Consortium Agreement

[IgG4-TREAT]

Version [4] – [19.07.2023]
Based on DESCA – Model Consortium Agreement for Horizon Europe
AP Version 1
July 2023

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as "Horizon Europe Regulation"), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on 01. September 2023, hereinafter referred to as the Effective Date

BETWEEN:

1. Medizinische Universitaet Wien (MUW), with legal address Spitalgasse 23, 1090 Vienna, Austria, the Coordinator

2. Institut national de la santé et de la recherche médicale (INSERM), with legal address 101 Rue de Tolbiac, 75654 , Paris CEDEX 13, France

3. University- Hospital- Schleswig-Holstein (UKSH), represented by the Executive Board, which is represented by the CEO Prof. Dr. Dr. h. c. mult. Jens Scholz and CFO Peter Pansegrau, Executive Department, Institute of Clinical Chemistry (Central Laboratory), with legal address Arnold-Heller-Straße 3, 24105 Kiel, Germany

4. Academisch Ziekenhuis Leiden (LUMC), also acting under the name of Leiden University Medical Center, with legal address Albinusdreef 2, 2333 ZA, Leiden, the Netherlands

5. Istanbul Universitesi (IU), with legal address Istanbul Universitesi Center Campus Beyazit Eminonu 34452 Istanbul, Türkiye

6. Stichting Sanquin Bloedvoorziening (Sanquin), with legal address Plesmanlaan 125, 1066 CX, Amsterdam, the Netherlands

7. Charité University Berlin (CUB), with legal address Charitéplatz 1, 10117 Berlin, Germany

8. Maastricht University (UM), with legal address Minderbroedersberg 4-6, 6211 LK Maastricht, the Netherlands

9. Tzartos NeuroDiagnostics (TND), with legal address Eslin 3, Ampelokipoi, Athensj, Greece

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

1. National and Kapodistrian University of Athens (NKUA), with legal address 6 Christou Lada Str, 10561, Athina, Greece

2. Hellenic Pasteur Institute (HPI), with legal address 127 Vasilissis Sofias Avenue, 11521 Athens, Greece

3. Fondazione Istituto Neurologico Nazionale Casimiro Mondino (FMPV), with legal address Via Mondino 2, 27100 Pavia (PV), Italy

4. Kiel University (CAU), with legal address Christian-Albrechts-Platz 4, 24118 Kiel, Germany

5. Azienda Ospedaliero Universitaria Pisana (AOUP), with legal address Via Roma n. 67 56126 Pisa, Italy

6. University of Amsterdam (UvA), with legal address Spui 21, 1012 WX Amsterdam, the Netherlands

7. Sorbonne Université (SU), represented by Nathalie DRACH-TEMAM duly authorized for the purposes of the present, with legal address 21 rue de l'Ecole de Médecine, 75006 Paris, France

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

hereinafter Beneficiaries and Associated Partners, jointly or individually, referred to as “Parties” or ”Party”

relating to the Action entitled

Systematic study of IgG4-autoimmune diseases to develop new treatment strategies

in short

IgG4-TREAT

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 Supervisory Board.
"Granting Authority"
means the body awarding the grant for the Project.
"Defaulting Party"
Defaulting Party means a Party which the Supervisory Board has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.
"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.

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.
This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.
An entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.
However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.
If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated,
- a Beneficiary's participation in the Grant Agreement is terminated, or
- an Associated Partner fails to secure funding from its national funding authority, if such funding is available to the Associated Partner.

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 Supervisory Board 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 each Beneficiary 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 and promptly correct any error therein of which it is notified. Each Party shall not knowingly make available to other Parties any information or materials where such provision violates third party rights.
The Parties agree that all transfers of materials in the frame of the Project shall be governed by a separate Material Transfer Agreement. In any case, any IgG4-TREAT Material Transfer

Agreement shall always be subject to this Consortium Agreement, including without limitation Article 8.1.

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). 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)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- General 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 26,400 €.

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. Specifically, the Associated partners HPI and NKUA agree with the partner TND that TND will transfer to each of the two Associated partners the 1/3 of the budget it will receive for Research, training and networking contribution and for Management and indirect contribution, i.e. total 26,400 € to HPI and 26,400 € to NKUA.

