third party designated by that Party, as well as any rights related thereto, including but not limited to any intellectual property rights.

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.

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 and upon written bilateral agreement.

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

9.4.2

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

9.4.3

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

9.5 Access Rights for Entities Under The Same Control

Entities Under The Same Control 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 5 to this Consortium Agreement.

Such Access Rights must be requested by the Entity Under The Same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the [Beneficiary / 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 5. 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 shall fulfil all confidentiality and other obligations relating to the Background and Results accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to Entities Under The Same Control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Entity Under The Same Control are subject to the continuation of the Access Rights of the [Beneficiary / Party] with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such [Beneficiary / 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 (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

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

information technology back-up provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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 Recipient's 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 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 disclosure of the Confidential Information is in compliance with mandatory applicable laws or regulations or with a court or administrative order

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 Disclosing Party's Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, it shall, to the extent it is lawfully able to do so

- notify the Disclosing Party, and
- if possible 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 (Budget Distribution)
- Attachment 5 (Identified entities under the same control)
- Attachment 6 (Template for Career Development Plan) under section 4.5
- Attachment 7 (Secondment Agreement between Home Organisations and Host Organisations) under section 4.5

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 by the Coordinator.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.3, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.3.7 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, if and only accepted by all Parties involved, will be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation will 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.

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.

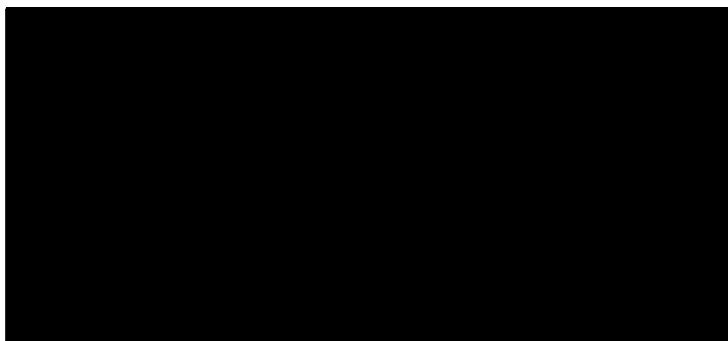
Each Party receives a fully executed copy of the Consortium Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy. One original hard copy shall be stored at the coordinator.

