

Consortium Agreement



CALL: HORIZON-MSCA-2023-SE-01
(MSCA Staff Exchanges 2023)
Proposal number: 101182652 NEUTRAL4GS

Version 4.0 – 21.03.2025

(Based on DESCA – Model Consortium Agreement for Horizon Europe)

Table of Contents

1	Definitions	4
2	Purpose	5
3	Entry into force, duration and termination	5
4	Responsibilities of Parties.....	6
5	Liability towards each other	11
6	Governance structure	12
7	Financial provisions.....	20
8	Results.....	24
9	Access Rights	27
10	Non-disclosure of information	30
11	Miscellaneous	31
12	Signatures	33
	Attachment 1: Background included.....	41
	Attachment 2: Accession document	42
	Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.....	43
	Attachment 4: Identified entities under the same control according to Section 9.5.....	44
	Attachment 5: NDA for Ethics Advisor agreed under Section 6.....	45
	Attachment 6: Consortium Plan Budget and Coordination costs.....	48

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 January 1st 2025 hereinafter referred to as the Effective Date

BETWEEN the following Parties. Organisation data including addresses for the Parties are listed in the POMP Grant Agreement:

AARHUS UNIVERSITET (AU or the Coordinator)

TECHNICKA UNIVERZITA V LIBERCI (TUL)

IRIDRA SRL (IRIDRA)

UNIVERSIDADE DE AVEIRO (UAveiro)

AR - Águas do Ribatejo, EM, S.A. (AR)

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

RAJAMANGALA UNIVERSITY OF TECHNOLOGY (RMUTT)

UNIVERSIDAD TECNOLÓGICA DE PEREIRA (UTP)

UNIVERSITAS MUHAMMADIYAH PONTIANAK (UMP)

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

Innovating with nature for sustainable water management in the global south

in short

NEUTRAL4GS

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

“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.

“Home Organisation”

Home Organisation means the Party where the Researcher is employed (a staff member).

“Host Organisation”

Host Organisation means the Party which hosts the Researcher for the secondment period.

“Management and Indirect Costs”

Management and Indirect Costs means all general costs connected with the organisation and implementation of the secondments (administrative and financial management, logistics, ethics, human resources, legal advice, documentation, etc.)

“Research and Training Costs”

Research and Training Costs means all general costs connected with the implementation of research and training activities, including Project deliverables such as workshops and conferences, fieldwork and data collection, publication and dissemination activities, open access publishing, research ethics training.

“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.

“Researcher”

Researcher means an eligible early stage or an experienced researcher, selected and approved by his/her home organisation amongst the staff to benefit from the staff exchange under the Project.

“Secondment Period”

Secondment Period means the period(s) spent by a Researcher at a Host Organisation.

“Software”

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

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

- the Grant Agreement is terminated, or
- a Beneficiary's participation in the Grant Agreement is terminated,

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

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

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the 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 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 directly from the Granting Authority and therefore do(es) not have a right to charge costs or claim contributions from the Granting Authority. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partner(s). The Coordinator has shared a copy of the signed Grant Agreement with the Associated Partner(s) prior to the conclusion of this Consortium Agreement and the Associated Partner(s) hereby declare this. The Coordinator shall furthermore share with the Associated Partner(s) information on any amendments of the Grant Agreement with the Associated Partner(s).

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

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

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

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

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

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

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

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the

Associated Partner's special liability is limited to once the amount of its total budget as indicated in Attachment 6 of this Consortium Agreement.

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 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.

4.5 Specific responsibilities regarding data protection

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

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

4.6 Project Secondments

All secondments shall be implemented in accordance with the aims and objectives of the Project and the indicative distribution as referred to in Annex I of the Grant Agreement no. 101182652. All Beneficiaries will strive 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 and agreed before the Effective date. Such changes are subject to approval of the Granting Authority (i.e. Project Officer (PO)).

4.7 Secondment Responsibilities of the Home and Host Organisations

The Home Organisation and the Host Organisation commit during each Secondment Period to collaborate with each other to facilitate the training of the Researchers and the execution of the research plan as outlined in the Grant Agreement no. 101182652.

