Consortium Agreement

European Partnership on
One Health Antimicrobial Resistance
(EUP OHAMR)

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1.1, November 2022)

Change Record

Version	**Date**	**Changes**
Version 1	2025-01-31	EUP OHAMR Initial draft
Version 2	2025-03-12	Updates following negotiation round 1
Version 3	2025-04-10	Updates following negotiation round 2
Version 4	2025-05-28	Updates following negotiation round 3
Version 5	2025-07-02	Updates following negotiation round 4
Final version	2025-07-22	Final version for signing

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 the European Commission's General Model Grant Agreement and its Annexes, and is made on 1 June 2025, hereinafter referred to as the Effective Date

BETWEEN:

No.	Short name, Participant organisation name, Legal address	Role
1	**SRC** (Vetenskapsrådet, Swedish Research Council) BOX 1035, 101 38, Stockholm, Sweden	Coordinator
2	**ANR** (Agence Nationale de la Recherche) 86 rue Regnault, 75013 Paris, France	Beneficiary
3	**BMFWF** (Bundesministerium für Frauen, Wissenschaft und Forschung) Minoritenplatz 3, 1010 Wien, Austria	Beneficiary
4	**ETAG** (Sihtasutus Eesti Teadusagentuur) Soola 8, Tartu 51004, Estonia	Beneficiary
5	**FRRB** (Fondazione Regionale per la Ricerca Biomedica) Piazza Citta di Lombardia 1, Milano 20124, Italy	Beneficiary
6	**FCT** (Fundacao para a Ciencia e a Tecnologia) Avenida D Carlos I 126, Lisboa 1249 074, Portugal	Beneficiary
7	**BMFTR** (Bundesministerium für Forschung, Technologie und Raumfahrt) Heinemannstrasse 2, Bonn 53175, Germany	Beneficiary
8	**SPW** (Service Public de Wallonie) Place de la Wallonie 1, Namur 5100, Belgium	Beneficiary
9	**NCN** (Narodowe Centrum Nauki) ul Twardowskiego 16, Krakow 30 312, Poland	Beneficiary
10	**LMT** (Lietuvos Mokslo Taryba) Gedimino 3, Vilnius LT-01103, Lithuania	Beneficiary
11	**IFD** (Innovation Fund Denmark) Ostergade 26 A, Kobenhavn K 1100, Denmark	Beneficiary
12	**IACS** (Instituto Aragones de Ciencias de la Salud) Avenida San Juan Bosco 13, Zaragoza 50009, Spain	Beneficiary
13	**DLR** (Deutsches Zentrum für Luft - und Raumfahrt e.V.) Linder Hohe, Koln 51147, Germany	Beneficiary
14	**FWF** (Fonds zur Förderung der Wissenschaftlichen Forschung) Georg-Coch-Platz 2, Wien 1010, Austria	Beneficiary
15	**MOH-IT** (Ministero della Salute) Via Giorgio Ribotta 5, Roma 00144, Italy	Beneficiary