UNIVERSITE JEAN MONNET SAINT-ETIENNE

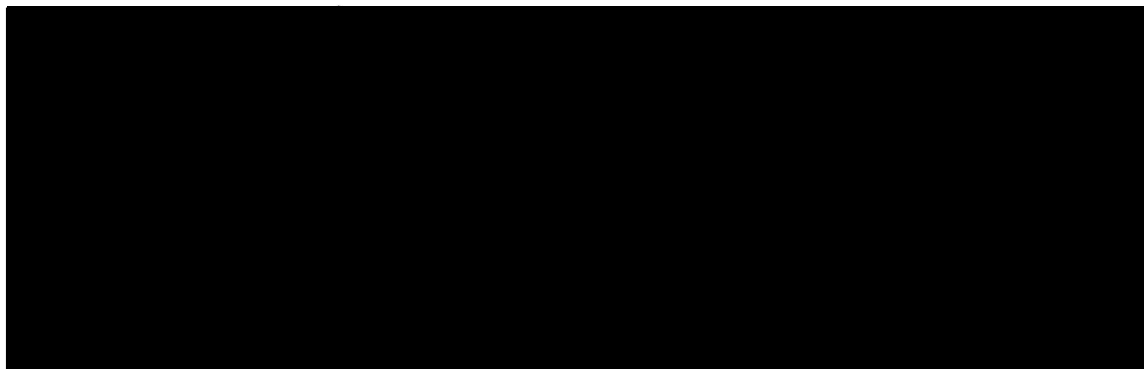


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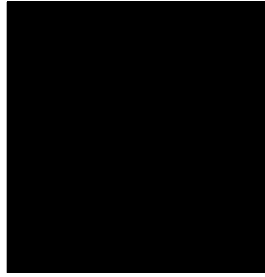
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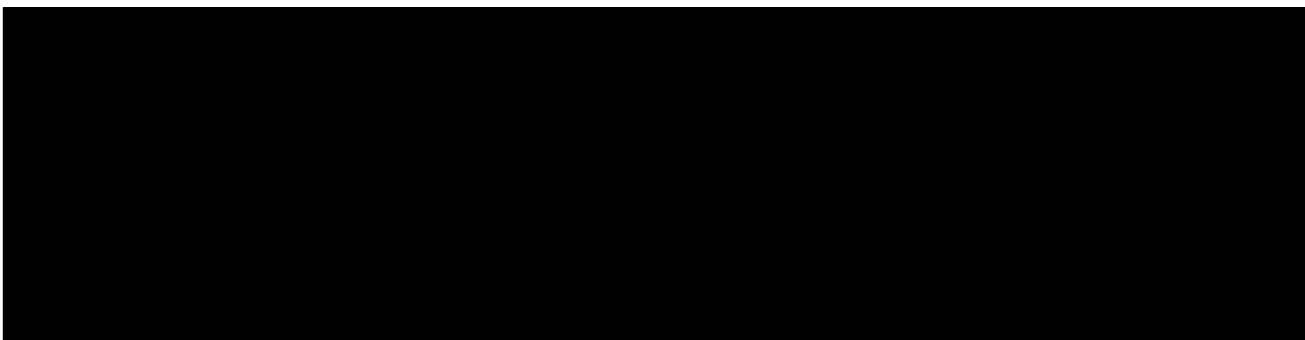
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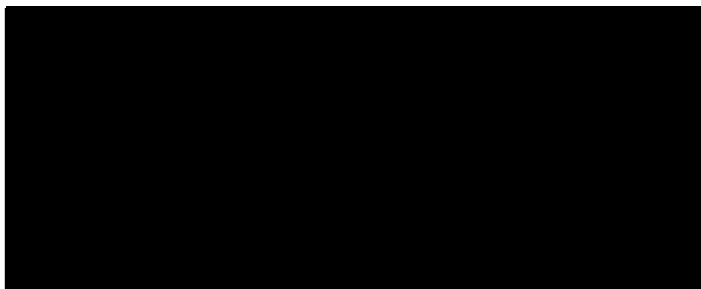
