

Consortium Agreement

INCITE

Insect Clock Initial Training Experience

Version 3.0, 23 December 2024

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1 September 2024, hereinafter referred to as the Effective Date

BETWEEN:

BIOLOGICKE CENTRUM AKADEMIE VED CESKE REPUBLIKY VEREJNA VYZKUMNA INSTITUTE, PIC 999520108, established in BRANISOVSKA 1160/31, CESKE BUDEJOVICE 370 05, Czechia; hereinafter referred to as “**BCAS**” or the “**Coordinator**”;

INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION ET L'ENVIRONNEMENT, PIC 999993274, established in 147 RUE DE L'UNIVERSITE, PARIS CEDEX 07 75007, France; hereinafter referred to as “**INRAE**”;

JULIUS-MAXIMILIANS-UNIVERSITAET WUERZBURG, acting here as a state entity on behalf of the Freistaat Bayern, represented by the Chancellor, PIC 999853206, established in SANDERRING 2, WUERZBURG 97070, Germany, Executing Department: Chair of Neurobiology and Genetics, Prof. Dr. Christian Wegener; hereinafter referred to as “**UNI WUERZBURG**”;

UNIVERSITAT DE VALENCIA, PIC 999953019, established in AVENIDA BLASCO IBANEZ 13, VALENCIA 46010, Spain; hereinafter referred to as “**UVEG**”;

UNIwersytet Jagiellonski, PIC 999642716, established in UL GOLEBIA 24, KRAKOW 31-007, Poland; hereinafter referred to as “**JU**”;

RIJKSUNIVERSITEIT GRONINGEN, PIC 999989782, established in Broerstraat 5, GRONINGEN 9712CP, Netherlands; hereinafter referred to as “**RUG**”;

THE HEBREW UNIVERSITY OF JERUSALEM, PIC 999975038, established in EDMOND J SAFRA CAMPUS GIVAT RAM, JERUSALEM 91904, Israel; hereinafter referred to as “**HUJI**”;

UNIVERSITAET MUENSTER, PIC 999853691, established in SCHLOSSPLATZ 2, MUENSTER 48149, Germany; hereinafter referred to as “**UM**”;

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS, PIC 999997930, established in RUE MICHEL ANGE 3, PARIS 75794, France; hereinafter referred to as “**CNRS**”; public establishment with a scientific and technological vocation, a research organisation, SIREN number 180 089 013, APE code 7219 Z, represented by [REDACTED], who has delegated his signing authority to the Regional Delegate and other duly authorised representatives of the Delegation Ile-de-France Gif-sur-Yvette, situated at 1, avenue de la Terrasse, 91198, Gif-sur-Yvette, France; acting on behalf Institut des Neurosciences Paris-Saclay (UMR9197 -NeuroPSI), a joint research unit between CNRS and Université Paris-Saclay, directed by [REDACTED]

CONSIGLIO NAZIONALE DELLE RICERCHE, PIC 999979500, established in PIAZZALE ALDO MORO 7, ROMA 00185, Italy; hereinafter referred to as “**CNR**”;

UNIVERSITY OF HAIFA, PIC 999897826, established in ABBA KHUSHY BLVD MOUNT CARMEL, HAIFA 31905, Israel; hereinafter referred to as “**UH**”;

UNIVERSITAET KASSEL, PIC 999852624, established in MONCHEBERGSTRASSE 19, KASSEL 34125, Germany; represented by the president, acting for and through the department Tierphysiologie Heinrich-Plett-Straße 40, [REDACTED], Heinrich-Plett-Straße 40 34132 Kassel, Germany; hereinafter referred to as “**UNI KASSEL**”;

UNIVERSITY OF LEICESTER, PIC 999985514, established in University Rd, Leicester LE1 7RH, United Kingdom; represented by [REDACTED]; hereinafter referred to as "**UNI LEICESTER**";

hereinafter, jointly or individually, referred to as "**Parties**" or "**Party**"

relating to the Action entitled

Insect Clock Initial Training Experience

in short

INCITE

hereinafter referred to as "Project"

WHEREAS:

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

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

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

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

"Employing Associated Partner"

Employing Associated Partner means an entity that is not a party to the Grant Agreement but participates in the Project under this Agreement, the rights and obligations of the Party as contained in this Agreement shall apply to the Employing Associated Partner, but with a variation where expressly provided for the Employing Associated Partner. The Parties agree that the Employing Associated Partner shall be the following expressly mentioned entities (if a Party cooperates with another partner not expressly mentioned herein, such partner shall not have the rights and obligations of an Employing Associated Partner within the meaning of this Agreement):

- **UNI LEICESTER** (UNIVERSITY OF LEICESTER, PIC [●], established in [University Rd, Leicester LE1 7RH, United Kingdom](#));

“Consortium Body”

Consortium Body means any management body described in Section 6.1 of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the Description of the Action (Annex 1 of the Grant Agreement) and estimated budget (Annex 2 of the Grant Agreement) as defined and reallocated according to the amendments to the Grant Agreement.