15.1	**APRE** (Agenzia per la Promozione della Ricerca Europea) Via Cavour 71, Roma 00184, Italy	Affiliated Entity
16	**CSO-MOH** (Ministry of Health - Chief Scientist Office) Yirmiyahu 39, Jerusalem 9101002, Israel	Beneficiary
17	**NARD** (National Agency for Research and Development) 1001 Off 180 Stefan Cel Mare Bvld, Chisinau 2004, Moldova	Beneficiary
18	**FWO** (Fonds Wetenschappelijk Onderzoek-Vlaanderen) Leuvenseweg 38, Brussel 1000, Belgium	Beneficiary
19	**AGES** (Osterreichische Agentur für Gesundheit und Ernahrungssicherheit GmbH) Spargelfeldstrasse 191, Wein 1220, Austria	Beneficiary
20	**AKA** (Suomen Akatemia) Hakaniemenranta 6, Helsinki 00531, Finland	Beneficiary
21	**FNRS** (Fonds de la Recherche Scientifique) Rue d'Egmont 5, Bruxelles 1000, Belgium	Beneficiary
22	**UKRI** (United Kingdom Research and Innovation) Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL, United Kingdom	Beneficiary
23	**DAFM** (Department of Agriculture, Food and the Marine) Agriculture House - Kildare Street, DUBLIN 2 NA, Ireland	Beneficiary
24	**AEI** (State Research Agency of Spain) Torrelaguna 58 Bis, Madrid 28071, Spain	Beneficiary
25	**TUBITAK** (Turkiye Bilimsel ve Teknolojik Arastirma Kurumu) Ataturk Bulvari 221, Ankara 06100, Türkiye	Beneficiary
26	**LZP** (Latvijas Zinatnes Padome) Smilsu Iela 8, Riga LV-1050, Latvia	Beneficiary
27	**AICIB** (Agencia de Investigacao Clinica e Inovacao Biomedica) Rua de Santa Catarina 1288, Porto 4000-447, Portugal	Beneficiary
28	**MZCR** (Ministerstvo Zdravotnictvi Ceske Republiky) Palackeho Namesti 375/4, 128 00 Praha 2, Czechia	Beneficiary
28.1	**AZVCR** (Agentura pro Zdravotnicky Vyzkum Ceske Republiky) Ruska 2412/85, 100 05, Praha 10, Czechia	Affiliated Entity
29	**HLSC** (Health & Life Sciences Cluster Bulgaria) 12 Hadzi Dimitar Str, Sofia 1000, Bulgaria	Beneficiary
30	**NWO** (Nederlandse Organisatie voor Wetenschappelijk Onderzoek) Laan van Nieuw Oost-Indië 300, 2593 CE Den Haag, Netherlands	Beneficiary
31	**REM** (Regionaal- ja Põllumajandusministeerium) Suur-Ameerika, 1, Tallinn 10122, Estonia	Beneficiary
32	**XM** (Xjenza Malta) Villa Bighi, Dawret Fra Giovanni Bighi, Kalkara KKR 1320, Malta	Beneficiary

33	**SAMRC** (South African Medical Research Council) Francie van Zijl Drive - Parowvalley, Tygerberg 7505, South Africa	Beneficiary
33.1	**DSI** (Department of Science and Innovation) Meiring Naude Road 53 CSIR Campus, PO box: 000, 0001, Brummeria, South Africa	Affiliated Entity
34	**TÉ-RI** (Taighde Éireann - Research Ireland) Three Park Place Hatch Street Uppe, Dublin D02 FX65, Ireland	Beneficiary
35	**RCN** (The Research Council of Norway) Drammensveien 288, Oslo 0283, Norway	Beneficiary
36	**ISCIII** (Instituto de Salud Carlos III) Monforte De Lemos 5, Madrid 28029, Spain	Beneficiary
37	**HRB** (The Health Research Board) 67 72 Lower Mount Street, Dublin D02 H638, Ireland	Beneficiary
38	**ICARS** (International Centre for Antimicrobial Resistance Solutions) Ørestads Boulevard 5, Copenhagen 2300, Denmark	Beneficiary
39	**EPHA** (European Public Health Alliance) Rue De Treves 49-51, Brussels 1040, Belgium	Beneficiary
40	**EPF** (European Patients' Forum) Rue des Deux Églises 14, 1000 Brussels, Belgium	Beneficiary
41	**TLS** (Fondazione Toscana Life Sciences) Via Fiorentina 1, Siena 53100, Italy	Beneficiary
42	**ZonMw** (Zorgonderzoek Nederland) Laan Van Nieuw Oost Indie 334, Den Haag 2593 CE, Netherlands	Beneficiary
43	**KIT** (Het Koninklijk Instituut voor de Tropen) Mauritskade 63, Amsterdam 1092 AD, Netherlands	Beneficiary
44	**BU/CARB-X** (The Trustees of Boston University/Combating Antibiotic-Resistant Bacteria Biopharmaceutical Accelerator) Commonwealth Avenue 881, Boston MA 02215, United States	Beneficiary
45	**DHSC** (Department of Health and Social Care) Quarry House, Quarry Hill, Leeds LS2 7UE, United Kingdom	Beneficiary
46	**NKFIH** (Nemzeti Kutatási, Fejlesztési és Innovációs Hivatal) Kethly Anna Ter 1, Budapest 1077, Hungary	Beneficiary
47	**CVTI SR** (Centrum Vedecko-Technických Informácií Slovenskej Republiky) Lamacska Cesta 8 A, Bratislava 811 04, Slovakia	Beneficiary
48	**GARDP** (Global Antibiotic Research and Development Partnership) Chemin Camille-Vidart 15, CH-1202, Geneva, Switzerland	Associated Partner
49	**SNSF** (Swiss National Science Foundation) Wildhainweg 3, P.O. Box, CH-3001 Bern, Switzerland	Associated Partner
50	**CIHR** (Canadian Institutes of Health Research)	Associated Partner