4.3 Breach

In the event that the Supervisory Board identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Supervisory Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.
If such breach is substantial and is not remedied within that period or is not capable of remedy, the Supervisory Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

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.
If a transfer of personal data is required or necessary and one of the Parties/several Parties is/are based in countries outside the European Economic Area or in a country that does not offer an adequate level of protection according to the General Data Protection Regulation, the processing should be carried out in accordance with the safeguards of Article 46 (2) (c) GDPR. The standard contractual clauses for the transfer of personal data from the European Union to third countries (controller to processor transfers) could be concluded between the respective Party/Parties and the Coordinator, on behalf of the Consortium.

4.6
Each Party shall comply with all applicable laws and regulations, including those governing health and safety, data protection, and where relevant, the use of human or animal subjects and good clinical practice (including national legislation implementing the Parliament's Directive 2001/20/EC on good clinical practice).
Each Party shall, if applicable, secure all necessary approvals from the relevant research ethics committees or Institutional Animal Care and Use Committee before undertaking any part of the Project requiring ethics committee or Institutional Animal Care and Use Committee approval and shall, if required, obtain properly signed informed consent and acknowledgement forms from any human subjects or their legal guardians who they will involve in the Project, even the consent for transferring the collected data and materials.

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 (or its entities under the same control) under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Therefore,

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

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
A 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 their general aggregate liability towards the other Parties collectively shall be limited to 26.400 €.
A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.
Each Party will notify the Supervisory Board of any Force Majeure without undue delay describing the Force Majeure event, its anticipated duration and use reasonable efforts to resume performance as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Supervisory Board.

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

6 Governance structure

6.1 General structure

The organisational structure of the consortium shall comprise the following Consortium Bodies:
The **Supervisory Board** 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.
The **IP and Exploitation Committee** will develop a dissemination, exploitation and communication plan.

6.2 Members

The Supervisory Board 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 Supervisory Board, unless decided otherwise by the Supervisory Board.
The Parties agree to abide by all decisions of the Supervisory Board.
This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, 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 Supervisory Board (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 Supervisory Board:

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 Supervisory Board at least once every three 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 14 calendar days preceding an ordinary meeting and 7 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 Supervisory Board the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6

Meetings of the Supervisory Board will primarily be held by tele- or videoconference or another 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 Supervisory Board a written (even via email) 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 simple majority (at least 51 % of the votes cast) of all Members of the Supervisory Body that are allowed to vote and have replied by the end of the deadline in writing (even via email) to the Coordinator.

The Coordinator shall inform all the Members of the outcome of the vote.
A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.
The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.3.4 Voting rules and quorum

6.3.4.1

With reference to clause **Error! Reference source not found.** below, the Supervisory Board 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 Supervisory Board shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.3.4.2

Each Member present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the Supervisory Board according to Section 6.2.
A Party which the Supervisory Board has declared according to Section 4.3 to be a Defaulting Party may not vote nor shall its presence account for the necessary quorum. The Coordinator may not vote on decisions regarding a proposal to the European Commission for a change of the Coordinator.

6.3.4.3

Decisions shall be taken by a simple majority vote (at least 51% of the votes cast) 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 Supervisory Board may exercise a veto with respect to the corresponding decision or relevant part of the decision. The exercise of the veto shall be supported by a written justification by the Party exercising such veto. The justification will be made available to all Parties.
However, Associated Partners are excluded from vetoing in respect of certain decisions of the Supervisory Board according to Section 6.2.

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 10 calendar days of the meeting.

6.3.6.2

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

6.3.6.3

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

6.3.7 Decisions of the Supervisory Board

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

All members of the Supervisory Board will support the Coordinator with the IgG4-TREAT consortium’s management, training and dissemination activities.

Members of the Supervisory Board who are not normally authorised to address some or all of the matters listed below without receiving advice from their institution, shall ensure that they consult with their institution's legal office prior to participating in any vote, upon receiving the meeting agenda.