“Career Development Plan”

Career Development Plan means a plan established by each recruited MSCA Fellow with his/her personal supervisor(s) comprising his/ her research objectives, the Fellow's training and career needs, including training on transferable skills, teaching, planning for publications and participation in conferences and events aiming at opening science and research to citizens. The plan, established at the beginning of the recruitment, should be revised (and updated where needed) within 18 months after beginning of the employment.

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Granting Authority”

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

“Internal Progress Report”

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

“Unit Cost Contribution”

Unit Cost Contribution means the amount allocated to each Party per work package as stated in Annex 2 of the Grant Agreement.

“Marie Skłodowska-Curie Fellow” or “Fellow”

Marie Skłodowska-Curie Fellow or Fellow means a recruited [Doctoral Candidate/ Staff] funded within the scheme of this [MSCA Doctoral Networks (DN)/ MSCA Staff Exchanges (SE).]

“Needed”

Needed means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Secondment”

Secondment means a period during which a Fellow is hosted by a Party or a Partner Organisation other than his/her employing entity.

“Software”

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

“Work Package Leader”

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

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

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

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

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

In the event that the General Assembly identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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

4.3 Involvement of third parties

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

4.4 Specific responsibilities regarding data protection

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

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

4.5 Specific responsibilities regarding reporting and implementation

4.5.1 Internal Progress Reports

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

4.5.2 Proper implementation

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

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

4.5.3 Termination reports

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

4.5.4 Consequences of non-compliance

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

4.6 Specific responsibilities for Employing Associated Partner(s)

For the avoidance of doubt, the Employing 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. Employing Associated Partner(s) must ensure its/their own funding – if any - for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Employing Associated Partner(s). The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Employing Associated Partner(s).

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

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

The Employing Associated Partner(s) collaborate(s) with 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 Employing 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 Employing Associated Partner(s).

Any Employing 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 initiated by the Employing Associated Partner or the Employing Associated Partner being declared a Defaulting Party, an Employing 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 Employing Associated Partners tasks and the costs for additional efforts necessary to implement the Project mutatis mutandis as if the Employing Associated Partner(s) were a Beneficiary to the Grant Agreement.

Moreover, an Employing Associated Partner is liable to the other Parties for any claim of the Granting Authority against them, which has led to a loss, caused by this Employing Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. The liability of an Employing Associated Partner is limited to [REDACTED] for direct damages only, except and to the extent that the claim of the Granting Authority against the other Parties is demonstrably caused by the gross negligence or willful conduct of the Associated Party in question.

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

4.7 Specific obligations with regard to the Fellow (s)

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

[Not applicable for Staff Exchange:] A personalized Career Development Plan (Attachment 6 Template of a Career Development Plan) must be established and updated in view of the needs for the research jointly by the supervisor and each recruited Doctoral Candidate. In case of joint supervision, such a plan should be established involving all supervisors.

4.8 Obligations during Secondments

It is hereby agreed that any employing Party and Hosting Party shall execute a Secondment Agreement that adheres to the principles of this clause 4.8 and handles all requisite aspects of the secondment. Secondment Agreements may not contradict the Grant Agreement and this Consortium Agreement. A possible template between Beneficiaries and between Beneficiaries and Employing Associated Partners which can be adapted by the Parties is attached to this Consortium Agreement in Attachment 8.

During any period of Secondment to a Party or a Partner Organisation, the seconded Fellow shall remain employed by the Party by which he/she was recruited.

Except as otherwise set out in this Section 4.8, the Party employing the Fellow shall be solely responsible for the fulfillment towards its Fellow of the obligations of Parties set out in in Annex 5 of the Grant Agreement, including the distribution to the Fellow of the monthly support in accordance with the Party's own usual accounting and management principles and practices.

Except as otherwise set out in this Section 4.8, the Party or Partner Organisation hosting the Fellow shall have no obligation or liability to the employing Party or to the Fellow for any of the conditions set out in Annex 5 of the Grant Agreement, including but not limited to liability to the Employing Party or to the Fellow for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage, provided however that it communicated to the Party employing the Fellow on any special insurances or specific labour conditions it is obligated to fulfill which need to be borne by the employing Party, sufficiently in advance and during negotiations on the Secondment Agreement.

The Party hosting the Fellow shall communicate to and instruct the Fellow in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the seconded Fellow enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

Any travel expenses of the Fellow to seminars, workshops and other events attended by the Fellow for training purposes are borne by the Party employing the Doctoral Candidate/ Staff/Fellow, unless otherwise agreed between the employing Party and the hosting Party within the framework of the Secondment Agreement.

[Only for Doctoral Candidates:] The Parties concerned, i.e. the Party employing a Doctoral Candidate and the Party collaborating with regards to the Action, may enter into individual agreements with regards to the Secondments ("Secondment Agreement") within the Action based upon the Career Development Plan and the Doctoral Candidate's dissertation project (the Dissertation's Project Description), in particular with regards to

- Access Rights with regards to Background needed during the Secondment
- Specific provisions for Access Rights to Software.
- Specific provisions relating to the Intellectual Property Rights and Confidentiality obligations between the hosted Doctoral Candidate, employing Party and the hosting Party relating and resulting from the Secondment.

Secondment Agreements may not contradict the Grant Agreement and this Consortium Agreement. A possible template between Beneficiaries and between Beneficiaries and Employing Associated Partners which can be adapted by the Parties is attached to this Consortium Agreement in Attachment 8.