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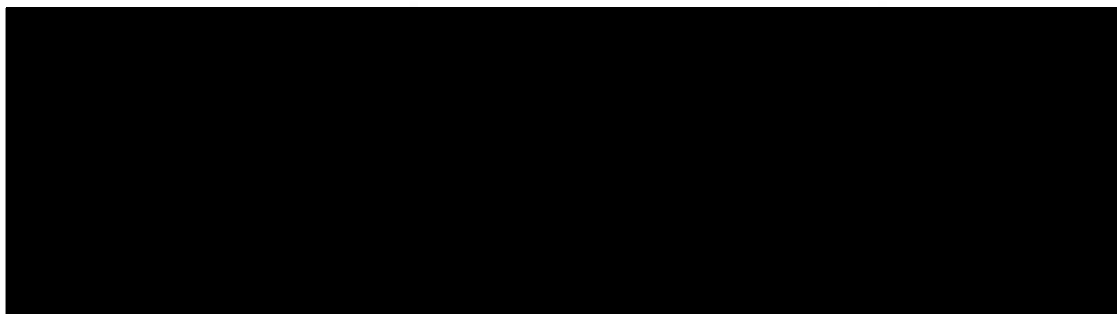
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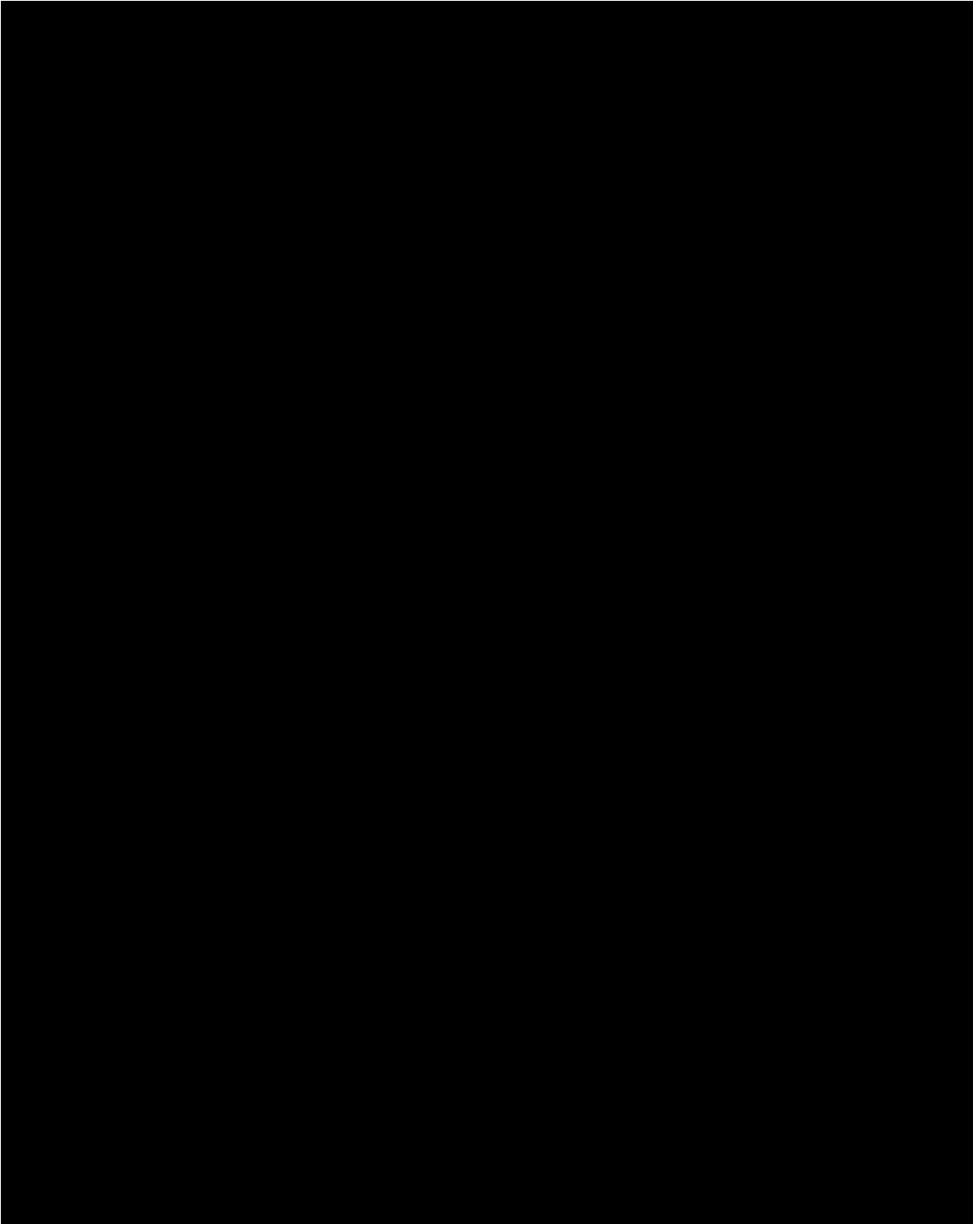
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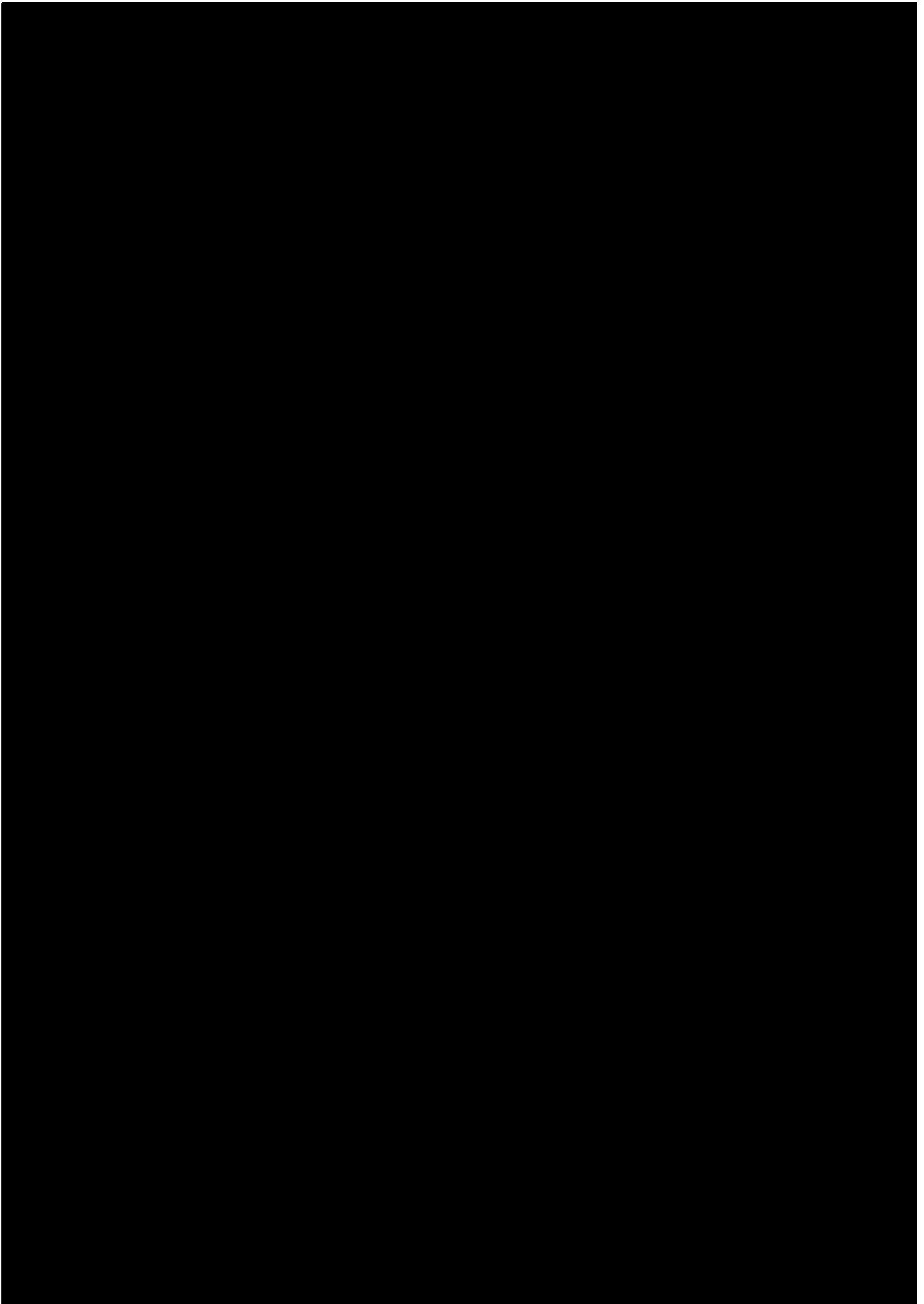


