

Consortium Agreement

MS-RADAM

Version 26.02.2026

Based on DESCA – Model Consortium Agreement for Horizon Europe

AP Version 1, July 2022

MSCA (Doctoral Networks and Staff Exchange) Version 1

June 2023

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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 01.03.2026 hereinafter referred to as the Effective Date.

BETWEEN:

MBN RESEARCH CENTER GGMBH (MBN RC), established in AM STEINCHEN 3C, GLASHUETTEN 61479, Germany, the Coordinator,

ACADEMISCH ZIEKENHUIS GRONINGEN (UMCG), also known as University Medical Center Groningen (UMCG), a not for profit educational and research organisation with its registered offices at Hanzeplein 1, 9713 GZ Groningen, the Netherlands, lawfully represented by a member of its Board of Directors, on behalf of the Department of Radiotherapy, in the presence of its employee Dr. Ramon Ortiz,

RIJKSUNIVERSITEIT GRONINGEN (UG), established in Broerstraat 5, GRONINGEN 9712CP, Netherlands,

BIOFYZIKALNI USTAV AKADEMIE VED CESKE REPUBLIKY (IBP), established in Kralovopolska 135, Brno 612 65, Czechia,

CARL VON OSSIETZKY UNIVERSITAET OLDENBURG (UOL), established in AMMERLAENDER HEERSTRASSE 114-118, OLDENBURG 26111, Germany,

USTAV FYZIKALNI CHEMIE J. HEYROVSKEHO AV CR, v. v. i. (HIPC), established in DOLEJSKOVA 2155/3, PRAHA 182 00, Czechia,

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS),

a public establishment with a scientific and technological vocation, a research organisation, having its registered office at 3, rue Michel-Ange - 75794 PARIS CEDEX 16, France, SIREN number 180 089 013, APE code 7219 Z, represented by Mr Antoine PETIT, Chairman and CEO, 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.

CNRS acting in its own name, and in the name and on behalf of Institut de Chimie Physique (ICP-UMR8000), a joint research unit between CNRS and Université Paris-Saclay, directed by Mr Guillaume Van Der Rest,

UNIVERSITY COLLEGE LONDON (UCL), established in GOWER STREET, LONDON WC1E 6BT, United Kingdom,

UNIVERSITY OF KENT (UoK), established in THE REGISTRY CANTERBURY, CANTERBURY, KENT CT2 7NZ, United Kingdom,

THE QUEEN'S UNIVERSITY OF BELFAST (QUB), established in UNIVERSITY ROAD LANYON BUILDING, BELFAST BT7 1NN, United Kingdom,

hereinafter Beneficiary(ies), jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled **MultiScale phenomena in Radiation Damage**

in short: **MS-RADAM**

hereinafter referred to as “Project”

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter that are not defined in this Agreement shall have the meaning defined either in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“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.

“Consortium Body”

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

“Consortium Plan”

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

“Defaulting Party”

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

“Doctoral Candidate”

Doctoral Candidate (“DC”) means a researcher that at the date of the recruitment is not already in possession of a doctoral degree or who has not yet defended his/her doctoral thesis.

“Granting Authority”

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

“Marie Skłodowska-Curie Fellow” or “Fellow”

Marie Skłodowska-Curie Fellow or Fellow means a recruited Doctoral Candidate funded within the scheme of this MSCA Doctoral Networks (DN).

“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.

“Associated Partner” or “Associated Partners”

Associated Partner or Associated Partners means Entities which participate in the action, but without the right to charge costs or claim contributions from the Granting Authority under this Grant Agreement and which do not sign the Consortium Agreement. Associated Partners do not employ any Fellows within the Project. Associated Partners can provide additional training and may host Fellows during Secondments. The Associated Partners are listed in Art. 9.1 Grant Agreement and shall enter into a separate agreement with the Coordinator or the Party employing the Fellow.

Associated Partners shall not impose any financial, administrative or legal obligations on Beneficiaries beyond those explicitly agreed in a written bilateral agreement.

“Secondment”

Secondment means a period during which a Fellow is hosted by a Party or an Associated 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.