The Beneficiary collaborating with a Partner Organisation shall

- Ensure to have the Partner Organisation's written commitment in place,
- enter into an Agreement with the Partner Organisation with respect to any Secondment before the Secondment takes place (possible template provided as Attachment 4c.
- Inform the Coordinator about any Partnership Agreement agreed upon.

If a Partner Organisation is involved in the Project through more than one Party (for example the organisation of training activities), the Coordinator will ensure that a Partnership Agreement is executed between all Parties and each Partner Organisation/ between the Party the Associated Partner is associated to and the associated Partner Organisation. [Option: The Coordinator shall be hereby appointed by each of the Parties to negotiate and execute, on behalf of each of the Parties, Partnership Agreements substantially in the format as attached in Attachment 4b (Partnership Agreement with the Partner Organisation)]

4.9. Fellow (Recruitment and Secondment) notifications

In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without unnecessary delay,

- about any progress or change in their Fellow recruitment process. In particular, the Coordinator shall always be notified about the official start date of the recruitment and the submission of the researcher declaration through the European Commission Participant Portal as well as any circumstances possibly leading to an amendment suspending (part of the) grant or prolonging the duration of the Action;
- about any major change of the planned Secondment(s).

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 6 of the Grant Agreement.

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

The terms and conditions agreed in this article 5.2 of this Consortium Agreement shall be applied appropriately also to Associated Partner(s) I.

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

5.5 Export control

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

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

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. It will have overall management responsibilities for the INCITE consortium and will report to the Granting Authority and to the network. It will be supervising the finances via its finance officers and engage with the public about the work of INCITE in terms of dissemination as set out herein in clause 8.4. It will also monitor the compliance of the partners with their obligations under the contract, and if applicable and relevant bring potential breaches and/or issues to the attention of the General Assembly.

The **Work Package Leaders Group** is an assessment group of the Consortium without formal decision making power. It shall assess the individual and overall implementation of the Project.

The **Executive Committee (ExC)** serves to discuss strategic, scientific, sensitive and confidential matters in the areas of diversity, finance and intellectual property rights.

The **Supervisory board (SupB)** will meet with DC regularly (at least once a year) and address all aspects of the project including a career development plan.

The **Project Manager** is the person appointed by the Coordinator to organise and oversee the processes relating to the Project and this Agreement.

The **Postgraduate Tutor** will ensure the quality and coherence of the training for each DC.

The **supervisor(s)** will monitor the career Personalised Development Plan(s) (cPDPs) implementation and manage the resources available to support the DCs through their own local institution's financial systems. They will also ensure and supervise the student's writing of research progress reports both within the local institution and the consortium.

The **Supervisory committee (SupC)** for each DC provide the wider view of the research work and place it in the context of the INCITE goals. SupC will consist of the Supervisors and the DC plus the relevant external advisor. SupC assembles at each network meeting with the supervisor/co-supervisors and relevant DCs and reviews progress, although remote meetings can occur at any convenient time.

The **Graduate committee, (GradC)** will bring any issues to the attention of SupB via the chair and another elected DC representative.

	Ordinary meeting	Extraordinary meeting
General Assembly	At least Twice a year	At any time upon written request of any Member
Work Package Leaders Group	At least Twice a year	At any time upon request of the chairperson if needed for Project implementation.
Executive Committee (ExC)	At least Twice a year	At any time upon written request of any Member
Supervisory board (SupB)	At least Twice a year	At any time upon written request of any Member
Supervisory committee (SupC)	At least Twice a year	At any time upon written request of any Member
Graduate committee, (GradC)	At least Twice a year	At any time upon written request of any Member

6.2 Members of the Supervisory Board

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 General Assembly.

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

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

6.3 Operational procedures for the General Assembly:

6.3.1 Representation in meetings

Any Member:

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings

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

6.3.2.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 45 calendar days preceding an ordinary meeting and 15 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 14 calendar days preceding the meeting and 7 days preceding an extraordinary meeting.

6.3.2.5

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

6.3.2.6

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

6.3.2.7

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

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

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

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

A veto according to Section 6.3.5 may be submitted up to 15 calendar days 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

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

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

6.3.4.2

Each Member present or represented in the meeting shall have one vote.

6.3.4.3

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

6.3.4.4

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

6.3.5 Veto rights

6.3.5.1

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

6.3.5.2

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

6.3.5.3

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

6.3.5.4

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

6.3.5.5

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

6.3.5.6

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

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

The chairperson shall be responsible for taking 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 General Assembly

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights.

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the percentage of work package completion per work package as well as per Party to be reported to the Granting Authority based on the assessment by the Work Package Leaders Group regarding the individual performance of single Parties in case of non-completion of work packages
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

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

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement

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

Appointments

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

- External Expert Advisory Board Members

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

6.4 The 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 and specific requested documents to the Granting Authority (including financial statements and related certification)
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- preparing the meetings and preparing the agenda of Work Package Leaders Group 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.