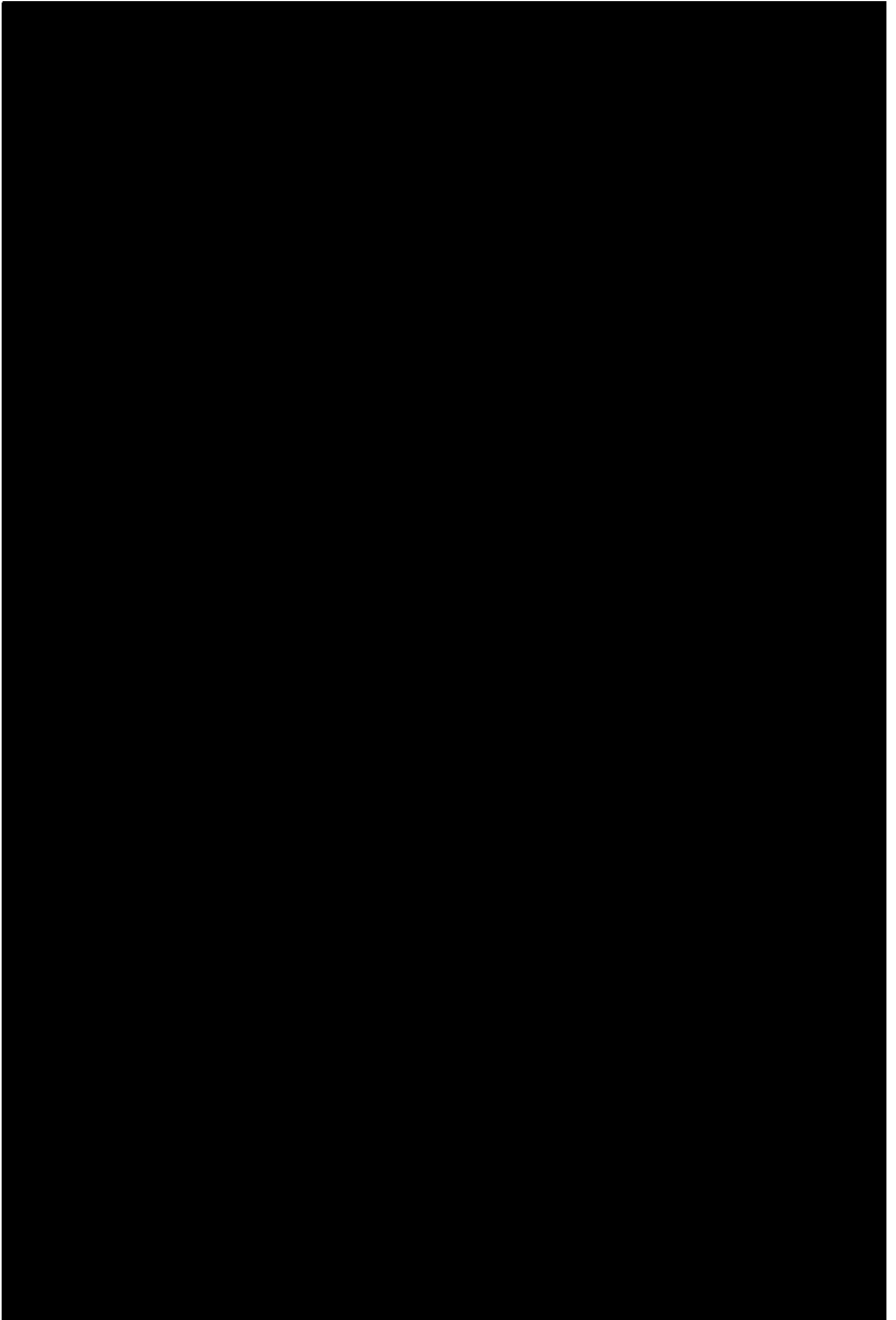
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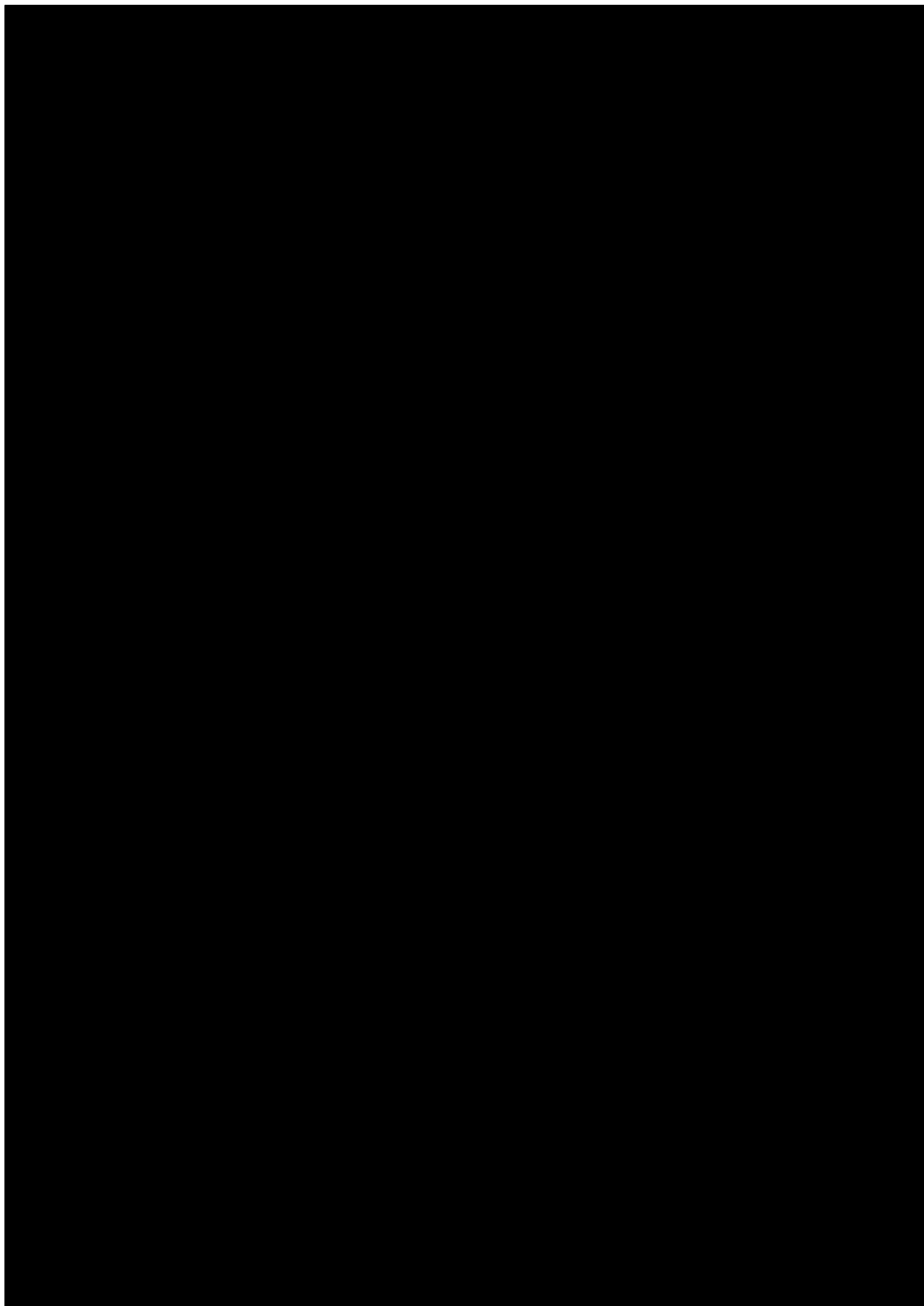