	160 Elgin Street, 9th Floor, Address Locator 4809A, Ottawa ON K1A 0W9, Canada	

hereinafter, jointly or individually, referred to as ”Parties” or ”Party”

relating to the Action entitled

EUROPEAN PARTNERSHIP ON ONE HEALTH ANTIMICROBIAL RESISTANCE in short

EUP OHAMR

hereinafter referred to as “EUP OHAMR”

WHEREAS:

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

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement 101217154 to be signed by the Beneficiaries and Affiliated Entities and the Granting Authority (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCA Model Consortium Agreement for Horizon Europe.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Advisory Bodies”

The Advisory Bodies are the Strategic Board, the Scientific Advisory Board, the External Ethics Advisory Board, and the Stakeholder Forum.

“Access Rights Needed”

Access Rights Needed means:

For the implementation of the EUP OHAMR:

> 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.

“Annual Work Programme”

Annual Work Programme (AWP) means the description of the upcoming activities and the related agreed budget on a yearly basis along the Consortium Plan jointly developed by the responsible Parties and agreed by the General Assembly. Each AWP is a deliverable of the Consortium Plan and has to be approved by the European Health and Digital Executive Agency (HaDEA).

“Affiliated Entity”

Affiliated Entity (AE) is an entity affiliated to a beneficiary within the meaning of article 187 of EU Financial Regulation 2018/10466 which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

“Associated Partner”

Associated Partners (AP) which participate in the action, but without the right to charge costs or claim contributions.

“Beneficiary”

The signatories of the Grant Agreement (either directly or through an accession form).

“Call Steering Committee”

The Call Steering Committee (CSC) is constituted by representatives of the participating Funding Organisations in each Joint Transnational Call (JTC).

“Conflict of Interest”

A Conflict of Interest (CoI) exists if an applicant to a EUP OHAMR call has personal or professional dependencies with any EUP OHAMR Party or staff that could provide an unfair advantage in the call or that compromises the impartiality of a reviewer or EUP OHAMR Party or staff in the evaluation, ranking or funding decision of a proposal (in their own view or in the eyes of any external third party).

The rules of Conflicts of Interest apply to all Parties, and their staff, and all the members of the EUP OHAMR governance and Advisory Bodies unless specifically exempted in the Grant Agreement, the Attachment 6 of this Agreement, or by a decision of the General Assembly.

“Confidential Information”

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 EUP OHAMR during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when

disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

“Consortium Body”

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

“Consortium Agreement Budget”

Consortium Agreement Budget is the budget of implementation of the Consortium Plan (Attachment 1).

“Consortium Plan”

Consortium Plan means the Description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

“Coordinator”

The Coordinator is the legal entity and Beneficiary acting as the intermediary between the Consortium and the Granting Authority.

“Data Management Plan”

A Data Management Plan (DMP) is a plan which shall describe how data collected and/or created will be managed by the partnership while implementing its various actions, and how they will be dealt with afterwards.

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in 4.4 of this Consortium Agreement.

“Effective Date”

The Effective Date, 1 June 2025, is the specific date when this Consortium Agreement begins its operation and becomes legally binding.

