

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

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

PARTY 2

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

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

PARTY 3

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

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

PARTY 4

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

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

PARTY 5

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

None. This represents the status at the time of signature of this Consortium Agreement.

Attachment 4: Identified entities under the same control

None. This represents the status at the time of signature of this Consortium Agreement.

Attachment 5: NDA for external Ethics Advisor (EA)

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (*the Agreement*) is made and entered into on this day of 2024 by and between:

UNIWERSYTET SLASKI W KATOWICACH, established in Bankowa 12, 40-007 Katowice, Poland

acting on behalf of

UNIVERZITA PALACKEHO V OLOMOUC, established in Krizkovskeho 8, 771 47 Olomouc, Czechia

UNIWERSYTET SZCZECINSKI, established in Aleja Papieža Jana Pawła II 22 A, 71-453, Szczecin, Poland

POLISH UNIVERSITY ABROAD, established in 238-246 King Street, W6 0RF London, United Kingdom

UNIVERSITY PWANI, established in Mombasa Malindi Road, 80108 Kilifi, Kenya

that, *under* Section 6.5 of the Consortium Agreement, have mandated, the UNIWERSYTET SLASKI W KATOWICACH to execute, in their name and on their behalf, this Agreement with the Ethics Advisor (EA), in order to protect confidential information disclosed by any of these respective Organisations to the EA in connection with the implementation of the project *GUARDIAN - Growing online - how to protect our children in the digital world?* (Grant Agreement No 211035282).

hereinafter, jointly or individually, referred to as *the Discloser or the Disclosers*,

and established in

hereinafter referred to as *the Recipient*.

The **Disclosers** and **Recipient** are further jointly or individually, referred to as **Parties** and each of them individually as the **Party**.

WHEREAS:

The Parties hereto agree to enter into collaboration relating to implementation of the project **GUARDIAN - Growing online - how to protect our children in the digital world?** funded by the European Union under the Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), MSCA Staff Exchange funding scheme, Grant Agreement No 211035282.

Throughout the aforementioned collaboration, the Disclosers may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

1. Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Disclosers that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- 1) any research and related information;
- 2) any technical information, invention, design, process, procedure, formula, improvement, technology or method;
- 3) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, databases;
- 4) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- 5) trade secrets; plans for products or services, and customer or supplier lists;

- 6) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals relating to any agreement;
- 7) any other information that should reasonably be recognized as Confidential Information by the Disclosers.

1.2 The Parties agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Recipient hereby acknowledge that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

- 1) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
- 2) was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- 3) is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;
- 4) becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
- 5) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

2. Purpose of the Disclosure of Confidential Information

The Parties enter on collaboration toward the GUARDIAN Project (Grant Agreement No 211035282) funded by the European Union under the Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), MSCA Staff Exchange funding scheme to ensure the compliance of the project research activities with ethical standards as defined in the Grant Agreement.

3. Undertakings of the Recipient

3.1 In the context of discussions, preparations or consultations, the Disclosers may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

3.2 The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to

the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of

- 1) the completion or termination of the dealings contemplated in this Agreement;
- 2) the termination of this Agreement;
- 3) at the time the Discloser may request it to the Recipient.

3.8 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10 The Recipient agrees that the Discloser will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Discloser shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take to prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, noninfringement of third party rights, accuracy, completeness or correctness. Further, the Disclosers shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Disclosers are not under any obligation under this Agreement to disclose any Confidential Information they choose not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Disclosers and Recipient.

4. Miscellaneous

4.1 Duration and Termination

This Agreement shall remain in effect for the term of duration of the project (48 months from 01.01.2025). Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.2 Applicable Law and Jurisdiction

This Agreement shall be construed and interpreted by the laws of Belgium.

The Parties shall endeavour to settle their disputes amicably.

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

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon. The award of the arbitration will be final and binding upon the Parties.

4.3 Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

4.4 Subsequent Agreements

Ancillary agreements, amendments or additions hereto shall be made in writing.