Responsibilities of the Home Organisation towards the Researcher

The Home Organisation commits to:

1. Maintain the salary (or, other remuneration equivalent to salary) of the Researcher during the secondment period.
2. Ensure the right of the Researcher to return to the Home Organisation after the completion of the Secondment Period.
3. Render duly assistance to the Researcher in all administrative procedures required for the secondment to the Host Organisation, including, where applicable assistance with visa and work permits.
4. 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 Consortium Agreement.

The Home Organisation commits to administer the subsistence/secondment allowance payable to the Researcher.

The Home Organisation must ensure that the Researcher:

1. Prepares a secondment plan ahead of executing the Secondment to be validated/signed by both Home Organisation and Host Organisation.
2. Prepares a report to be completed and signed by Host Organisation, at the latest 1 month after the completion of the Secondment.

Responsibilities of the Host Organisation towards the Researcher

The Host Organisation commits to:

1. Host the Researcher during the Secondment Period and to ensure that the Researcher is provided with the means, including infrastructure, equipment and materials, required for implementing the Project.
2. Appoint a supervisor/mentor to supervise the Mobility activities undertaken by the Researcher during the Secondment Period. The supervisor/mentor will have regular progress meetings with the Researcher over the course of the Secondment Period.
3. Provide duly assistance to the Researcher in all administrative matters relating to his/her secondment to the Host Organisation.

4. Provide duly assistance to the Researcher in securing suitable accommodation for the duration of his/her Secondment Period.
5. 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 Consortium Agreement.

4.8 Changes to secondments

All changes in the secondment plan will be managed by the Coordinator.

Secondment rules:

1. Secondments must be carried out as full time (100% working).
2. Secondment reimbursement is not for salary but as a top-up allowance in connection with stay at host organisation.
3. Secondment assumes staff member having (i) a position, (ii) one month prior to the secondment.
4. One staff member can have a minimum of one month and a maximum of 12 months secondments.

4.9 Monitoring of secondment implementation and risk mitigation strategies

1. Secondments' implementation will be monitored by a designated person of each Party. At project management level, the Coordinator will organise online meetings or email correspondence every 1-2 months to discuss the monitoring of secondments and collect any information about possible identified delays at Parties' level, both at sending and hosting institutions. On the other hand, each Party takes responsibility that the secondments take place as planned and reports immediately or maximum 2 months prior to the scheduled secondment any possible deviation to the Coordinator.
2. Once a potential delay is identified, action plans will be agreed at Consortium level or by the General Assembly. The Coordinator will inform REA about the solution found.
3. For secondments in third countries, the Parties will identify in time the human resources to be seconded and the necessity of visa. In order to avoid visa issues, administrative support and follow-up needs to be put in place several months prior to the scheduled secondment, so that the visa is obtained on time.

4.10 Insurance

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

In the case of hosting, if the Researcher coming from a Third Country that is not covered by adequate insurance, this information must be communicated to the Coordinator, who in turn will look for possibilities to provide insurance to the Researcher.

4.11 Health and Safety

Each Party agrees to comply with health and safety obligations to ensure that a safe working environment exists for the Researcher for the duration of the Secondment Period. The conditions of the working environment enjoyed by the Researcher 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.

5 Liability towards each other

5.1 No warranties

Each Party shall be responsible for proper performance of its obligations and tasks as set forth in this Consortium Agreement and the Grant Agreement.

Each Party shall be liable to other Parties for any damage caused by the breach of its obligations under this Consortium Agreement and/or the Grant Agreement and shall be obliged to compensate the other Party(ies) for any damage incurred, in accordance with the provisions in this Consortium Agreement.

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

Therefore,

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

5.2 Limitations of contractual liability

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

A Party's general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and in case of Associated Partners to once the amount of its total budget as indicated in Attachment 6 of this Consortium Agreement.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure as defined in Art. 35 of the Grant Agreement.

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.]