“European Commission Financial Contribution”

European Commission (EC) Financial Contribution is the financial contribution of the Granting Authority to the EUP OHAMR. The EC Financial Contribution is 30% of all eligible costs for implementation and financial support of third parties approved by the Granting Authority.

“External Ethics Advisory Board”

The External Ethics Advisory Board (EEAB) is a permanent independent external advisory body, with the purpose of monitoring all the ethical aspects of the EUP OHAMR and providing feedback on such matters in the partnership’s periodic reports.

“Force Majeure”

Force Majeure means any situation or event that:

- prevents a Party to fulfil their obligations under this Consortium Agreement,
- was unforeseeable, exceptional situation and beyond the Party's control,
- was not due to error or negligence on their part; and proves to be inevitable despite exercising all due diligence.

The following cannot be invoked as Force Majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless
- they stem directly from at relevant case of force majeure, labour disputes or strikes, or
- financial difficulties.

"Funding Organisation"

Funding Organisation is a national or regional legal entity responsible for providing the national share of funding for a project selected within a EUP OHAMR Joint Transnational Call (JTC).

"General Assembly"

The General Assembly is the formal decision-making body of the partnership and is chaired by the Coordinator. It consists of one representative from each Party.

"Grant Agreement Budget"

The Grant Agreement Budget is Annex 2 of the EUP OHAMR Grant Agreement.

"Granting Authority"

Granting Authority is the European Commission via the European Health and Digital Executive Agency (HaDEA) awarding the grant for the EUP OHAMR.

"Highly Detrimental Situation"

A Highly Detrimental Situation means a situation that may arise if the funding decision agreed among Parties, and occurring after the Ranking List as established by the Peer Review Panel (PRP) leads to the loss of more than 15% of the maximum possible EC contribution based on the total national commitment of funds.

"Joint Transnational Calls"

Joint Transnational Calls (JTCs) mean the co-funded calls for collaborative proposals in Antimicrobial Resistance (AMR) which are organised annually by all Funding Organisations participating in the respective JTC and represent one of the main objectives of the EUP OHAMR.

"Party / Parties"

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative. The terms "Party" or "Parties" are used in the respective chapter.

"Peer Review Panel"

Peer Review Panel (PRP) is the board of independent experts evaluating proposals for the JTCs.

“Results”

Results means any (tangible or intangible) output of the EUP OHAMR such as data, knowledge or information – whatever its form or nature, whether it can be protected or not – that is generated in the EUP OHAMR, as well as any rights attached to it, including intellectual property rights.

“Scientific Advisory Board”

The Scientific Advisory Board (SAB) will include experts with an advisory capacity on scientific/research policy related matters. The SAB will inform the partnership's priority-setting process and advises on strategic and scientific issues. It will collect views and feedback from the scientific community and experts.

“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.

“Stakeholder Forum”

The Stakeholder Forum will be installed as a strategic advisory board towards the EUP OHAMR and will be made up of representatives of organisations covering the One Health (OH) spectrum, AMR in health and care policy areas.

“Strategic Board”

The Strategic Board is an overarching body that connects the EUP OHAMR with additional European and international countries to align and coordinate the partnership activities with activities undertaken at national levels.

“Third Parties”

Third Parties are entities that contribute to the action without being direct Beneficiaries (this includes members of a consortium financially supported to implement a Transnational Project).

“Transnational Project”

Transnational Project is a project selected for funding under the JTC of EUP OHAMR.

1.3 Applicable Documents

For the sake of clarity, the following documents, listed from more general to the more specific, are part of the EUP OHAMR and apply to this Consortium Agreement:

- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (…) (“Financial Regulation”);
- The Horizon Europe Regulation;
- Council Decision (EU) 2021/764 of 10 May 2021 establishing the Specific Programme implementing Horizon Europe – the Framework Programme for Research and Innovation, and repealing Decision 2013/743/EU (Text with EEA relevance);
- the Grant Agreement 101217154

2 Purpose

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

For the avoidance of doubt, this Consortium Agreement is limited to the EUP OHAMR. The consortia of the Transnational Projects funded under the EUP OHAMR must execute separate consortium agreements in accordance with their specific needs.