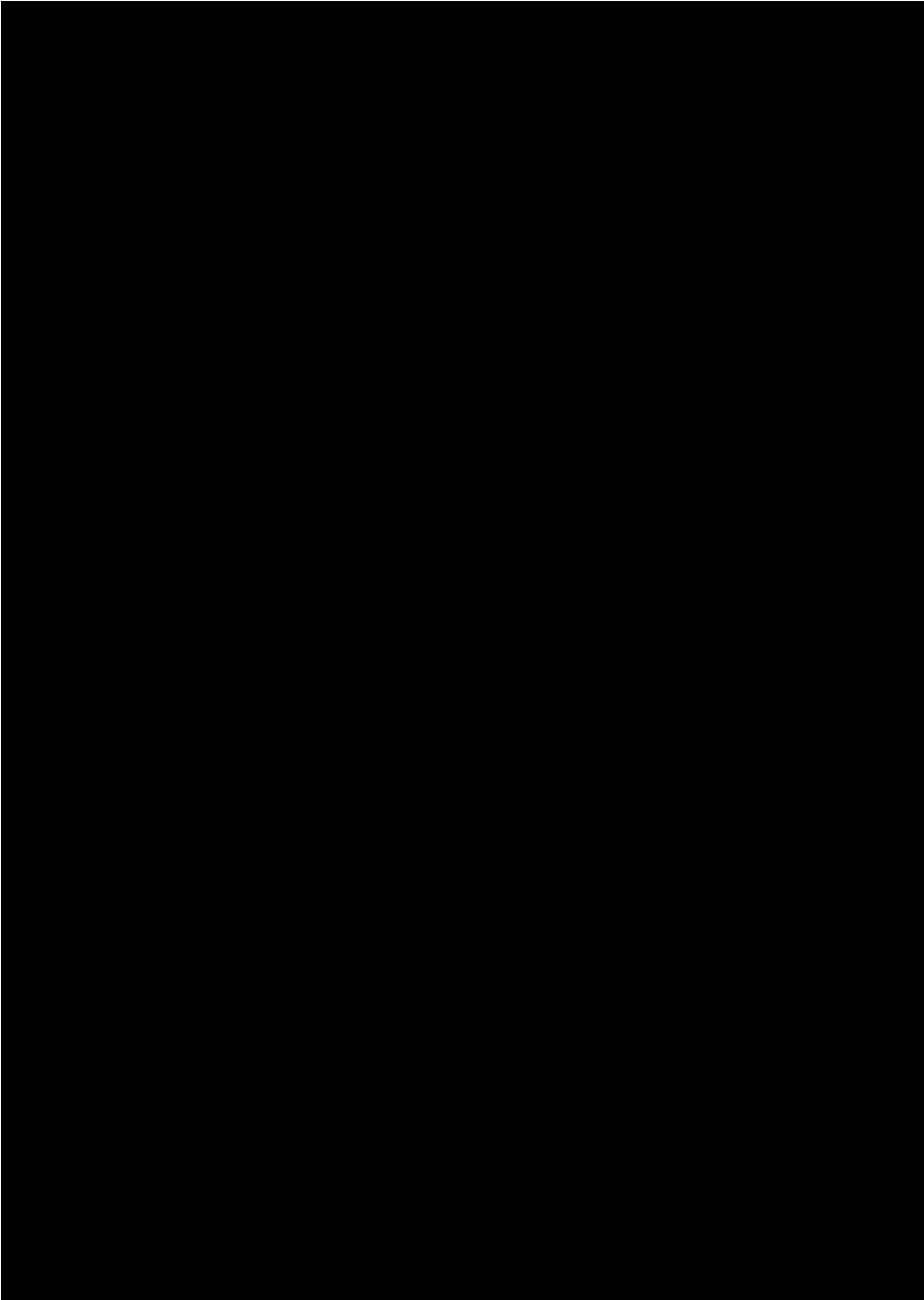
Attachment 1: Background included

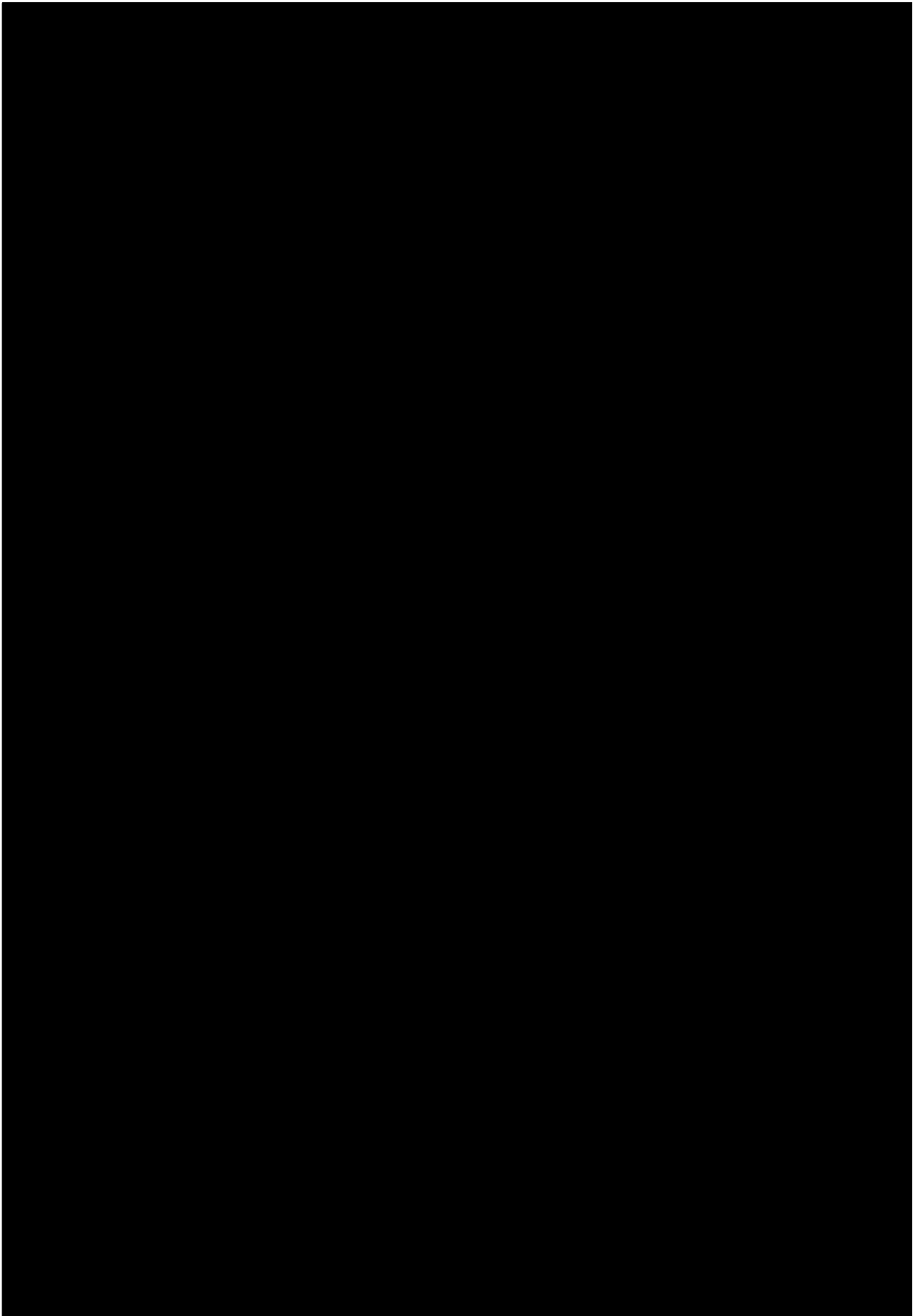