Regarding the organization of consortium- related events (such as the network meetings), the Coordinator will receive support from the beneficiaries that are located in the country of the event (specifically in the selection of venue, transport and catering and the organization of the visit with industry partners and any sightseeing activities).
The following tasks and decisions shall be taken by the Supervisory Board:
Content, finances and intellectual property rights

- Progress monitoring: The WP leaders will report on the scientific progress in their WPs in the meetings. If required, the Supervisory Board will organize the project re-orientation and budget reallocation. The decisions will be taken by consensus.
- Major scientific advances in the consortium will be identified, and decisions on the dissemination, public outreach and potential for commercial exploit will be evaluated. In case of Results that may be used for commercial exploit, the IP and Exploitation Committee will be informed.
- Agreement/Decision on a Development of a Dissemination, exploitation and communication plan (DECP) , to be developed by the IP and Exploitation Committee
- Development / agreement on a Data management plan (DMP)
- 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)

Training

- Evaluation of research progress: The training and research progress of the individual PhD students will be evaluated by the Supervisory Board in form of written and oral reports by the PhD students at the network meetings.
- The quality of the training activities will be monitored by anonymous evaluation reports on every training activity from the PhD students that are collected by the Supervisory Board via the researcher representative. In case the feedback from the reports indicate a low quality of a training unit/module, the Supervisory Board will discuss and seek advice from the EAG to identify solutions and adapt the training program accordingly.

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, if necessary, of:

- External Advisory Group Members
- A gender and diversity representative
- Research committee members

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

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 Supervisory Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.
- Mediate in conflicts between members of the consortium

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

6.4.3

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

6.4.4

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

6.4.5

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

6.5 IP and exploitation committee (IP committee):

The IP committee will be chaired by the Coordinator and consist of one supervisor from each beneficiary, the EAG, the gender and diversity representative and representatives of the IP offices from each beneficiary. The IP committee will generate a Dissemination, exploitation and communication plan (DECP) and meet online every six months or when necessary upon major scientific advances. Upon conflict, potential solutions will be identified by discussion, and a decision will be arrived at by a simple majority vote, under the prerequisite that all involved parties regarding the issue (e.g. representatives from every involved beneficiary) are present. All Project Results will be assessed by the IP committee for protection of IP and, when appropriate, protected before any public dissemination can take place. The IP committee will discuss project results, determine IP owners of project results based on the rules as laid down in Consortium Agreement and licensing arrangements and decide on relevant protection activities for all IPs (e.g. patents, copyrights). To maximise use of each exploitable result by the end of the project, the IP committee will develop appropriate exploitation plans with the following elements: (i) Identify, and evaluate possible applications of IP, (ii) SWOT analysis of IP asset versus target market, (iii) Preliminary investigation into market interest from industry network; (iv) Valuation following from SWOT analysis and investigation; (v) Optimal route to market and associated time frame.

7 Financial provisions

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

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Beneficiary that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its units/actual duly justified eligible costs only.
A Beneficiary that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Excess payments

A Beneficiary has received excess payment

a) if the payment received from the Coordinator exceeds the amount declared or

b) if a Beneficiary has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement. Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The Supervisory Board decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.7.

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

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

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

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

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

7.2.2

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., Article 7 of the Grant Agreement and Attachment 8 of this Consortium Agreement following this payment schedule:
Shared consortium budget
The beneficiaries have already agreed that a portion of the 'Management and Overheads' and the "Research, training and networking" budget will be allocated to Coordinator to cover the project management costs and the financing of joint training and networking activities. This budget is named the "Shared consortium budget".
The shared consortium budget of EUR 216,000,-- (10 x EUR 21,600,--) will be spent as follows:

1. EUR 108,000,-- derived primarily from the research, Training and Network costs budget, will be used to pay for cost of the network meetings, trainings and industry internships of the researchers.

2. EUR 108,000,-- derived primarily form the Management and indirect contribution budget, will be used to cover the salary of a project manager/accountant who will be employed for 20h/week at

the institution of the coordinator. Estimated cost: EUR 35,000,-- annually for 20h/week = EUR 105,000,--. The remaining EUR 3,000,-- are reserved for cost associated with the consortium website. (webspace, development, hosting). 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.

From each beneficiaries' budget, the cost for the Shared consortium budget will be subtracted from the sum that is paid to each beneficiary.

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

8.2 Joint ownership

Joint ownership is governed by Grant Agreement, 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.

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 Supervisory Board.

8.3.4

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

8.3.5

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

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 Article17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.
Any planned publication shall be provided to the other Parties at least 45 calendar days before the 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 receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

a) the protection of the objecting Party's Results or Background would be adversely affected, or

b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or

c) the proposed publication includes Confidential Information of the objecting Party.

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

8.4.2.3

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

8.4.2.4

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

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.
In accordance with scientific customs, the Party's contributions will be expressly reflected in all written or oral public disclosures concerning Results by acknowledgment or co-authorship, as appropriate. An appropriate reference to the Granting Authority support must be included in all such disclosures and publications in accordance with the Grant 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.