6 Governance structure

6.1 General structure

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

- The General Assembly as the ultimate decision-making body of the consortium
- The Steering Committee 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.

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 Steering Committee or 1/3 of the Members of the General Assembly
Steering Committee	At least quarterly	At any time upon request of any Member of the Steering Committee

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	45 calendar days	15 calendar days
Steering Committee	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	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	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
Steering Committee	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. and no veto has been successfully exercised according to Section 6.2.4.

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 51 % of all Parties.

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

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

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

6.2.3 Voting rules and quorum

6.2.3.1

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

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

6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the General Assembly according to Section 6.3.1.1.4.

6.2.3.3

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

6.2.3.4

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

6.2.4 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

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

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

6.2.4.4

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

6.2.4.5

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

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

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

6.2.5.2

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

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

6.3.1.1.1

The 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 authorized 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.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the General Assembly (6.3.1.2) and therefore are not counted towards any respective quorum:

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

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

6.3.1.2 Decisions

The 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 Steering Committee 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
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

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

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 4.2, Section 7.1.4)

Appointments

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

- Steering Committee Members
- Ethical Advisor

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee 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 Steering Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

Minutes of Steering Committee 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 Steering Committee 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 Steering Committee shall seek a consensus among the Parties.

6.3.2.3.3

The Steering Committee shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4

The Steering Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5

In addition, the Steering Committee 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 Steering Committee shall:

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

6.3.2.3.7

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

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 of Consortium Bodies 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 7.1.
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

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

6.4.3

If the Coordinator fails in its coordination tasks, the 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 Ethics Advisor (EA)

An Ethics Mentor (EA) will be appointed and steered by the Steering Committee. The EA will be consulted on ethical aspects of the research in the Project.

The Coordinator is authorised to execute a non-disclosure agreement with the EA based on the template in Attachment 5, before any Confidential Information will be exchanged. For any deviation from the template exceeding the specific information related to the Project and the Parties, the Coordinator must consult and receive approval in writing of all Parties to this Consortium Agreement before signing it with the EA.

The EA shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

7 Financial provisions

7.1 General Principles

Section 7 of the Consortium Agreement is applicable to all Parties.

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 in Attachment 6
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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

The estimated budget for the Project as indicated in Attachment 6: Consortium Budget shall apply.

7.1.2 Justifying Costs

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

Given that Beneficiaries declare all costs in individual financial statements for outgoing secondments of their own staff and for incoming secondments from Associated Partners, Associated Partners are obliged to provide documentation, in a timely manner, necessary for cost-justification related to their secondments and activities as well as record-keeping and proper action implementation to the Beneficiaries hosting their secondments.

7.1.3 Funding Principles

A Party that implements less units than foreseen in the Consortium Plan will be funded in accordance with its units duly justified eligible costs only.

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

7.1.4 Excess payments

Given that pre-financing will be distributed to all Parties (Beneficiaries and Associated Partners eligible to receive EC funding), all Parties (Beneficiaries and Associated Partners receiving the EC funding) are responsible for returning any excess payments. A Party has received excess payment

- a) if the payment received exceeds the amount declared or
- b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly (meaning more than 60%) behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment, the Party has to inform the Coordinator and 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 Party is in substantial breach of the Consortium Agreement.

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

7.1.5 Revenue

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

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

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

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

7.1.7 Payments

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

The project will receive funding through pre-financing after the project start, interim payment after the first reporting period at month 24 of the project, and the final payment after the project end.

Pre-financing payments are the exclusive responsibility of the Coordinator. The Coordinator will administer pre-financing payments to all Parties (i.e., all Beneficiaries and all Associated Partners eligible to receive EC funding).

Furthermore, the Coordinator will distribute interim and final payments to the Beneficiaries following the reporting periods. The Beneficiaries will subsequently distribute the interim and final payments to the Associated Partners eligible to receive the EC funding following the reporting periods (See 7.1.8).

In order to distribute pre-financing, in particular, the Coordinator shall notify the Beneficiary or Associated Partner concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references.