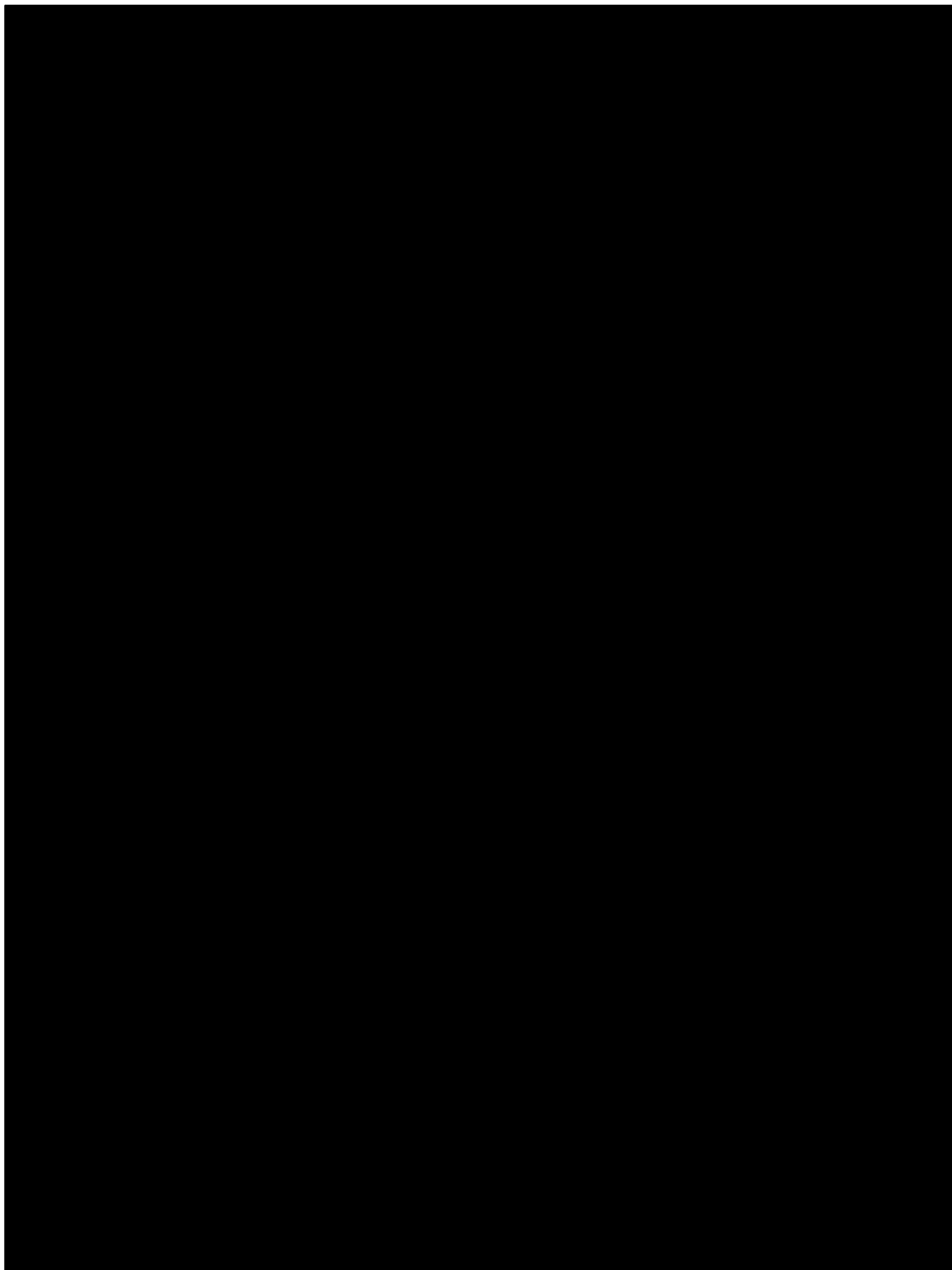


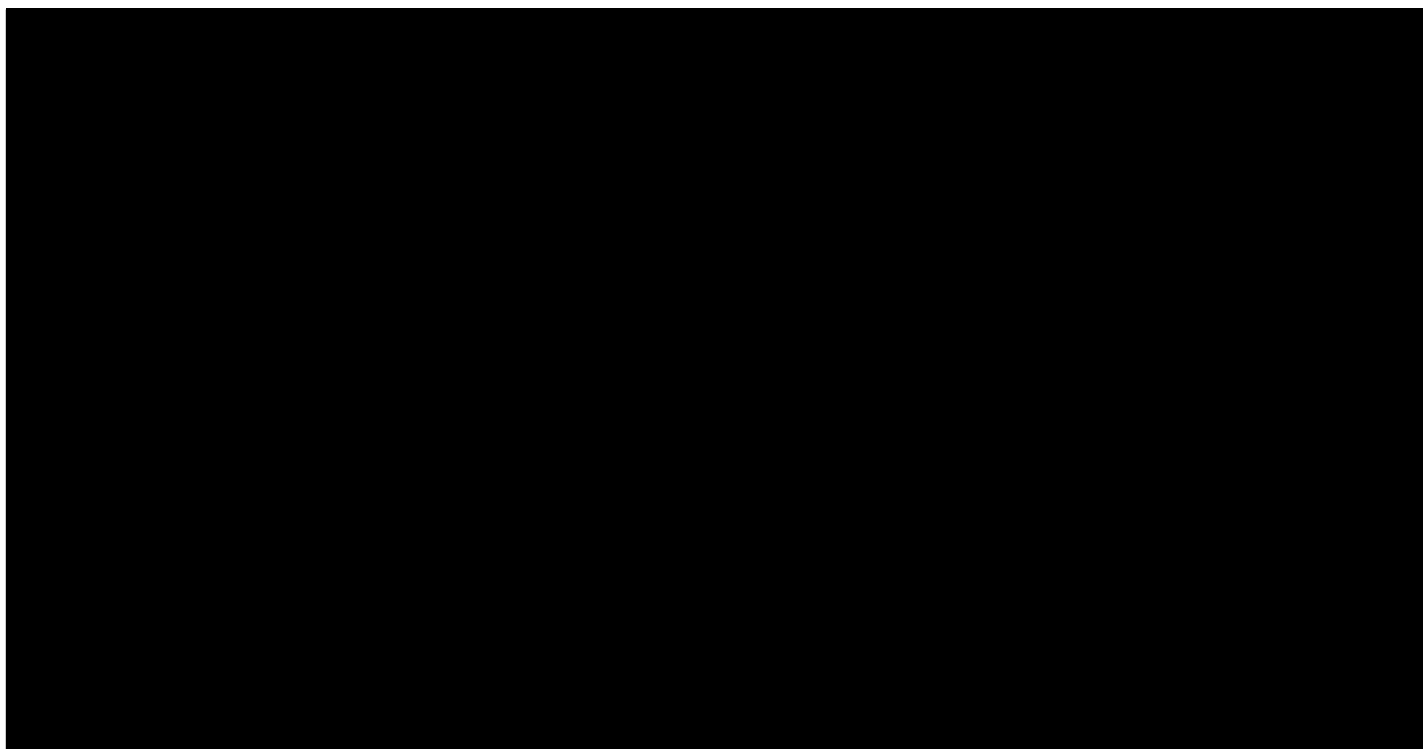




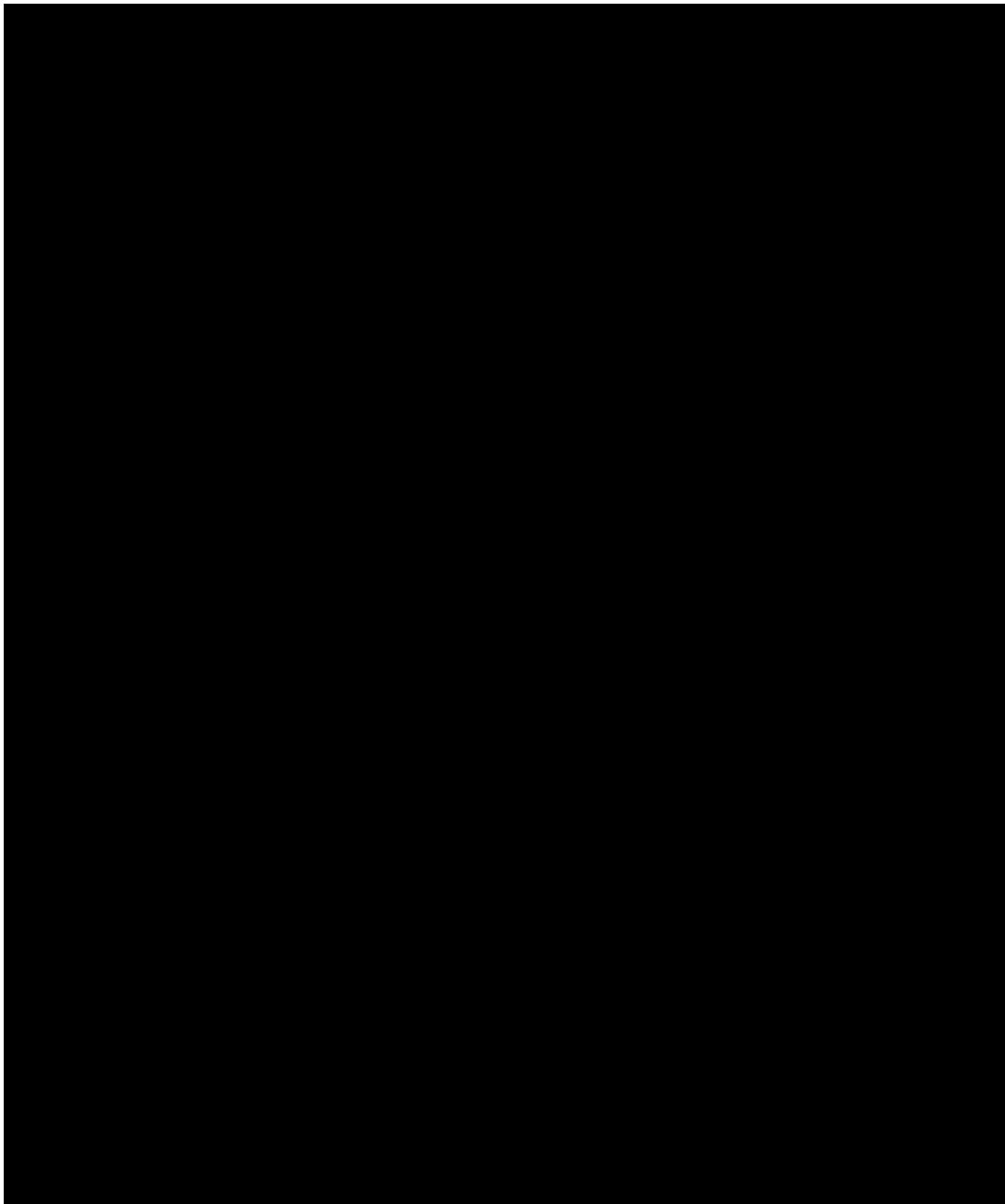