8.4.6 Acknowledgement of national funding

If a publication or other dissemination activity requires acknowledgment of funding by the Granting Authority under Article 17 of the Grant Agreement, and the publication or other dissemination activity includes Results generated solely or jointly with the Associated Partner, where applicable, an acknowledgement of national funding to be provided by the Associated Partner shall be included.

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 Supervisory Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.
For avoidance of doubt, under no circumstances should the withdrawal of any Background impair the implementation of the Project.

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 agreement between the concerned Parties.
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 agreement between the concerned Parties.

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 Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.
Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.
Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.
Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.
Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

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

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 Supervisory Board 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 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 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 External Expert Advisory Board agreed under Section 6)
- Attachment 6 (Template for Secondment Agreement)
- Attachment 7 (Consortium Plan Budget)

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 with acknowledgement of receipt.

11.4 Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.
Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 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, 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.
Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.
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.

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.

Medizinische Universitaet Wien

Signature(s) [redacted]

Name(s) DI Dr. Michaela Fritz

Title(s) Vice-Rector for Research and Innovation

Date 28.07.2023 [redacted]

Institut national de la Santé et de la Recherche Médicale
Signature(s)
Name(s) Camille CHAUDONNERET
Title(s) Déléguée Régionale Paris-IDF Centre Es

University Hospital Schleswig-Holstein [redacted]

Name(s) PD Dr. Leypoldt

[redacted]

Leiden University Medical Center
Signature(s) 

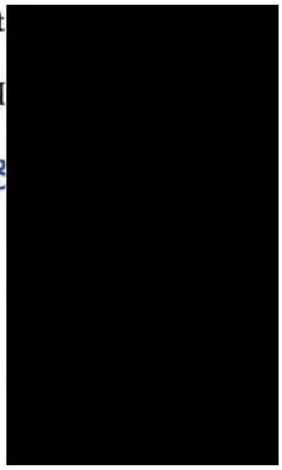
Name(s) M. D. B
Title(s) Managing Director Division 4
Date: July 19, 2023

Istanbul Universitesi
Signature(s)
Name(s) Prof. Dr. Mustafa Oral ÖNCÜL
Title(s) Vice-Rector
Date 24.07.2023

Stichting Sanquin Bloedvoorziening
Signature(s)
Name(s) Prof Dr Gerald de Haan
Title(s) Director Research, member of the Executive Committee
Date 20-07-2023

Charité University Berlin
Signature(s) [redacted]
Name(s) Prof. Dr. Harald Prüß
Title(s) Director of Experimental Neurologie
Date 25-07-2023

Maastricht Universit
Signature
Name Prof. Dr. A.M
Title Dean
Date 6-9-'23



Tzartos N
Signature

Name: Prof. Socrates
Title: CEO
Date: 25/7/2023

National and Kapodistrian University Athens
Signature(s)

Name(s) Professor Nikolaos Voulgaris,

Title(s) President of the Research Committee, National and Kapodistrian University of Athens, Vice Rector of Research and Lifelong Learning Name(s)

Hellenic Pasteur Institute
Signature(s)
Name(s) Dr Efstathios S. Gonos
Title(s) General Director
Date

Fondazione Istituto Neurologico Nazionale Casimiro Mondino IRCCS
Signature(s)
Name(s) Dott. Gianni B
Title(s) General Directo
Date 11 OTT. 2023

[redacted]

[redacted]

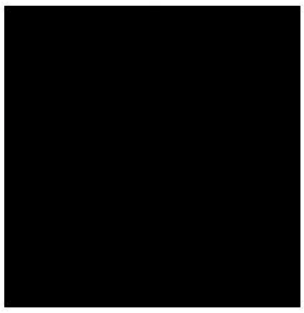
Kiel University (Christian-Albrechts-Universität zu Kiel – CAU)
Signature(s)

[redacted]

Name: Dr. Katja Barth
Title Head of Research Affairs
Date 9. 10. 2023

Azienda Ospedaliero Universitaria Pisana
Signature(s)
Name(s) Dott. ssa Silvia Briani
Title(s) General Director
Date

University of Amsterdam
Signature(s)
Name(s) Prof. dr. Michel Haring
Title(s) Director UVA/SILS
Date 28/8/2023