In order to distribute interim and final payments, the Coordinator shall notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, including the details of amounts to be transferred to the respective Associated Partners, giving the relevant references.

Furthermore, the Coordinator shall:

- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

7.1.8 Interim and final payments to Associated Partners

The financial contribution for Associated Partners following the reporting periods, i.e. the interim and final payments, shall not be directly transferred to the latter by the Coordinator. The Coordinator shall transfer the financial contribution allocated to the Associated Partners' secondments to the Beneficiaries, which the Associated Partners are seconding staff members to, following the reporting periods.

7.1.9 Payment schedule

Pre-financing will be paid by the Coordinator to the Beneficiaries and Associated Partners eligible to receive the EC funding after receipt of the pre-financing payment from the Granting Authority in separate instalments as agreed below:

50 %	On receipt of Pre-financing
50 %..	Following the M13 Progress Report

Funding for costs accepted by the Granting Authority following the end of the reporting periods (M24, M48) will be paid by the Coordinator to the Beneficiary concerned as interim and final payments, and the Beneficiary concerned will further distribute funding to the Associated Partners. Associated Partners receive funding for costs accepted by the Granting Authority from the Beneficiaries that hosted their seconded staff.

The Parties agree to a reallocation of their costs in which the Coordinator will retain a percentage of such costs from the other Parties' total budgets, as described in Attachment 6.

The Parties agree that the Coordinator uses 20% of B1 costs and 20% of B2 costs for financing project management, research and data collection, training, project events, and dissemination activities (the "management budget"), as shown in Attachment 6. The Coordinator will subtract the corresponding amount from the prefinancing amount before distributing the pre-financing to all Parties – Beneficiaries and Associated Partners eligible to receive EC funding. The calculation of the amounts to be distributed as pre-financing will be based on the number of exchanges as described in the Grant Agreement.

All parties receiving pre-financing agree to follow the EC-recommended guideline for best practices for record-keeping¹. Though the associated Partners cannot directly claim costs, by signing this Agreement, they also pledge that they will follow the guidelines provided by the EC and keep relevant financial documentation for 5 years after the project end.

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

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

The liability of the Parties in accordance with Article 5.1. of this Consortium Agreement shall not be affected.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

A staff member who contributes to the generation of Results during his/her Secondment Period shall be obliged to assign his/her rights to such Results to his/her Home Organisation.

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 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.

¹ https://rea.ec.europa.eu/document/download/2ca54af6-a535-44f3-b4f7-2f6a95fd4c23_en?filename=Best%20practice%20for%20record%20keeping%20in%20RISE.pdf

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.

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 the planned publication:

- a) would prevent patenting or registration of other intellectual property rights of the objecting Party's Results or Background or
- b) includes unpublished Background, unpublished solely owned Results or 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. The objecting Party is entitled to suggest specific amendments to the planned publication, provided, however, that each authoring Party alone shall decide the final wording and content of its own text.

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.

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, dissemination 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.

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation**9.4.1 Access Rights to Results**

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

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

9.4.2

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

9.4.3

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

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].

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 requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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” 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;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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

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

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

10.5

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

10.6

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

10.7

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

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for Ethical Advisor agreed under Section 6)
- Attachment 6: Consortium Plan Budget and Coordination costs

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

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties

concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

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

Written notice:

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

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 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

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.

AARHUS UNIVERSITET

Signature(s)

Name(s) Lisbeth Guldbæk Smith

Title(s) Head of TTO

Date

3.4.2025

TECHNICKA UNIVERZITA V LIBERCI

Signature(s)

Name(s) doc. RNDr. Miroslav Brzezina, dr.h.c.

Title(s) Rector

Date 26. 3. 2025

IRIDRA SRL

Signature(s)

Name(s)

Title(s)

Date 24. 3. 2025

UNIVERSIDADE DE AVEIRO

Signature(s)

Name(s) Prof. Dr. Artur Manuel Soares da Silva

Title(s) Vice-Rector 26. 3. 2025

Date

AR - Águas do Ribatejo, EM, S.A.