“Staff”

Staff means any employee from one of the Parties.

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

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

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

Any Party leaving the Consortium shall remain responsible for all obligations incurred prior to the effective date of termination, including but not limited to reporting duties, financial corrections, and cooperation in audits.

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

Parties will obtain and maintain, as applicable, for the duration of the Project all approvals, authorisations, licenses, certifications, including, but not limited to, ethical and/or regulatory approvals that are required for the performance of their share of work under the Project, including the work to be performed by the Fellow that they recruit or host in Secondments, in accordance with the relevant local, national, international and European Union laws and regulations. In addition, Parties will carry out the Project in line with the highest ethical standards and the specific ethics rules (if any) set out in Annex 5 of the Grant Agreement.

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

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

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

4.2 Specific responsibilities for Associated Partner(s)

The following entities which cooperate with a beneficiary will participate in the action as associated partners:

Minerva Communications UK (Minerva),

FIZ Frankfurter Innovationszentrum Biotechnologie GmbH (FIZ),

RAYSEARCH LABORATORIES AB (PUBL) (RSL),

NPL MANAGEMENT LIMITED (NPL),

PerpeVit Aps (PV),

RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG (UH),

KUTAISI INTERNATIONAL UNIVERSITY (KIU),

JOHANN WOLFGANG GOETHE-UNIVERSITAET FRANKFURT AM MAIN (GUF),

Masarykova univerzita (MUB),

VYSOKA SKOLA CHEMICKO-TECHNOLOGICKA V PRAZE (UCTP),

UNIVERSITE PARIS-SACLAY (UPS),

COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA).

The Associated Partners do not sign the Grant Agreement and do not receive funding from the Granting Authority and therefore do not have a right to charge costs or claim contributions from the Granting Authority

Associated Partner acting as a Hosting Party for a seconded Fellow, or partnering in a workshop or the awarding of a doctoral degree, shall conclude a separate agreement with the Coordinator or the Fellow's employing Party, in the form of a Secondment Agreement or a Partnership Agreement if there is no existing agreement in place.

4.3 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.

A Party hosting a DC of another Party shall support the training activities under the Doctoral Candidates Career Development Plan.

A personalized Career Development Plan (Attachment 3 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. Parties that recruit Fellow to participate in the Project shall be responsible for drafting, maintaining and updating the Career Development Plan in accordance with Annex 1 of the Grant Agreement and any decision of the Supervisory Board concerning the Career Development Plan.

4.4 Obligations during Secondments

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

Except as otherwise set out in this Section 4.4, 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 4.4, the Party or Associated Partner 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 in Annex 5 of the Grant Agreement, including the liability to employing Party or the Fellow for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

The Party or Associated Partner 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 in the framework of the Project are borne by the Party employing the Doctoral Candidate/ Staff/Fellow in accordance with applicable law.

The Parties concerned, i.e. the Party employing a Doctoral Candidate and the Party or associated Partner hosting the fellow should enter into individual agreements with regards to the Secondments ("Secondment Agreement", template in Attachment 4 to this Consortium 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.

Secondment Agreements may not contradict the Grant Agreement, this Consortium Agreement and the Career Development Plan of the Fellow.

4.5. 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).

4.6 Breach

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

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

4.7 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) 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.

4.8 Specific responsibilities regarding Personal Data protection

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

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

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

A Party's general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

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

5.3 Damage caused to third parties

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

5.4 Export control

Each Party warrants and undertakes that it will not export, re-export, transfer, licence or assign any materials, know-how, intellectual property or data to which it has access under this Consortium Agreement other than in accordance with applicable export control and national security laws and regulations.

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 national security *or* import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

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

5.5 Force Majeure

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

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

6 Governance structure

6.1 General structure

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

The Supervisory Board as the ultimate decision-making body of the consortium.

The Management Board as the body for the execution of the Project, which shall report to and be accountable to the Supervisory Board. The Management Board shall monitor the effective and efficient implementation of the Project.