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

6.4.3

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

6.4.4

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

6.4.5

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

6.5 Work Package Leaders Group

6.5.1. Members of the Work Package Leaders Group

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

6.5.2. Meetings

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

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

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

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

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

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

6.5.3. Responsibilities

The Work Package Leaders Group shall be responsible for:

- Keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);
- Evaluating suggestions of the Work Package Leaders for the reallocation of tasks and budget in work packages;
- Making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the General Assembly, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;

- Assessing reports presented by each Work Package Leader, which have been compiled by the Work Package Leader based on the Internal Progress Reports;
- Assessing the status or completion of each work package and preparing the periodic reporting for the work packages together with the Coordinator;
- Proposing payment instalments to the Coordinator according to the outcomes of these assessments (see Section 7.2.2);
- Supporting the Coordinator in preparing meetings with the Granting Authority and in preparing related information and deliverables;
- Supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party's participation;
- Suggesting performance indicators for the determination of proper completion of work packages to the General Assembly.

6.6 The Executive Committee

6.6.1. Members

6.6.1.1. The Executive Committee shall consist of one representative of each Party (hereinafter Executive Committee Member). The Executive Committee may invite additional non-voting experts to sit on the Executive Committee.

6.6.1.2 Each Executive Committee Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Section 6.6.2. of this Consortium Agreement.

6.6.1.3 The Coordinator shall chair all meetings of the Executive Committee, unless decided otherwise in a meeting of the Executive Committee.

6.6.1.4 The Parties agree to abide by all decisions of the Executive Committee. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.6.2 Decisions

The Executive Committee shall be free to act on its own initiative to formulate proposals and take decisions to formulate the proposed strategies of the Beneficiaries to be approved by the General Assembly, in accordance with the procedures set out herein. In addition, all proposals made as aforementioned, shall be implemented by and coordinated with the Supervisory Board.

6.7 The Supervisory Board

6.7.1 Members

The Supervisory Board shall consist of one representative of each Party (hereinafter Supervisory Members) and each Party shall have one vote. Non-voting members of the Supervisory Board comprise one representative of each Partner Organisation as listed in Annex I to the GA.

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

6.7.2 Minutes of meetings

Minutes of Supervisory Board meetings, once accepted, shall be sent by the chairperson to the Executive Committee Members for information.

6.7.3 Tasks

6.7.3.1 The Supervisory Board shall prepare the meetings, propose decisions and prepare the agenda of the Executive Committee according to Section 6.6.2.

6.7.3.2 It shall seek a consensus among the Parties.

6.7.3.3 The Supervisory Board shall be responsible for the proper execution and implementation of the decisions of the Executive Committee, as approved by the General Assembly.

6.7.3.4 The Supervisory Board shall monitor the effective and efficient implementation of the Project as directed by the Executive Committee or the General Assembly, as applicable.

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

6.7.3.6 The Supervisory Board shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables;
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement;
- oversee the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training;
- ensure that the skills acquired by DCs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the DCs;
- establish an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, DC and any stakeholders involved in the Project to maximise the benefits of the partnership;
- oversee the quality and quantity of supervision of the DCs;
- review the training and research plan every 6 months;
- evaluate and explore possible Intellectual Property commercial exploitation;
- set procedures for the dealing with cases of scientific misconduct;

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

6.8 The Project Manager

6.8.1 The Project Manager will be employed at BCAS to administer the network and shall report back periodically to the Supervisory Board.

6.9 The Postgraduate Tutor

6.9.1 The Postgraduate Tutor is appointed by the Executive Committee and will ensure the quality and coherence of the training for each DC and shall report back periodically to the Supervisory Board.

6.10 The Supervisors

6.10.1 The Supervisors are in charge of recruitment and selection of the DCs, will meet regularly with the DC to discuss progress and provide scientific guidance and training and shall report back periodically to the Supervisory Board. They assist the DCs in drawing up a Career Development Plan and monitor their training progress.

6.11 The Graduate committee, (GradC)

6.11.1 The Graduate committee consists of all 15 DCs with an elected chair and will bring any issues to the attention of Supervisory board via the chair and another elected DC representative. The Graduate committee chair and representative for Supervisory board will be rotated at each network meeting so all 10 DCs will have the opportunity to contribute to Supervisory board, providing them with an equal voice and valuable science management experience.

6.12 External Expert Advisory Board (EEAB)

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

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

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

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

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

7 Financial provisions

Section 7 of the Consortium Agreement does not apply to Employing Associated Partners unless expressly stated otherwise.

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 and clauses 7.1.5 and 7.1.6 of this agreement
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan. The coordinator will report on the budget spending during the Steering Committee meetings. The unspent resources will be utilized for outreach activities related to the overall network or redistributed back to the partners proportionally.

7.1.2 Justifying Unit Cost Contributions

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

7.1.3 Funding Principles

Each Party is entitled to its Unit Cost Contribution as approved by the Granting Authority after completion of the respective work package. For work packages not completed at the end of the Project, the Coordinator distributes to each Party only the share of Unit Cost Contribution as approved by the Granting Authority at final payment.

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

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

7.1.4 Excess payments

A Party has received excess payment

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

- b) if the Work Package Leaders Group assessed that the performance of a Party regarding the completion of one or several work packages is significantly lower than foreseen in Annex 1 of the Grant Agreement and that the Party received more funding than approved by the Granting Authority.