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.

A Party which has not yet signed this Consortium Agreement shall neither be entitled to vote nor to receive any EC Financial Contribution.

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 may be terminated in accordance with the terms of this Consortium Agreement

if

- the Grant Agreement is not signed by the Granting Authority; or
- the Grant Agreement is terminated.

The participation of one Party to this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement

if

- a Beneficiary’s participation in the Grant Agreement is terminated; or
- a Party is in Breach of this Consortium Agreement (section 4.4).

If the participation of a Party in the Consortium Agreement is terminated, it will be subject to the provisions surviving the expiration or termination under section 3.3 of this Consortium Agreement.

If the participation in the Grant Agreement of a Beneficiary or an Affiliated Party is terminated, the terminating subject shall do its utmost to limit the consequences for the EUP OHAMR. Wherever possible, it shall honour its commitments in funding the running Transnational Projects under EUP OHAMR Joint Transnational Calls (JTCs). If an Associated Partner´s (AP's) participation in the EUP OHAMR is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (section 3.3 and section 4.3).

In case if any Party would like to withdraw from the EUP OHAMR, the Coordinator must be notified of the withdrawal at least 90 calendar days in advance via written notice. The Coordinator shall then promptly inform the Consortium and the Granting Authority. Additionally, the costs incurred by the withdrawing Party prior to the withdrawal should remain eligible.

3.3 Survival of rights and obligations

The provisions relating to Access Rights, dissemination, confidentiality, for the time period mentioned therein, as well as for liability, applicable law, settlement of disputes shall survive the expiration or termination of this Consortium Agreement for the duration of the obligations towards the Granting Authority as described in the Grant Agreement.

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

4 Responsibilities of Parties

4.1 General principles

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

Each Party undertakes to notify promptly the Granting Authority and the other Parties, in accordance with the Governance Structure of this Consortium Agreement, of any significant information, fact, problem or delay likely to affect the EUP OHAMR.

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 Affiliated Entities

Entities Affiliated to a Beneficiary within the meaning of article 187 of EU Financial Regulation 2018/1046, participate in the action as Affiliated Entities (AEs) with similar rights and obligations as the Beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

They do not become Party to the Grant Agreement (do not sign the Grant Agreement) but they are part of the consortium. They are therefore de facto treated like beneficiaries (have their own financial statement, must provide their own Certificate on Financial Statement (CFS), must contribute to the technical report must submit deliverables, etc.).

As defined in article 8 of the Grant Agreement, AEs can charge costs and contributions to the action under the same conditions as the Beneficiaries and must implement the action tasks attributed to them in Annex 1 “Description of Action” of the Grant Agreement in accordance with article 11 of the Grant Agreement on Proper implementation of the action. Their costs and contributions will be considered for the calculation of the grant. All the obligations of the Beneficiaries under the Grant Agreement (as stipulated in its article 8) and relevant obligations of Parties under this Consortium Agreement also apply to their AEs. Breaches by AEs will be handled in the same manner as breaches by Beneficiaries.

4.3 Specific responsibilities for Associated Partner(s)

For the avoidance of doubt, the Associated Partner(s) (AP) do(es) not sign the Grant Agreement and do(es) not receive funding from the Granting Authority and therefore do(es) not have a right to charge costs or claim contributions from the Granting Authority. AP(s) must ensure its/their own funding for the implementation of the EUP OHAMR. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the AP(s). The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the AP(s).

The AP(s) hereby commit(s) to implement EUP OHAMR tasks attributed to it/them in Annex 1 of the Grant Agreement.

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

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

These are the only sections of the Grant Agreement that apply to AP(s), as AP(s) are not bound by the Grant Agreement. In all other aspects the Consortium Agreement supersedes the Grant Agreement for AP(s).

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

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

Any AP from a non-EU-country will comply to respect general principles including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data.

Should the AP(s) be obliged to sign a separate agreement concerning its funding for the EUP OHAMR, it is the responsibility of the AP to ensure such agreement is not in conflict with this Consortium Agreement.