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

6.2 Members

The Supervisory Board shall consist of the MS-RADAM Chair, all DC supervisors, two representatives of the associated partners, two DC representatives (hereinafter The Supervisory Board Member).

The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise in a meeting of the Supervisory Board. The Members agree to abide by all decisions of the Supervisory Board. This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5 or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

Representatives of the Doctoral Candidates are excluded from voting on and vetoing. The Associated Partners are excluded from vetoing. The Associated Partners are excluded from voting on the following decisions of the Supervisory Board (6.3.7) and therefore are not counted towards any respective quorum:

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

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

The Management Board (MB) will be in charge of administrative and financial management of the project as well as all communications with the EC and will be based at the coordinating institution (MBN RC). The MB comprises the MS-RADAM DN Coordinator (who will also be the SB Chair), SB Vice-Chairs responsible for Training and Research, and the Project Manager.

6.3 Operational procedures for all Consortium Bodies:

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 of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
The Supervisory Board	At least once a year	At any time upon request of the the Management Board or 1/3 of the Members of the Supervisory Board
The Management Board	At least quarterly	At any time upon request of any Member of the Management Board

6.3.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give written notice of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below:

	Ordinary meeting	Extraordinary meeting
The Supervisory Board	45 calendar days	15 calendar days
The Management Board	14 calendar days	7 calendar days

6.3.2.3 Sending the agenda:

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body an agenda no later than the minimum number of days preceding the meeting as indicated below.

The Supervisory Board	21 calendar days, 10 calendar days for an extraordinary meeting
The Management Board	7 calendar days

6.3.2.4 Adding agenda items:

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

Any Member of a Consortium Body may add an item to the original agenda by written notice to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

The Supervisory Board	14 calendar days, 7 calendar days for an extraordinary meeting
The Management Board	2 calendar days

6.3.2.5

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

6.3.2.6

Meetings of each Consortium Body 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 6.2.5.2.

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Supervisory Board a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and the decision is agreed by 51 % of all Parties.

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

A veto according to Section 6.3.5 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

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

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

6.3.4.2

Each organization (legal entity) of the Supervisory Board shall have one vote, regardless of the number of representatives present or represented at the meeting.

Associated Partners are excluded from certain decisions of the Supervisory Board according to Section 6.2.

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

6.3.4.3

Decisions shall be taken by a simple majority, i.e. 51 % 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 a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.5.2

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

6.3.5.3

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

6.3.5.4

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

6.3.5.5

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

6.3.5.6

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

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

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

Minutes of The Management Board meetings, once accepted, shall be sent by the Coordinator to the Supervisory Board Members for information.

6.3.7 Decisions

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

In addition, all proposals made by the Management Board shall also be considered and decided upon by the Supervisory Board.

The following decisions shall be taken by the Supervisory Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Agreement. In the case of abolished tasks as a result of a decision of the Supervisory Board, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 7 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 8 (Identified entities under the same control)

Evolution of the consortium

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

Breach, defaulting party status and litigation

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

Appointments

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

- External Expert Advisory Board Members

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

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

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

6.4.3

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

6.4.4

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

6.4.5

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

6.5 Advisory Committee (AC)

An Advisory Committee (AC) will be appointed and steered by the Supervisory Board. The AC shall assist and facilitate the decisions made by the Supervisory Board.

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

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

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Beneficiary that spends less than its allocated share of the budget as set out in the Consortium Agreement or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its units/actual duly justified eligible costs only.

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

7.1.4 Excess payments

A Beneficiary has received excess payment

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

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

7.1.5 Revenue

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

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

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

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

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

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

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

7.2.2

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

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

The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the Supervisory Board to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement if this has been agreed with the Granting Authority.

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

7.3 Allocation of Institutional unit costs

To cover the costs of the associated partners at the network-wide training events and workshops, the annual network meetings, the dissemination and communication activities, and other network-wide training and networking costs of the Project, the Coordinator will withhold a percentage of each Beneficiary's total contribution to the Research, Training and Networking budget:

- 5 % of the B1 pre-financing transfer – month 1 of the Project,
- 5 % of the B1 interim payment transfer – month 27 of the Project,

For the avoidance of doubt, the Parties hereby agree that, if necessary, their contribution indicated in the table above can be reviewed.