Sorbonne Université
Signature(s)
Name(s) Nathalie DRACH-TEMAM
Title(s) President of Sorbonne Université
Date 10/10/2023

Attachment 1: Background included

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

PARTY 1
As to Medizinische Universitaet Wien, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Medizinische Universitaet Wien is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 2
As to Institut Nationale de la Santé et de la Recherche Médicale, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Institut Nationale de la Santé et de la Recherche Médicale is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 3
As to University- Hospital- Schleswig-Holstein, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of University- Hospital- Schleswig-Holstein is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 4
As to Academisch Ziekenhuis Leiden, it is agreed between the Parties that, to the best of their knowledge the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	**Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section**	**Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section**

	"Access rights to background and results for implementing the Action")	**"Access rights for exploiting the results")**
Expertise on the disease pathogenesis of myasthenia gravis, Lambert-Eaton myastenic syndrome and in particular MuSK myasthenia gravis and neuromuscular junction physiology. Several cell based in plate and in vivo models, developed to study these diseases and potential novel treatments. A biobank with MuSK myasthenia gravis, AChR myasthenia gravis, Lambert-Eaton myasthenia gravis and pemphigus PMBC and knowledge on IgG4 and the immunobiology of IgG4 autoimmune diseases. A broad range of patient sera, plasma, purified IgG(4) and patient data. A non-exhaustive summary of further work and expertise can be extracted from the following publications: huijbers mg - Search Results - PubMed (nih.gov)	Subject to Section 9, this Background will be accessible royalty-free strictly on a need-to know-basis for the purpose of the work plan as defined in the Consortium Plan for the duration of the Project.	Restricted Access by default. Subject to Section 9, specific conditions under which Access rights for exploiting Results will be granted could be set in a separate agreement by the relevant parties.

PARTY 5

As to Istanbul Universitesi, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Istanbul Universitesi is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 6
As to Stichting Sanquin Bloedvoorziening, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Stichting Sanquin Bloedvoorziening is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 7
As to Charité University Berlin, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Charité University Berlin is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 8
As to Maastricht University, it is agreed between the Parties that, to the best of their knowledge the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	**Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")**	**Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")**

Expertise on the disease pathogenesis of AChR myasthenia gravis, and in MuSK myasthenia gravis and neuromuscular junction physiology. As well as expertise in the thymus. As well in the development of new animal models of autoimmunity and the use of novel treatment strategies for these disorders. Several cell based in plate and in vivo models, developed to study these diseases and potential novel treatments. Monoclonal antibody sequences from AChR MG patients have been isolated and characterized. This involved development of novel methods to isolate these cells and to generate stable cell lines. Novel models for AChR MG have been developed to use these antibodies and 1 patent are describing the use of such antibodies for the treatment of neuromuscular disorders 200706825520070682 55 A biobank with thymus tissue from	Subject to Section 9, this Background will be accessible royalty-free strictly on a need-to know-basis for the purpose of the work plan as defined in the Consortium Plan for the duration of the Project.	Restricted Access by default. Subject to Section 9, specific conditions under which Access rights for exploiting Results will be granted could be set in a separate agreement by the relevant parties.

AChR myasthenia gravis, with and without thymoma, PMBC and knowledge on IgG 1 and IgG4 and the immunobiology of IgG4 autoimmune diseases. A broad range of patient sera, plasma, purified IgG(4) and patient data. A non-exhaustive summary of further work and expertise can be extracted from the following publications: Martinez-Martinez P mg - Search Results - PubMed (nih.gov)		

PARTY 9

As to Tzartos NeuroDiagnostics, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Tzartos NeuroDiagnostics is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 10

As to National and Kapodistrian University of Athens, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the National and Kapodistrian University of Athens is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 11

As to Hellenic Pasteur Institute, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Hellenic Pasteur Institute is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to

background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 12
As to Fondazione Istituto Neurologico Nazionale Casimiro Mondino, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Fondazione Istituto Neurologico Nazionale Casimiro Mondino is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 13
As to Kiel University, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Kiel University is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 14
As to Azienda Ospedaliero Universitaria Pisana, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Azienda Ospedaliero Universitaria Pisana is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 15
As to University of Amsterdam, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the University of Amsterdam is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").
This represents the status at the time of signature of this Consortium Agreement.