Signature(s)

Name(s)

Title(s) 10. 4. 2025

Date

RAJAMANGALA UNIVERSITY OF TECHNOLOGY

Signature(s)

Name(s)

Title(s) 31. 3. 2025

Date

UNIVERSIDAD TECNOLÓGICA DE PEREIRA

Signature(s)

Name(s) Luis Fernando Gaviria Trujillo

Title(s)

Date 1. 4. 2025

UNIVERSITAS MUHAMMADIYAH PONTIANAK

Signature(s)

Name(s)

Title(s)

31. 3. 2025

Date

Attachment 1: Background included

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

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

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

Attachment 5: NDA for Ethics Advisor agreed under Section 6

This NON-DISCLOSURE AGREEMENT (“NDA”) is for the NEUTRAL4GS Consortium’s [Ethics Advisor] and it is entered into by and between

Aarhus University, Department of Environmental Science, Nordre Ringgade 1, 8000 Aarhus C, Denmark (“Coordinator” or “Disclosing Party”),

on behalf of the members of the NEUTRAL4GS Consortium (each “NEUTRAL4GS Partners”, together “NEUTRAL4GS Partners” or “Disclosing Parties”);

and;

[NAME], [ADDRESS], [COUNTRY] (“[Ethics Advisor]”);

hereinafter referred individually to as “Party” or together as “Parties” respectively

WHEREAS:

- (a) the Coordinator and the NEUTRAL4GS Partners are engaged in an action entitled „Innovating with nature for sustainable water management in the global south“ in short „NEUTRAL4GS“ (hereinafter referred to as “Project”);
- (b) NEUTRAL4GS Partners have elected to appoint an [Ethics Advisor];
- (c) for the purpose of functioning as [Ethics Advisor] for the NEUTRAL4GS Partners in relation to the Project (hereinafter “Purpose”), NEUTRAL4GS Partner(s) may, in conjunction with the Purpose disclose to the [Ethics Advisor] Confidential Information which the NEUTRAL4GS Partner regards as confidential and the [Ethics Advisor] is willing to undertake to restrict the use and further disclosure of such Confidential Information;

NOW THEREFORE IT IS HEREBY AGREED:

1. “Confidential Information” shall mean any proprietary information received by the [Ethics Advisor] from a NEUTRAL4GS Partner whether orally, in writing, or in electronic or any other form.

2. The [Ethics Advisor] hereby undertakes from the date of signature and until five (5) years after the end of the Project to keep strictly confidential all Confidential Information received by it hereunder with the same degree of care as is used with respect to the [Ethics Advisor] own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care, and neither disclose Confidential Information received by it hereunder to third parties nor use it for any purpose other than the above-mentioned Purpose without the prior written permission of the Disclosing Party.

The [Ethics Advisor] shall not, except as and to the extent required to enable it to carry out the Purpose, make any copies or reproduce the disclosed Confidential Information except copies of electronically exchanged Confidential Information made as a matter of routine information technology backup (cf. Section 6 below). Such copies or reproductions shall be subject to the terms of this NDA. The [Ethics Advisor] shall take such steps as are reasonably necessary to restrict access to and protect the confidentiality of such copies or reproductions of the NDA.

3. The foregoing obligations shall not apply to any Confidential Information which

- a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the [Ethics Advisor]; or
- b) was known to the [Ethics Advisor] prior to disclosure hereunder without any obligation of confidentiality to the Disclosing Party, as proven by the written records of the [Ethics Advisor]; or
- c) is disclosed to the [Ethics Advisor] by a third party who, to [Ethics Advisor's] best knowledge, is in lawful possession thereof and under no obligation of confidentiality to the disclosing Party or any other third party; or
- d) was developed by the [Ethics Advisor] completely independently of any disclosure of Confidential Information hereunder as proven by the written records of the [Ethics Advisor].

The [Ethics Advisor] may disclose Confidential Information received hereunder if the [Ethics Advisor] is required to do so by any final ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to the Disclosing Party so as to give the Disclosing Party an opportunity to seek a protective order or equivalent or to obtain a written assurance from the competent judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under the applicable law or regulation, and provided further that the [Ethics Advisor] uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially. Confidential Information which is disclosed in such a manner must be marked "Confidential".