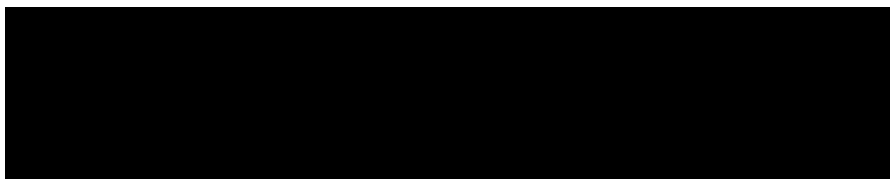




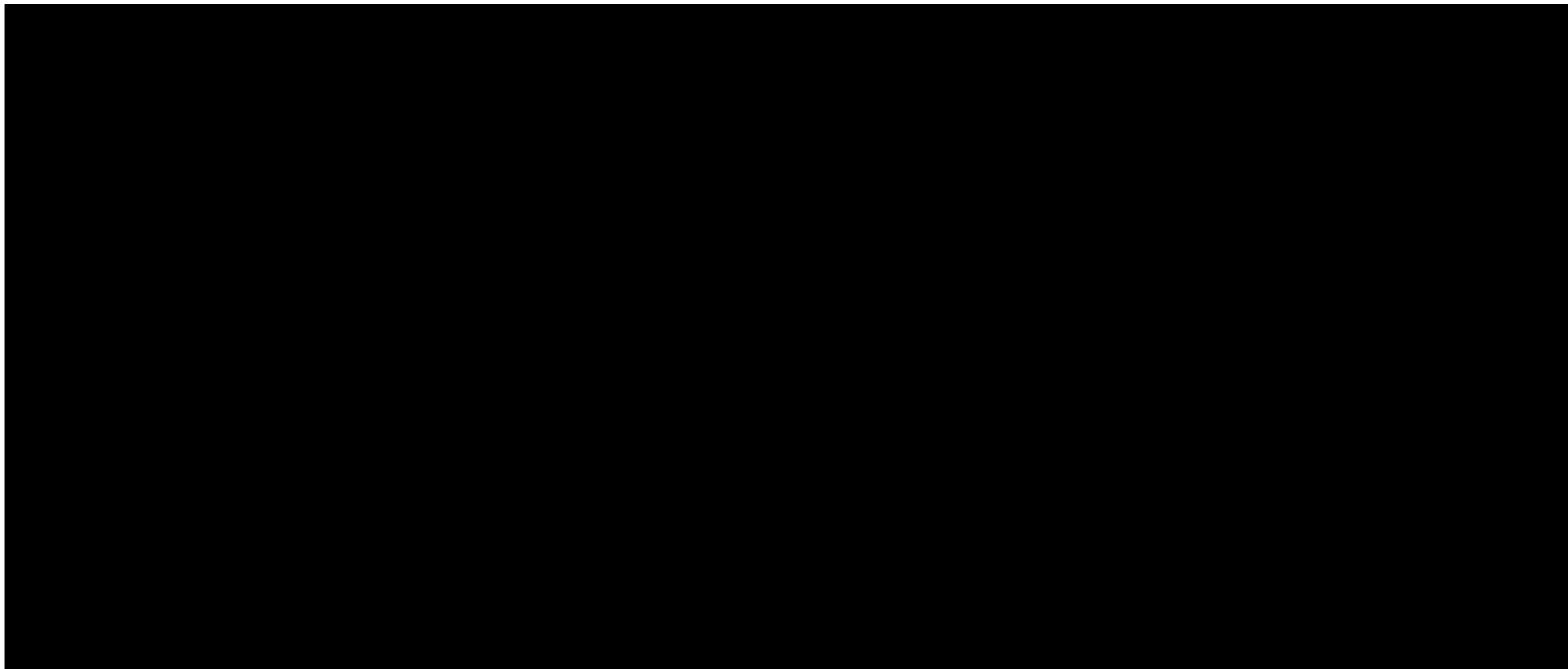
Attachment 2: Accession document Template