PARTY 16
As to Sorbonne Université, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Sorbonne Université 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]

For Inserm : Inserm Transfert – PariSanté Campus – 10 rue d'Oradour-sur-Glane – 75015 Paris - France

Attachment 5: NDA for External Expert Advisory Board agreed under Section 6

This Agreement is executed by and between:

All the Partners having adhered to the IgG4-TREAT Consortium Agreement ("Consortium") for the performance of the Project entitled "Systematic study of IgG4-autoimmune disease to develop new treatment strategies" ("Project") represented by the Coordinator Medizinische Universitaet Wien, Spitalgasse 23, 1090 Wien, Austria

In its capacity as the Coordinator of the Consortium

Duly authorised for the purpose hereof by the Consortium upon signature of the IgG4-TREAT Consortium Agreement dated [effective date]

Hereinafter referred to as "Discloser"

And
…….. [full name of the person or institution]

Hereinafter referred to as "Recipient"

Hereinafter collectively referred to as "Parties" and individually as "Party".

Whereas the Coordinator acting on its behalf and on behalf of the Partners may provide the external persons with some relevant information regarding the Project (the Information), which can be considered as confidential. For the avoidance of doubt, the provisions for Dissemination of another Partner's unpublished Results or Background provided for in Section 8.4.3 of the IgG4-TREAT Consortium Agreement[1] remain applicable to any such disclosure by the Coordinator on behalf of the consortium.

The Discloser and the Recipient have agreed to the following terms and conditions established in this Confidentiality Agreement (the "Confidentiality Agreement"):

1.1 Any Information provided by the Discloser orally or in written form shall at all times be and remain the property of the Discloser and/or the Partners, and shall be used by the Recipient for the sole purpose of generating advisory reports relating to the project ("the Purpose").

1.2 The Confidential Information shall at all times be held in strict confidence and under conditions of secrecy, and shall not, without the prior written consent of the Discloser, be disclosed or used for any purpose other than for the Purpose, be disclosed to any third party or used for the benefit of any third party.

1.3 The provisions of Clause 1.2 shall not apply to any information:

(a) which, at the time of receipt, is in the public domain;
(b) which, after receipt becomes part of the public domain by publication or otherwise by lawful and proper means;
(c) which can be established by documentary evidence was in the Recipient's possession prior to receipt from the Discloser, and was acquired with free rights of disposal directly or indirectly from a source wholly independent of the Discloser;
(d) which can be established by documentary evidence was independently developed by team of the Recipient who had no knowledge of the information disclosed hereunder;
(e) which was subsequently received from a third party with good legal title thereto.

1.4 Access to Confidential Information shall be restricted by the Recipient to the minimum number of employees and colleagues necessary for the Purpose herein, and such employees and colleagues shall be made aware that the information is confidential, and shall be bound by confidentiality obligations at least as strict as those contained herein.

1.5 Upon completion of the Purpose and in absence of any further written agreement with the Discloser, information, which is in tangible form, shall be promptly returned to the Discloser, except for one copy , to the extent necessary an only if such retainment is necessary in legal files for the sole purpose of determining continuing legal obligations hereunder. Such return shall not affect the obligation under Clause 1.2 to keep information confidential.

1.6 Nothing in this Confidentiality Agreement shall be construed as placing the Discloser under any obligation to grant future rights to Information in any subsequent agreement or as a grant of any right whatsoever (under a licence or any other way), in particular to substances, inventions, creations, results or discoveries this Confidential Information relates to, which may or may not be covered by an intellectual property right. Likewise for author's rights or any other rights attached to the literary and artistic proprietary (copyright) trademarks or trade secrets. In particular, the Recipient undertakes not to file any patent application, directly or indirectly, or any other industrial property rights, which include or implement all or part of the Discloser's Confidential Information or which refer to it. It also undertakes not to file any patent application, or any other industrial property rights to any results obtained during the Project.

1.7 This Confidentiality Agreement may be terminated ipso jure by either Party, at any time and for any reason, subject to a thirty (30) days' notice given by registered letter with acknowledgement of receipt, the other Party not being entitled to claim any form of compensation.
Anticipatory termination of this Confidentiality Agreement shall not discharge the Parties from their obligations as regards the use, disclosure and protection of the received Confidential Information, nor shall it alter the scope thereof; these obligations remain in force for the term specified in clause 1.9.