Where an AP terminates its participation in the Consortium Agreement for any justified reason (subject to the provisions in section 3.2) or otherwise covered by mutual consent of the Parties, the Coordinator and withdrawing AP should endeavour to liaise with the General Assembly and appropriate representatives of the Granting Authority and its national funding authority on how best to manage the withdrawal of the AP, both from a technical and financial perspective.

The Parties will endeavour to comply with the resulting recommendations and therefore, if required, the AP shall use reasonable endeavours to either support a transfer of its national funding authority funding to another institution who can complete the work, or subcontract certain tasks to another institution, subject always to the national funding authority approving any such transfer. The Parties shall not object to such transfer or subcontracting unless justified, in particular, if the transfer or subcontract would jeopardise proper implementation of EUP OHAMR.

If the aforementioned endeavours do not lead to a solution that is approved by the European Commission and the national funding authority, and the relevant AP still withdraws from the EUP OHAMR, or being declared a Defaulting Party, an AP shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this APs tasks and the costs for additional efforts necessary to implement EUP OHAMR.

Moreover, an AP is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this AP´s actions or omissions during Grant Agreement preparation, EUP OHAMR implementation or after the end of EUP OHAMR. Regarding such claims the AP´s special liability is limited to the amount of its total budget as indicated in Annex 1 of the Grant Agreement.

4.4 Breach

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

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

4.5 Involvement of third parties

A Party that enters into a subcontract or otherwise involves Third Parties (including but not limited to AEs or other Participants) in the EUP OHAMR is responsible that the Third Party:

- carries out its relevant part of the EUP OHAMR action;
- is in compliance with the provisions of this Consortium Agreement and of the Grant Agreement; and
- does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

4.6 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (GDPR) 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 EUP OHAMR 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. This agreement shall be in compliance with the terms of this Consortium Agreement and applicable law. Any transfer of data relevant to GDPR outside of the EU/EEA shall always take place in compliance with GDPR and relevant data protection legislation. In that case, each Party shall implement appropriate measures that can meet the EU's data protection standards, such as adequacy decisions, standard contractual clauses (SCCs), binding corporate rules (BCRs), derogations (article 49 GDPR), Data Protection Impact Assessment (DPIAs), certification mechanisms, codes of conduct, etc.

5 Liability towards each other

5.1 No warranties

In respect of any information or materials (including Results and Background) supplied by one Party to another under the EUP OHAMR, 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.

However, each Party shall promptly inform the other Party/ies of any claims of third parties that come to their knowledge.

5.2 Limitations of contractual liability

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

A Party's general aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the EUP OHAMR as identified in Annex 2 of the Grant Agreement and updated through the AWP and the Consortium Agreement Budget (Attachment 1). It shall be clear that the applicable liability shall be the one set in forth at the time the damage occurred.

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

The rights, duties, obligations and liabilities of the Parties hereto shall not be joint and several.

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

6 Governance structure

6.1 General structure

The governance structure aims to be simple and robust and includes both strategic and executive bodies. The role and responsibilities of each Consortium Body will be defined below and further described in terms of references and Rules of Procedure documents, ensuring legitimate and transparent decisions. The governance structure to be established is described below and illustrated in Figure 1.