4. The [Ethics Advisor] shall not make any publicity on, press release of or any reference to this NDA, to the NEUTRAL4GS Partners or Confidential Information received hereunder:

5. This Confidentiality Undertaking shall come into force upon signature by the [Ethics Advisor] and the Coordinator.

6. The Disclosing Party may at its discretion request at any time in writing from the [Ethics Advisor] that the [Ethics Advisor] either return or destroy all Confidential Information received from such Disclosing Party and stored electronically and/or on record-bearing media as well as any copies thereof. The [Ethics Advisor] shall confirm in writing such destruction or return the Confidential Information as well as any copies thereof to the Disclosing Party within fourteen (14) days after receipt of the Disclosing Party's request. The provisions of Article 6 para. 1 hereof shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the [Ethics Advisor] according to provisions of mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

7. No license to the [Ethics Advisor], under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the conveying of Confidential Information to the [Ethics Advisor]. None of the Confidential Information disclosed shall constitute any representation, warranty, assurance, guarantee or other inducement to the [Ethics Advisor] of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights, or other rights of third parties.

8. This NDA may not be modified or amended except by written amendments duly executed by the Parties. This requirement of written form can only be waived in writing.

9. This NDA shall be construed and interpreted in accordance with the laws of Belgium, excluding its rules for choice of law.

10. All disputes directly arising under this NDA, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels, Belgium.

The foregoing shall be without prejudice to the right of any NEUTRAL4GS Partner to seek injunctive relief or other non-monetary relief before any court in any place where any unauthorised use of its Confidential Information occurs or threatens to occur.

This NDA may be executed in any number of counterparts by either handwritten signatures, including the exchange of scanned representations of handwritten signatures, or e-signatures. By using e-signature to sign this NDA the Parties acknowledge that execution in this manner creates binding contracts between the Parties.

Signature page will follow.

[Date and Place]

Aarhus Universitet

Signature(s)

Name(s)

Title(s)

[Date and Place]

[Ethics Advisor]

Signature(s)

Name(s)

Title(s)

Attachment 6: Consortium Plan Budget and Coordination costs

Budget distribution per partner, based on the Exchanges in the GA

Beneficiary	A1 top-up allowance	A5 Special needs allowance	B1 Research, training & networking	B2 Management & indirect costs	Total	Units
AU	62.100,00	-	35.100,00	27.000,00	124.200,00	27
TUL	46.000,00	-	26.000,00	20.000,00	92.000,00	20
IRIDRA	18.400,00	-	10.400,00	8.000,00	36.800,00	8
UAverio	55.200,00	-	31.200,00	24.000,00	110.400,00	24
ARib	6.900,00	-	3.900,00	3.000,00	13.800,00	3
RMUTT	55.200,00	-	31.200,00	24.000,00	110.400,00	24
UTP	52.900,00	-	29.900,00	23.000,00	105.800,00	23
UMP	73.600,00	-	41.600,00	32.000,00	147.200,00	32

Total	370.300,00	-	209.300,00	161.000,00	740.600,00	161
--------------	-------------------	----------	-------------------	-------------------	-------------------	------------

- The management budget is established to cover the coordination costs of the Project, and it is quantified in **EURO 74.060,00**.

- Beneficiary/Associated Partner Name	- Contribution
- AU	- 12.420,00
- TUL	- 9.200,00

– IRIDRA	– 3.680,00
– UAverio	– 11.040,00
– ARib	– 1.380,00
– RMUTT	– 11.040,00
– UTP	– 10.580,00
– UMP	– 14.720,00
–	– 74.060,00

- For the avoidance of doubt, the Parties hereby agree that, if necessary, their contribution indicated in the table above can be reviewed.
- When transferring the contribution received by the Funding Authority to the Parties, the Coordinator will withhold a percentage of each Party's total contribution to the management budget.