In case a Party has received excess payment, the Unit Cost Grant: Work Package Leaders Group has to inform the Coordinator and the Party has to return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

The General Assembly decides on any legal actions to be taken against the breaching Party according to Section 6.3.7.

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

In case excess payments are not refunded by a breaching Party to the Coordinator, the situation shall be handled according to Articles 22.2 and 22.4 of the Grant Agreement.

7.1.5 Allocation of Management and Overheads cost category

The parties agree that the estimated budget for the Project as indicated in Annex 2 of the GA does not apply to management and overhead costs. Instead, the coordinator will retain █████ per researcher month in order to cover the cost of the assignment of an experienced Project Manager for the network coordination and for the overall management of the Consortium.

7.1.6 Allocation of Research, training, and networking cost category

The parties agree that the estimated budget for the Project as indicated in Annex 2 of the GA does not apply. Instead, the coordinator will retain █████ per researcher month to run the network meetings.

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

A Party leaving the consortium shall refund to the Coordinator any payments it has received except the amount of Unit Cost Contributions accepted by the Granting Authority or another contributor at termination. After termination, this Party is entitled to receive its Unit Cost Contribution as foreseen in Annex 2 of the Grant Agreement and approved by the Granting Authority at interim or final payment. The Coordinator will inform this Party accordingly upon payment of the final amount by the Granting Authority and distribute the amount due to the terminated Party.

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

7.2 Payments

7.2.1 Payments to Parties are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

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

7.2.2 Payment mode

The payment schedule which contains the transfer of pre-financing and interim payments to Parties will be handled according to the following:

The Coordinator will transfer payments in accordance with Art. 7 and 22.1 of the Grant Agreement;

Prefinancing will be paid by the Coordinator to the Parties after receipt of payment from the Granting Authority in separate instalments as agreed below (for the avoidance of doubt, funds can only be distributed to each Party after payment has been received by the Coordinator from the Funding Authority):

Pre-financing as indicated in the table in attachment 6 of this agreement

- 100% of the pre-financing amount upon signature of this consortium agreement;

Costs accepted by the Funding Authority will be paid to the Party concerned.

As interim payments, the Parties will receive, upon receipt of the interim payment by the Coordinator, the difference between the further prefinancing instalments already received approved by the Granting Authority. The initial prefinancing will not be taken into account for this calculation and remains as a float.

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

Unless decided otherwise by the Executive Committee any unspent retained funds shall be transferred to the Parties based on the result of dividing such funds proportionally as per the ratio of each Party or Parties contribution.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

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

In the case that Results are generated by two or more Parties, the contributing Parties (the "**Joint Owners**") own the Results jointly (the "**Jointly Owned Results**"). The Joint Owners shall enter into negotiations as soon as reasonably possible and in any case within a ninety (90) days period following the date of generation of the Jointly Owned Results, to conclude an agreement (the "**Joint Ownership Agreement**"), in which the Joint Owners will establish provisions for allocating, protecting, managing, exercising, commercializing, and further developing the Jointly Owned Results.

Each of the Joint Owners shall be entitled to use their Jointly Owned Results for internal non-commercial research and educational activities on a royalty-free basis, and without requiring the prior consent of the other Joint Owner(s) but this shall always be in compliance with the provisions regarding confidentiality and publications in this Agreement, and; Any other use of the Jointly Owned Results is allowed only if it is according to the Joint Ownership Agreement

8.3 Transfer of Results

8.3.1

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

8.3.2

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

8.3.3

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

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

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

8.4.2.2

An objection is justified if

- 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.

8.4.5 Use of names, logos or trademarks

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

9 Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

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

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

9.4.2

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

9.4.3

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

9.5 Access Rights for entities under the same control

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

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the 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 General Assembly to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Non-disclosure of information

10.1

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

10.2

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

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

10.3

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees or third parties involved in the Project and shall ensure that their employees and/or that third parties 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 their employees or third party.

10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5

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

10.6

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

10.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully 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 (Consortium Plan Budget)
- Attachment 7 (Template for Career Development Plan)
- Attachment 8 (Secondment Agreement for Doctoral Candidates according to Section 4.8)

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

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

Written notice:

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.7 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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

AS WITNESS:

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

BCAS

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date:

INRAE

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date:

Julius-Maximilians-Universitaet Wuerzburg

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date:

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date:

UNIVERSITAT DE VALENCIA

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date:

UNIwersytet Jagiellonski

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date:

RIJKSUNIVERSITEIT GRONINGEN

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date

The Hebrew University of Jerusalem (HUJI)

Name(s): [REDACTED]

Title(s): [REDACTED]

Signature(s)

Date

University of Münster

Name(s): 

Title(s): 

Signature(s)

Date

CNRS

Name(s) [REDACTED]

Title(s) [REDACTED]

Signature(s)

Date

Consiglio Nazionale Delle Ricerche

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date

University of Haifa (UH),

Name: [REDACTED]

Title(s) [REDACTED]

Signature:

Date:

Name: [REDACTED]

Title: [REDACTED]

Signature:

Date:

University of Kassel

Name(s): [REDACTED]

Title(s): [REDACTED]

Signature:

Date

UNIVERSITY OF LEICESTER

Name:: [REDACTED]

Title: [REDACTED]

Signature:

Date

Attachment 1: Background included

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

PARTY 1

As to **THE HEBREW UNIVERSITY OF JERUSALEM (HUJI)**, [REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[Option 2 start]

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

As to **UNIVERSITAT DE VALENCIA**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIVERSITAT DE VALENCIA** 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”).