The Parties agree that the estimated budget for the Project as indicated in Annex 2 of the Grant Agreement does not apply. Instead, the Coordinator will retain 50% of the other Parties' Total amount of category B.2 "Management and indirect costs" in order to cover the cost of the Management Support Team ((personnel costs for project management/coordination, bank transfers, organisation of Management Board meetings, etc).

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:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.3 Transfer of Results

8.3.1

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

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (7) 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 (7) after signature of this Consortium Agreement requires a decision of the Supervisory Board.

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of 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 Supervisory Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

Access to results for exploitation must include compensation to the creator of the results

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"

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the [Beneficiary / Party] requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control [listed in Attachment 8]. 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 obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

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

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

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

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

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Supervisory Board to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, or which by its nature ought reasonably to be known to be confidential, 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 Recipients including all copies thereof and to delete all information stored

in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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

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

10.5

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

10.6

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

10.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, 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 (Template for Career Development Plan) under Section 4.3
- Attachment 4a (Secondment Agreement [between Beneficiaries and Associated Partners])
- Attachment 4b (Partnership Agreement according to Section 4.2 / Coordinator or Beneficiaries/ with Associated Partner Organisations – scope might be training activities but no Secondment)
- Attachment 4c (Secondment Agreement (between Beneficiaries and Partner Organisation(s)))
- Attachment 5 (NDA for Advisory Committee agreed under Section 6)
- Attachment 7: List of third parties for simplified transfer according to Section 8.3.2.
- Attachment 8: Identified entities under the same control according to Section 9.5

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

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

Written notice:

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

11.4 Assignment and amendments

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

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

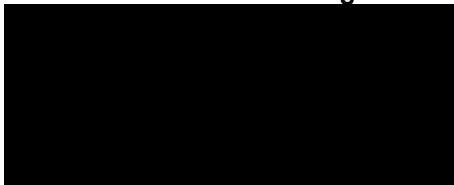
All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

12 Signatures

AS WITNESS:

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

MBN Research Center gGmbH



Signature(s)

Name(s) Prof. Dr. Andrey V. Solov'yov

Title(s) Scientific and Executive Director

Date 26.02.2026

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.

Signature(s)

Name(s)

Title(s)

Date

12 MRT 2026

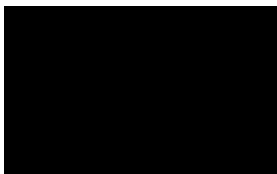


AS WITNESS:

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.

ACADEMISCH ZIEKENHUIS GRONINGEN (UMCG)

Signature(s)



Name(s) Ramon Ortiz

Title(s) PhD, Assistant Professor

Date

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.

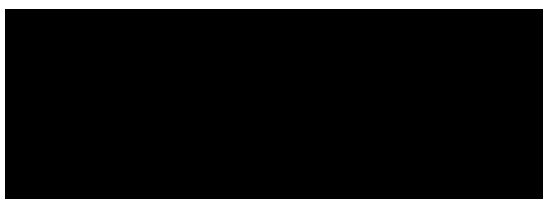
BIOFYZIKALNI USTAV AKADEMIE VED CESKE REPUBLIKY (IBP)

Signature(s)

Name(s) prof. RNDr. Eva Bártová, Ph.D., DSc.

Title(s) Director

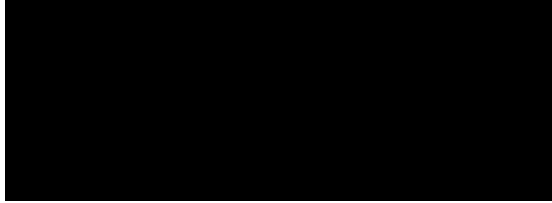
Date 13. 3. 2026



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

CARL VON OSSIETZKY UNIVERSITAET OLDENBURG

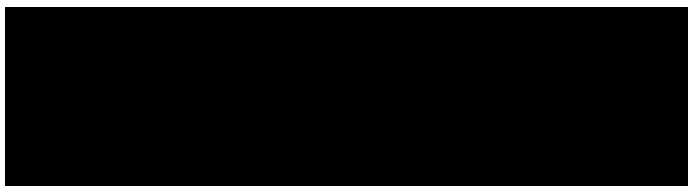


AS WITNESS:

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.