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



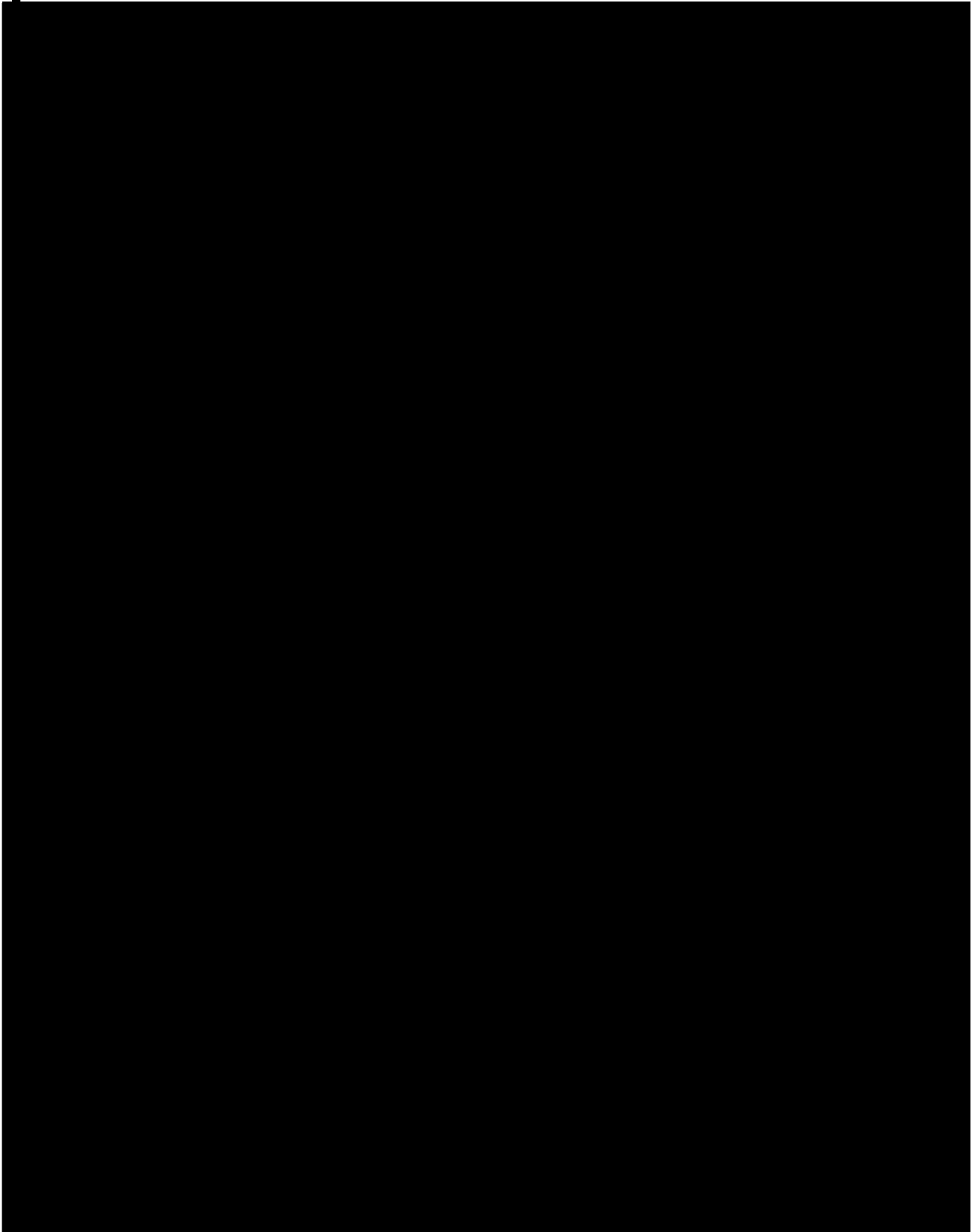
Attachment 4: Budget Distribution



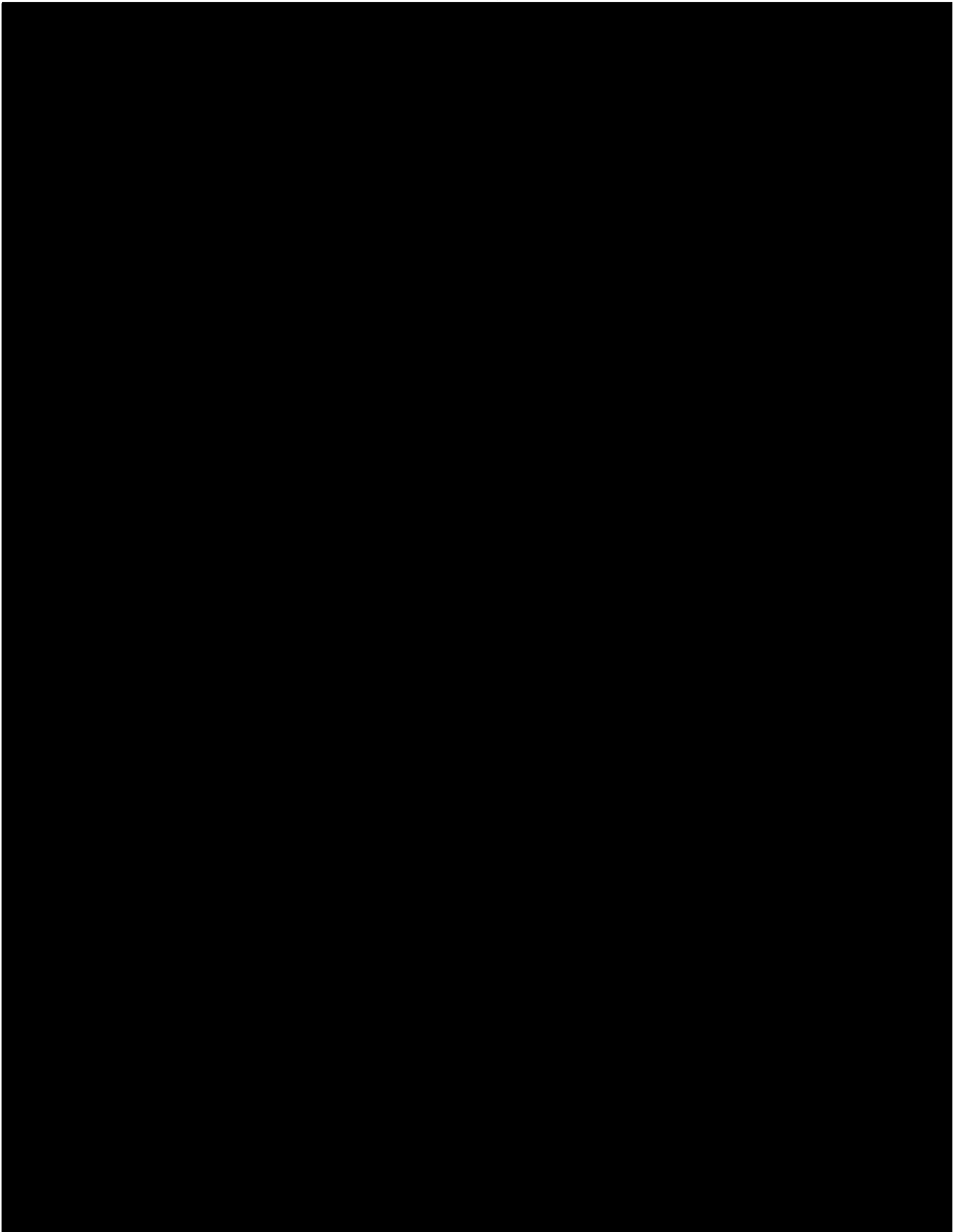
Attachment 5: Identified Entities Under The Same Control according to Section 9.5

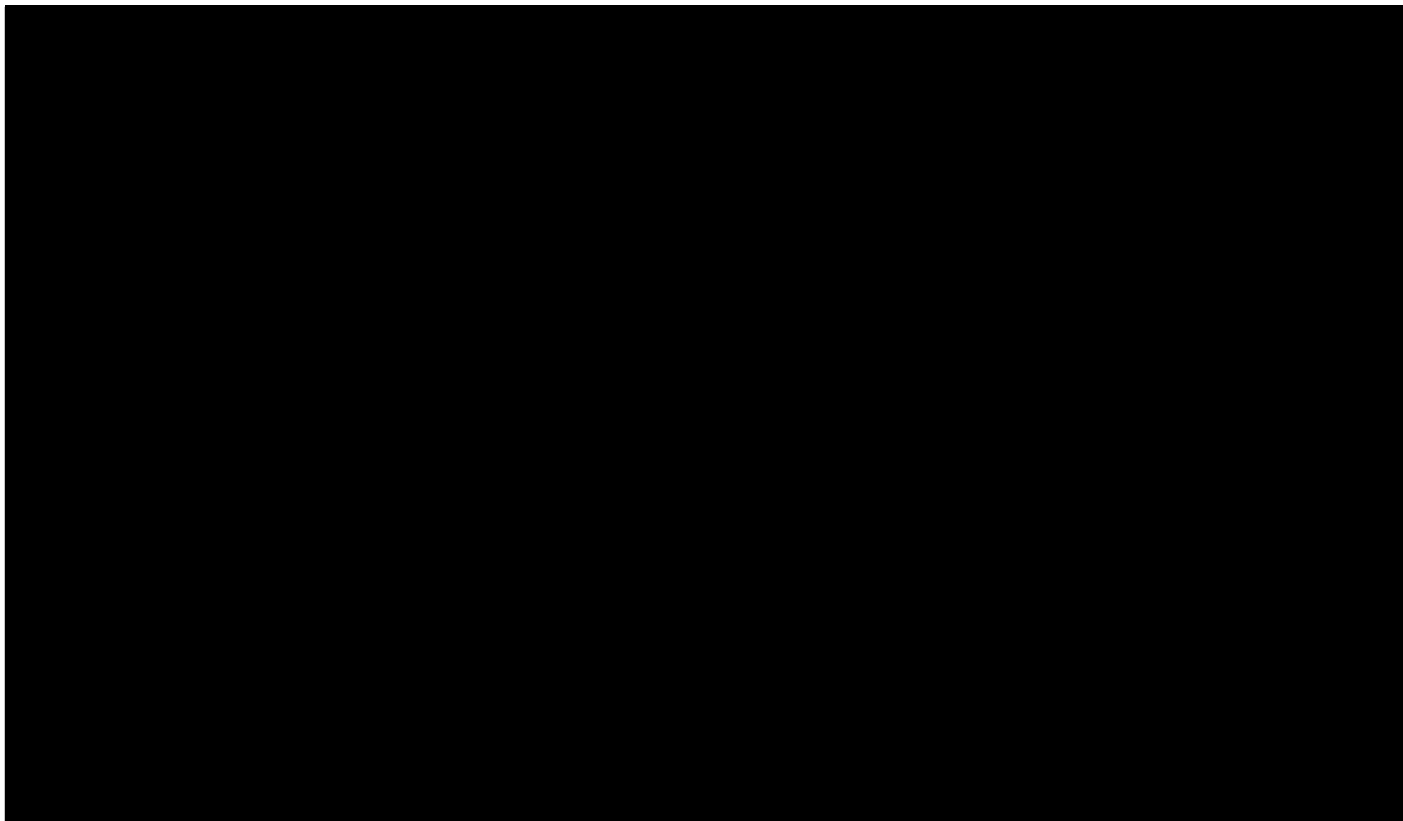


Attachment 6: (Template for Career Development Plan) under Section 4.5



Career Development Plan





Attachment 7: (Template for Secondment Agreement) under Section 4.5