As to **Centre National de la Recherche Scientifique (CNRS)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **Centre National de la Recherche Scientifique (CNRS)** 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”).

As to **University of Münster (UM)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **University of Münster (UM)** 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”).

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

As to **INRAE**: The DC15 research project is based on Abhishek Chatterjee’s expertise, knowledge, and know-how developed in the 'Neuroecology & Ecophysiology' research group at iEES-Paris. These include protocols for working with moth circadian rhythms and moth & Drosophila chemical ecology techniques. As to INRAE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of INRAE 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”).

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

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

As to **Consiglio Nazionale delle Ricerche (CNR)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **Consiglio Nazionale delle Ricerche (CNR)** 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”, subsection “Access rights for exploiting the results”).

[Option 2 end]

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

[Same for PARTY 2, PARTY 3, etc]

PARTY 3

As to **UNI WUERZBURG**, 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:

<div data-bbox="204 443 657 474" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="204 474 657 869" style="background-color: black; height: 176px;"></div>	<div data-bbox="679 443 1003 474" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="679 474 1003 840" style="background-color: black; height: 163px;"></div>	<div data-bbox="1026 443 1396 474" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="1026 474 1396 728" style="background-color: black; height: 113px;"></div>
<div data-bbox="204 909 657 940" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="204 940 555 972" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="252 1014 657 1046" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1046 545 1077" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1077 638 1108" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1108 649 1140" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1140 619 1171" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1171 582 1202" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="252 1236 657 1267" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1267 568 1299" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1299 593 1330" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1330 574 1361" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1361 654 1393" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1393 593 1424" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1424 603 1456" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="252 1489 622 1520" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1520 657 1552" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1552 638 1583" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1583 600 1615" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="252 1641 616 1673" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1673 632 1704" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1704 632 1736" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1736 616 1767" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="300 1767 424 1798" style="background-color: black; height: 14px; margin-bottom: 10px;"></div> <div data-bbox="204 1839 210 1870" style="background-color: black; height: 14px; width: 10px;"></div>		

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

Attachment 2: Accession document

ACCESSION

of a new Party to

INCITE 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.

For THE HEBREW UNIVERSITY OF JERUSALEM (HUJI):

Yissum Research Development Company of the Hebrew University of Jerusalem Ltd.

Hi-Tech Park, Edmond J. Safra Campus, Jerusalem

P.O. Box 39135, Jerusalem 91390 Israel

Att. VP for Intellectual Property

Phone: +972-2-658-6861

Fax: +972-2-658-6669

For CNRS:

- UNIVERSITE PARIS-SACLAY as a member of the joint research unit UMR9197 – NeuroPSI, directed by [REDACTED]

For THE UNIVERSITY OF HAIFA (UH):

Carmel – Haifa University Economic Corporation Ltd. as the wholly-owned direct subsidiary and commercialization arm of the University of Haifa, with head office in 199 Abba Choushi Street, Haifa, Israel

For INRAE:

As member of the joint research unit UMR 1392 “Institut d'Ecologie et des Sciences de l'Environnement de Paris (IEES)”, directed by [REDACTED]

- CNRS
- IRD
- SORBONNE UNIVERSITE
- UPEC-PARIS XII
- UNIVERSITÉ PARIS DIDEROT

For RIJKSUNIVERSITEIT GRONINGEN

Amusca B.V. - Office

Bennebroekerdreef 7

2121 CL Bennebroek

The Netherlands

+31 6 21 808 816

info@amusca.com

COC:

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

For Party INRAE:

- INRAE TRANSFERT SAS: INRAE has commissioned its subsidiary, INRAE TRANSFERT, for the valorisation of its research results. Consequently, this subsidiary is allowed to negotiate, sign and manage licensing and exploitation agreements

For CNRS:

- CNRS Innovation- n° SIREN 388 461 154, Le Quintet Bat D 79 Av Edouard Vaillant 92100 Boulogne-Billancourt, France.
- SATT Paris-Saclay- n° SIREN 803 858 430, 86 rue de Paris, 91400 Orsay, France

Attachment 5: Identification Of Parties Requiring A NDA as External Expert Advisory Board Members agreed under Section 6

[REDACTED]

Department of Neurobiology and Genetics
Theodor-Boveri-Institute; University of Würzburg Am Hubland
97074 Würzburg
Germany

[REDACTED]

Department of Genetics and Evolution
Quai Ernest-Ansermet, 30
1205 Geneva
Switzerland

Attachment 6: Consortium Plan Budget

	Organisation	Personmonths	Researcher Unit Cost (Euro)			Institutional Unit Cost (Euro)						TOTAL Budget per Partner	Prefinancing
			Living Allowance	Mobility Allowance	Family Allowance	Research, training & networking costs	Research, training & networking costs retention (360 / fellow month)	Research, training & networking costs - net value	Management & Overheads	Management & Overheads retention (600 / fellow month)	Management & Overheads - net value		Balance due to partners
1	BCAS	72											
2	INRAE	36											
3	UNIWUE RZBURG	36											
4	UVEG	36											
5	JU	72											
6	RUG	72											
7	HUJI	36											
8	UM	36											
9	CNRS	36											
10	CNR	36											
11	UH	36											