USTAV FYZIKALNI CHEMIE J. HEYROVSKEHO AV CR, v. v. i.

Signature(s)



Name(s) prof. Martin Hof, Dr. rer. nat., DSc.

Title(s) director

Date 11/03/2026

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.

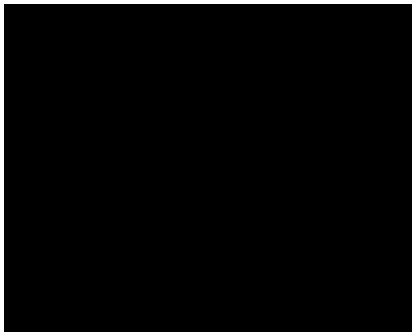
Centre National de la Recherche Scientifique (CNRS)

Signature

Name: Antoine Petit

Title: Président-Directeur Général du CNRS

Date



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.

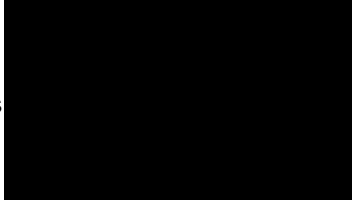
UNIVERSITY COLLEGE LONDON

Signature(s)

Name(s)

Title(s) Head of European Contract Management

Date 06 March 2026

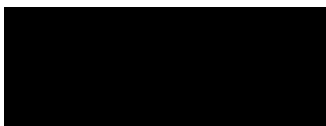


AS WITNESS:

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.

University of Kent

Signature(s)



Name(s)

Nicholas Lancaster

Title(s)

Director of Business Development Research and Innovation (BDRI)

Date

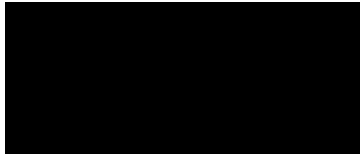
27 February 2026

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.

Queen's University, Belfast

Signature(s)



Name(s): Lisa McCullagh

Title(s): EC Finance Officer

Date: 24 March 2026

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.

As to **MBN RESEARCH CENTER GGMBH (MBN RC)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>MBN Explorer software package (all versions) for advanced multiscale simulations of the structure and dynamics of complex molecular MesoBioNano systems, and the computational algorithms implemented therein; see https://www.mbnresearch.com/get-software</p> <p>MBN Studio (all versions) – a special multitasking software toolkit with a graphical user interface for MBN Explorer; see https://www.mbnresearch.com/get-software</p> <p>The MBN RC team possesses know-how in advanced theoretical and computational analysis of radiation-induced biodamage phenomena using a MultiScale Approach (MSA). This expertise enables to predict the biological outcomes of bio-system irradiation and inform the optimization and/or development of the corresponding radiotherapy treatment plans.</p>	<p>Access to the MBN Explorer and MBN Studio software by Parties involved in the implementation of project tasks involving the MBN RC team and DC training is granted upon conclusion of the relevant software license agreements with MBN RC.</p> <p>The use of the relevant methods, tools, computer codes and scripts will be regulated by signing the appropriate agreements (e.g. collaboration, license or non-disclosure agreements) with MBN RC.</p>	<p>Exploitation of results obtained by using the MBN Explorer and MBN Studio software is regulated by the relevant software license agreements with MBN RC.</p> <p>Exploitation of results obtained by using the MultiScale Approach will be regulated by signing the appropriate agreements (e.g. collaboration, license or non-disclosure agreements) with MBN RC.</p>

As to **ACADEMISCH ZIEKENHUIS GRONINGEN (UMCG)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Methodological expertise in preclinical particle therapy irradiations, including irradiation protocols and experimental design.	Limited to Parties in need for the performance of project tasks at UMCG premises	

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