4.5 Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Disclosers as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

4.6 This Agreement is drawn up in 6 copies, one for each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be duly signed as of the date stated above.

FOR UNIWERSYTET SLASKI W KATOWICACH

Signature

Name

Title

Date

FOR

Signature

Name

Title

Date

Attachment 6: Consortium Plan Budget and Parties estimated contribution to the Joint Consortium Budget

The Coordinator will retain the 15% of the Parties' total amount of category B2 Management and Indirect contribution in order to cover the costs of the Consortium joint expenses (including management of the network, project website design and maintenance, dissemination and communication materials, remuneration for Independent Ethics Advisor and his/her travel costs (if needed), elaboration of the Data Management Plan, organization of the Final Conference).

The POLISH UNIVERSITY ABROAD agrees to transfer its contribution to the Joint Management Budget to the Coordinator as soon as this Associated Partner receive their national funding, in 7 (seven) instalments, as indicated in the table 3 -

Table 1 Estimated budget for the action and contribution to the Joint Management Budget

Estimated EU contribution							
Beneficiary/ Associated Partner name	Estimated eligible unit contributions (per budget category)				Joint Management Budget	B.2 Management and indirect contribution less amount of 15%	Total amount less of 15% from B.2 Management and indirect contribution
	A.1 Top - up allowance	B.1 Research, training and networking contribution	B.2 Management and indirect contribution	Total			
	<i>Unit contribution</i>	<i>Unit contribution</i>	<i>Unit contribution</i>	$d = a+b+c$			
	a	b	c	d			
1 - US	92 000.00	52 000.00	40 000.00	184 000.00	6 000.00	34 000.00	178 000.00
2 - UP	82 800.00	46 800.00	36 000.00	165 600.00	5 400.00	30 600.00	160 200.00
3 - USz	98 900.00	55 900.00	43 000.00	197 800.00	6 450.00	36 550.00	191 350.00
4 - PU							
5 - PUNO							
TOTAL	273 700.00	154 700.00	119 000.00	547 400.00	17 850.00	101 150.00	529 550.00

Table 2 The Associated Partner PWANI UNIVERSITY contribution to the Joint Management Budget

Estimated EU contribution							
Beneficiary responsible for distribution of funds	Estimated eligible unit contributions (per budget category)				Joint Management Budget	B.2 Management and indirect contribution less amount of 15%	Total amount less of 15% from B.2 Management and indirect contribution
	A.1 Top - up allowance	B.1 Research, training and networking contribution	B.2 Management and indirect contribution	Total			
	<i>Unit contribution</i>	<i>Unit contribution</i>	<i>Unit contribution</i>	$d = a+b+c$			
	a	b	c	d			
1 - US	27 600.00	15 600.00	12 000.00	55 200.00	1 800.00	10 200.00	53 400.00
2 - UP	18 400.00	10 400.00	8 000.00	36 800.00	1 200.00	6 800.00	35 600.00
3 - USz	18 400.00	10 400.00	8 000.00	36 800.00	1 200.00	6 800.00	35 600.00
TOTAL	64 400.00	36 400.00	28 000.00	128 800.00	4 200.00	23 800	124 600.00

Table 3 The Associated Partner POLISH UNIVERSITY ABROAD contribution to the Joint Management Budget

Associated Partner name	A.1 Top - up allowance	B.1 Research, training and networking contribution	B.2 Management and indirect contribution	Total	Joint Management Budget	B.2 Management and indirect contribution less amount of 15%	Total amount less of 15% from B.2 Management and indirect contribution
	<i>Unit contribution</i>	<i>Unit contribution</i>	<i>Unit contribution</i>	$d = a+b+c$	$e = c*15%$	$f = c - e$	$g = d - e$
	a	b	c	d	e	f	g
	PUNO	64 400.00	36 400.00	28 000.00	128 800.00	4 200.00	23 800.00