12	UNI KASSEL	36										
	Σ	540										

Attachment 7 (Template for Career Development Plan) under Section 4.3

[To be updated in view of the needs of the researchers in accordance with the Grant Agreement, Annex 5, Art. 18]

Name of Doctoral Candidate:

Department:

Name of Supervisor:

Date:

BRIEF OVERVIEW OF RESEARCH PROJECT AND MAJOR ACCOMPLISHMENTS EXPECTED (half page should be sufficient):

LONG-TERM CAREER OBJECTIVES (over 5 years):

1. Goals:
2. What further research activity or other training is needed to attain these goals?

SHORT-TERM OBJECTIVES (1-2 years):13

1. Research results
 - Anticipated publications:
 - Anticipated conference, workshop attendance, courses, and /or seminar presentations:
 -
2. Research Skills and techniques:
 - Training in specific new areas, or technical expertise etc:
3. Research management:
 - Fellowship or other funding applications planned (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)
4. Communication skills:
5. Other professional training (course work, teaching activity):
6. Anticipated networking opportunities

7. Other activities (community, etc) with professional relevance:

Date & Signature of Doctoral Candidate:

Date & Signature of supervisor

Career Development Plan

Guidance on some of the competencies expected

The following points are a non-exhaustive series of aspects that could be covered by the career development plan, and it is relevant to the short-term objectives that will be set by the researcher and the reviewer at the beginning of the fellowship period. The objectives should be set with respect to the skills and experience that each researcher should acquire at a given time of his/her career. These objectives should be revised at the end of the fellowship and should be used as a pro-active monitoring of progress in the researcher's career.

1. Research results.

These should give an overview of the main direct results obtained as a consequence of the research carried out during the training period. It may include publications, conference, workshop attendance, courses, and /or seminar presentations, patents etc. This will vary according to the area of research and the type of results most common to each field. The information at this level should be relatively general since the career development plan does not strictly constitute a report on the scientific results achieved.

2. Research Skills and techniques acquired.

Competence in experimental design, quantitative and qualitative methods, relevant research methodologies, data capture, statistics, analytical skills.

Original, independent and critical thinking.

Critical analysis and evaluation of one's findings and those of others

Acquisition of new expertise in areas and techniques related to the researcher's field and adequate understanding their appropriate application

Foresight and technology transfer, grasp of ethics and appreciation of IPPR.

3. Research management.

Ability to successfully identify and secure possible sources of funding for personal and team research as appropriate.

Project management skills relating to proposals and tenders work programming, supervision, deadlines and delivery, negotiation with funders, financial planning, and resource management.

Skills appropriate to working with others and in teams and in teambuilding.

4. Communication skills.

Personal presentation skills, poster presentations, skills in report writing and preparing academic papers and books.

To be able to defend research outcomes at seminars, conferences, etc.

Contribute to promote public understanding of one's own field

5. Other professional training (course work, teaching activity):

Involvement in teaching, supervision or mentoring

6. Anticipated networking opportunities.

Develop/maintain co-operative networks and working relationships as appropriate with supervisor/peers/colleagues within the institution and the wider research community

7. Other activities (community, etc) with professional relevance.

Issues related with career management, including transferable skills, management of own career progression, ways to develop employability, awareness of what potential employers are looking for when considering CV applications etc.

Attachment 8 Secondment Agreement for Doctoral Candidates according to Section 4.8

[Secondment Agreement (non-binding template) between Parties to the Consortium Agreement]

THIS SECONDMENT AGREEMENT is based upon the Consortium Agreement for the Action [name of the Action] (hereinafter referred to as "Consortium Agreement") between the Beneficiary x / Employing Associated Partner xx

and

the Beneficiary y/ Employing Associated Partners with effective date of xxx and Grant Agreement No xxx and its Annexes (hereinafter referred to as "Grant Agreement")

BETWEEN:

.....

hereinafter, referred to as "Seconding Entity"

and

.....

hereinafter, referred to as "Host Entity"

- hereinafter, "Seconding Entity" and "Host Entity", jointly or individually, referred to as "Parties" or "Party"

relating to the Secondment within the MSCA-DN Project titled

[title of the Project]

in short

[Acronym of the Project]

hereinafter referred to as "Secondment Agreement"

concerning the Doctoral Candidate [name of the Doctoral Candidate]

WHEREAS:

.....

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement and the Consortium Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes or the Consortium Agreement without the need to replicate said terms herein.

Section 2: Purpose

The purpose of the Secondment Agreement is to specify the relationship between the Parties with respect to the Project under the Action, in particular to the organization of work between the Parties, the management of the Project and the rights and obligations of the Parties, including inter alia Access Rights to Background needed in this Secondment (see Attachment 1), specific provisions for Access Rights to Software in accordance with the Partnership Agreement and the Grant Agreement.

The provisions of this Agreement supplement and specify the Consortium Agreement and the Grant Agreement which are fully and predominantly applicable.