1.8 Recipient declares that its organisation is NOT subject to a conflict of interest in connection with this grant and will notify the Coordinator — without delay — of any situation which could give rise to a conflict of interest

1.9 This Confidentiality Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and shall not be modified, except by written mutual agreement.

1.10 This Confidentiality Agreement takes effect from the date of signature, and shall be governed by the laws of Belgium. Any dispute in connection with the existence, validity, interpretation or performance of the Confidentiality Agreement that the Parties are unable to resolve out of court within two (2) months of the earliest petitioner serving notice on the other Party shall be settled by the competent court of Belgium. The confidentiality obligations shall expire five (5) years after the final payment.

Done in two (2) original copies.

Recipient of Confidential Information

I, the undersigned, by my signature, agree to the above terms and conditions.

Signature

Name (print or type)

Place

Date

Discloser of Confidential Information, the Coordinator, [INSERT FULL NAME OF COORDINATING PERSON], on behalf of and representing the Parties of this Project:

Signature

Name (print or type)

Place

Date

[OR if the Parties agree to use the certified electronic signature via DocuSign
IN WITNESS WHEREOF, the Parties explicitly agree to execute this Agreement by way of an electronic signature and agree this shall constitute a valid and enforceable agreement between the Parties. The present Agreement is made in an electronic pdf-version (using DocuSign) which shall be electronically signed by each party. Each Party hereby acknowledges receipt of the e-signed Agreement, electronically signed for approval by the Parties. Executed by their duly authorized representatives.

[INSERT NAME OF PARTY]
Signature(s)]

Attachment 7: Template for Secondment Agreement

Template IgG4-TREAT Secondment Agreement

Note: Each IgG4-TREAT Beneficiary and Associated Partner is responsible for ensuring their compliance with the provisions of the Grant Agreement and Consortium Agreement, as well as for the protection of their own (and other partners') Results and Background. This template provides a possible basic structure of an agreement your organisation may wish to conclude with an Associated Partner which intends to host a seconded Researcher, however it cannot foresee all possible situations and IPR issues that may be relevant to your situation. As such, this document is provided without any express or implied warranty as to its suitability. If you have any specific concerns, please refer to the IgG4-TREAT Grant Agreement, the Consortium Agreement or contact the Coordinator for advice. The Associated Partner may also wish to supplement this agreement with a separate bilateral agreement with the Researcher.

This agreement is made between:
[YOUR INSTITUTION NAME] (hereinafter indicated as [YOUR INSTITUTION short name] or Seconding Entity) established in [YOUR INSTITUTION LEGAL ADDRESS] and [HOSTING ENTITY or ASSOCIATED PARTNER NAME], hereinafter indicated as [YOUR INSTITUTION short name] or Host Entity established in [SECONDING ENTITY'S LEGAL ADDRESS]
Definitions:
Researcher: is a researcher in the first four years (full-time equivalent) of their research activity, including the period of research training.
Secondment: means a period during which a Researcher is hosted by an entity (Host Entity) other than his/her employing institution (Seconding Entity).
Secondment Plan: The detailed plan of activities to be carried by the Researcher in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan (Attachment 5 to the Consortium Agreement)
The Seconding Entity agrees to the placement of [INSERT NAME OF Researcher] with INSERT HOSTING PARTY] or ASSOCIATED PARTNER short name] as a seconded Researcher within the framework of the "IgG4-TREAT Marie Skłodowska-Curie Action", for 100% full time equivalent on the following conditions:

1. Effective Date: [INSERT START DATE]

2. Period of agreement: [INSERT END DATE]

3. Services

During the period of the secondment the Researcher will undertake the role of [……] and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Host Entity in [INSERT NAME OF PLACE] and the Researcher will reside in that country.
The Host Entity will provide the facilities necessary for the Researcher to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

4. Fees

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

5. Finance arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement. In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the Researcher. The Researcher will not receive any other incomes than those received from the [YOUR INSTITUTION SHORT NAME] for the activities carried out in the framework of this agreement.

6. Terms and Conditions

The Researcher shall at all times remain subject to the terms and conditions under his/her contract with the Seconding Entity. The Researcher will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to its appointment of the Researcher. Any current pension arrangements of the Researcher will remain unchanged.
This Agreement shall be governed by Host Entity country's law and the Researcher's and Host Entity consent to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement.
The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
The secondment is subject to the Researcher being and remaining eligible to be appointed in the seconding country and is subject to the Researcher obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country's immigration rules.
While the Host Entity is supporting this placement, the Researcher shall be under the day-to-day control of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.
The Researcher must devote him/herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.
The Host Entity agrees to provide the Researcher with [INSERT NUMBER] days leave per annum, pro rata to the full-time entitlement of [INSERT NUMBER] days annual leave per annum as per the beneficiary's terms of conditions of employment. In addition, the Researcher will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.
The Host Entity will ensure that the Researcher enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will provide health, safety and accident insurance coverage or equivalent for the Researcher as required by law.
The beneficiary shall not be liable to the Host Entity in respect of any loss or damage suffered by the Associated Partner arising out of or relating to the Services provided under this Agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the Researcher's appointment at the Host Entity prior to the expiry date.
The Host Entity shall indemnify the beneficiary against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the beneficiary in settling, contesting or dealing for the same) resulting from any breach by the Host Entity of its obligations under this Agreement.
The beneficiary shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Host Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the Researcher and other persons who may also be affected. The beneficiary shall furthermore not be liable for any loss or damage suffered by any

party arising out of or relating to the Researcher's failure to fully meet his/her responsibilities under the relevant national laws and/or regulations applying to the beneficiary.

7. Additional Remarks

Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the IgG4-TREAT Grant Agreement.
Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the Researcher at the Seconding Entity.
period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see 'Termination' below) but shall be specifically reviewed in [INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT].
Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the beneficiary and Host Entity prior to initiation or amendment.

8. Termination

This Agreement shall be terminated if the Researcher's appointment by the beneficiary is terminated for whatever reason.
Either the beneficiary or the Host Entity may terminate this agreement before the end of the period with three months' notice in writing to the other party.
At the end of the Agreement the scientist in charge will resume the full duties of the post of the Researcher for the [INSERT NAME OF DEPARTMENT] at the Seconding Entity.

9. Signatures

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the Researcher.
Signed……. Date:
Stamp:
NAME
JOB TITLE
For and on behalf of the [INSERT NAME AND ADDRESS OF SECONDING ENTITY]
Signed…….. Date:
Stamp:
NAME
JOB TITLE
For and on behalf of the [INSERT NAME AND ADDRESS OF HOST ENTITY]
Read and agreed:
Signed…… Date:

Attachment 8: Consortium Plan Budget

	Researcher Unit Cost				Institutional Unit Cost				Totals	
Beneficiary	Person-Months	A.1 Living allowance	A.2 Mobility allowance	A.3 Family allowance	B.1 Research, training and networking contribution	Retained from B1 at MUW for Shared consortium budget	B.2 Management and indirect contribution	Retained from B2 at MUW for Shared consortium budget	Total	Total minus retained
MUW	72	260,222.40 €	43,200.00 €	35,640.00 €	115,200.00 €	21,600.00€	86,400.00 €	21600.00€	540,662.40 €	497.462,40 €
INSERM	36	142,473.60 €	21,600.00 €	17,820.00 €	57,600.00 €	10,800.00€	43,200.00 €	10,800.00€	282,693.60 €	261.093,60 €
UKSH	36	120,319.20 €	21,600.00 €	17,820.00 €	57,600.00 €	10,800.00€	43,200.00 €	10,800.00€	260,539.20 €	238.939,20 €
LUMC	36	134,150.40 €	21,600.00 €	17,820.00 €	57,600.00 €	10,800.00€	43,200.00 €	10,800.00€	274,370.40 €	252.770,40 €
IU	36	78,948.00 €	21,600.00 €	17,820.00 €	57,600.00 €	10,800.00€	43,200.00 €	10,800.00€	219,168.00 €	197.568,00 €
Sanquin	36	134,150.40 €	21,600.00 €	17,820.00 €	57,600.00 €	10,800.00€	43,200.00 €	10,800.00€	274,370.40 €	252.770,40 €
Charite	36	120,319.20 €	21,600.00 €	17,820.00 €	57,600.00 €	10,800.00€	43,200.00 €	10,800.00€	260,539.20 €	238.939,20 €
UM	36	134,150.40 €	21,600.00 €	17,820.00 €	57,600.00 €	10,800.00€	43,200.00 €	10,800.00€	274,370.40 €	252.770,40 €
TND	36	99,878.40 €	21,600.00 €	17,820.00 €	57,600.00 €	10,800.00€	43,200.00 €	10,800.00€	240,098,40 €	218.498,40 €