Section 3: Responsibilities of the Parties

3.1. Each Party undertakes to take part in the efficient implementation of the Secondment in accordance with the responsibilities set out in the Grant Agreement, the Consortium Agreement and this Agreement including its Annexes.

3.2. Each Party shall bear in mind the Fellow's career development objectives agreed upon in the Career Development Plan between the Doctoral Candidate's supervisor(s) and the Doctoral Candidate.

[OPTIONAL for Section 4: Access Rights

In Attachment 1 to this Agreement the Parties shall identify and agree on specific Background for the Fellowship Project and shall also, where relevant, inform each other that Access to specific Background is subject to legal restrictions or limits.

[OPTIONAL:] Section 5: Specific provisions for Access Rights to Software

Optional: [MODULE IPR SC] from DESCA model

Section 6: Miscellaneous

6.1. Contact person for the Seconding Entity shall be Prof._____, Chair of_____, contact person for the Host Entity shall be Prof._____, Chair of_____.

6.2. Attachments, inconsistencies and severability

This Secondment Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Career Development Plan).

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

Should any provision of this Secondment Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Secondment 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.

6.3. Amendments or changes to the Agreement shall be made in writing and signed by the duly authorized representatives of the Parties.

6.4. This Secondment Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions and for any kind of dispute shall follow the procedures as set down in Section 11.8 of the Consortium Agreement.

Section 8: Signatures

AS WITNESS:

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

FOR AND ON BEHALF OF THE SECONDING ENTITY

XXX

Date _____

Name of authorized signatory _____

Title(s)/function _____

Signature by authorized
signatory _____

FOR AND ON BEHALF OF THE HOST ENTITY

XXX

Date _____

Name of authorized signatory _____

Title(s)/function _____

Signature by authorized
signatory _____

READ AND ACKNOWLEDGED BY THE Doctoral Candidate

Date _____

Name of DC _____

Signature by DC _____

Attachment 9 Information Clausules

INFORMATION CLAUSE BY THE JAGIELLONIAN UNIVERSITY FOR NATURAL-PERSON CONTRACTORS, CONTRACTORS' AUTHORISED REPRESENTATIVES, PROXIES AND CONTRACTORS' EMPLOYEES AND PARTNERS APPOINTED AS CONTACTS AND CHARGED WITH PERFORMANCE OF THE CONTRACT

Pursuant to Article 13 and 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L.2016.119.1) (hereinafter: GDPR), the Jagiellonian University (JU) informs that:

1.The Controller of your personal data is the Jagiellonian University, with a registered seat at ul. Gołębia 24, 31-033 Kraków, www.uj.edu.pl.

2.The JU has appointed a Data Protection Officer whom you may contact in the case of any queries or remarks concerning the processing of your personal data and your rights pursuant to the regulations on personal data protection. Contact details: email: iod@uj.edu.pl, phone: 12 663 12 25.

3.The JU may process your personal data for the following purposes:

(a)conclusion and performance of a contract – as provided by Article 6.1(b) of the GDPR – in the case of a natural-person Contractor, their legal representatives or persons acting based on power of attorney conferred on them by the Contractor;

(b)resulting from legitimate interests, which include performance of a contract concluded with the Contractor as provided by Article 6.1(f) of the GDPR in the case of the person appointed by the Contractor in relation to the performance of the Contract;

(c)compliance with legal obligations concerning keeping books and accounting documentation – pursuant to Article 6.1(c) of the GDPR with regard to Article 74. 2 of the Act of 29 September 1994 on accounting;

(d)resulting from the pursuit of legitimate interests including determination, pursuit or defence of possible claims under the performance of a contract, as provided by Article 6.1(f) of the GDPR;

(e)compliance with legal obligations concerning archiving documentation – pursuant to Article 6.1(c) of the GDPR with regard to the Act of 14 July 1983 on the national archival repository and archives.

4.The JU has acquired your personal data:

1.in the case of a natural-person Contractor, their legal representatives or persons acting based on power of attorney conferred on them by the Contractor – directly from you. Providing your personal data is a prerequisite for purposes related to the conclusion and performance of the contract;

2.in the case of a person appointed by the Contractor in relation to the performance of the Contract - from the Contractor with whom the JU has concluded contract. The scope of your personal data may include: full name, post of employment, employer, contact details and other data necessary in relation and for the performance of the contract.

5.Your personal data may be made available to entities authorised to collect them pursuant to the generally applicable law.

6.Your personal data shall not be transferred outside the EEA or to international organisations.

7.Your personal data will be retained for the period of duration of the contract concluded with the Contractor and subsequently for a period required by relevant provisions of law regarding the archiving of documentation or for a period of limitation of rights specified in the provisions of law.

8.You have the following rights: to obtain information on personal data processing and rights resulting from the GDPR, to access your data and rectify them, as well as to have them deleted from the controller's database (unless further processing is necessary for fulfilling a legal obligation or for the purposes of determining, pursuing, or defending claims), to limit their processing or transfer, and to object to the processing of the data – in the cases and under the conditions specified in the GDPR.

9.You have the right to lodge a complaint with the President of the Office for Personal Data Protection.

10.You will not be subject to automated decision-making (decision-making without human agency). Your personal data will not be used for profiling.