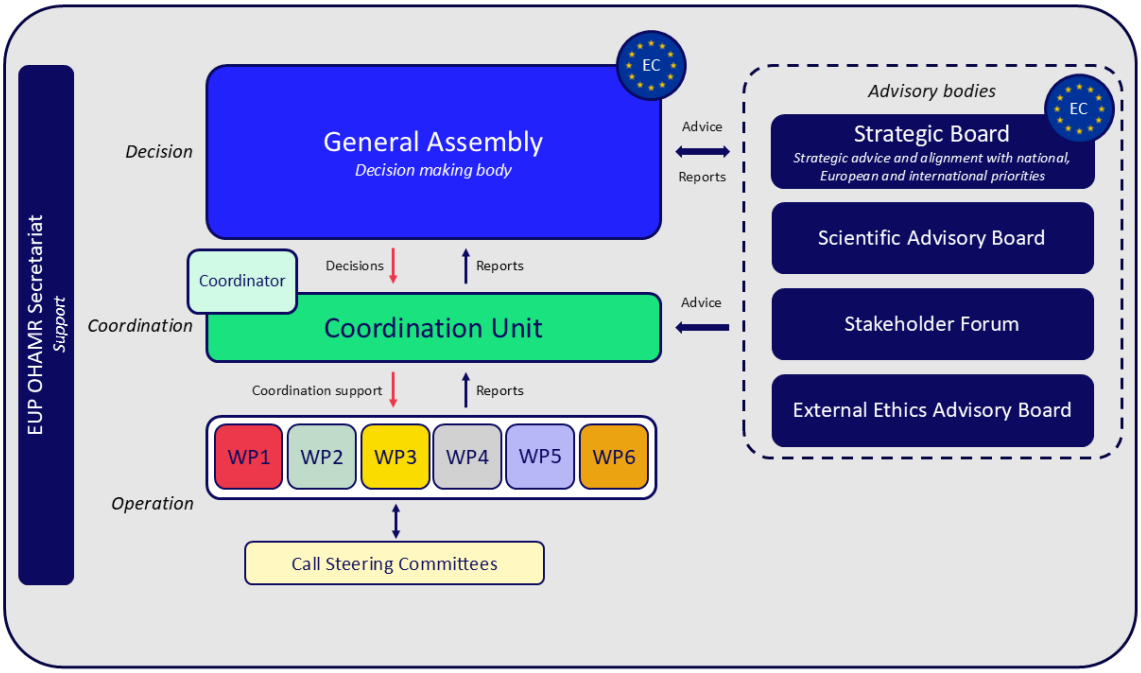

Figure 1. The Consortium Bodies and governance structure of the EUP OHAMR.

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

The General Assembly

The General Assembly is the formal decision-making body of the partnership and is chaired by the Coordinator. It consists of one representative from each Party with the EC as an observer.

The Coordination Unit

The Coordination Unit (CU) manages the partnership strategy and coordinates activities between the Work Packages (WP). Mandated by the CA, the CU develops and implements the work plan along the agreed lines of action and reports to the General Assembly. The CU is supported by the EUP OHAMR Secretariat, which is hosted by the Coordinator.

The Call Steering Committees (CSC)

The CSC is responsible for the governance of a given call and acts as an operative decision-making body related to the implementation of that respective call.

The mandate of the CSC starts with the preparation of the concerned JTCs' Memorandum of Understanding and ends when the Transnational Projects funded through the specific JTC end.

The Coordinator

The Coordinator is the legal entity acting as the intermediate between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. The Coordinator is assisted by the EUP OHAMR Secretariat.

The EUP OHAMR Secretariat

The EUP OHAMR Secretariat is hosted by the Coordinator. It will serve as the contact point for EUP OHAMR, and will support the work of the Strategic Board, General Assembly and of the CU (i.e. planning and organisation of the meetings, drafting of the minutes)

The Advisory Bodies

The EUP OHAMR will establish Advisory Bodies, including the Strategic Board, the Scientific Advisory Board (SAB), the External Ethics Advisory Board (EEAB), and the Stakeholder Forum. The Advisory Bodies will be appointed by the General Assembly and will assist and facilitate the decisions made by the General Assembly.

6.2 General operational procedures for each Consortium Body

6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any Member:

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

6.2.2 Preparation and organisation of meetings

Meetings of each Consortium Body may be held physical or by tele- or videoconference, or other telecommunication means.

6.2.2.1 Convening meetings

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

Consortium Body	Ordinary meeting	Extraordinary meeting
General Assembly	At least twice a year	At any time upon request of the Coordination Unit or 1/3 of the Members of the General Assembly
Coordination Unit	At least monthly, and at least quarterly with representatives of the Advisory Boards and General Assembly	At any time upon request of any Member of the Coordination Unit
Strategic Board	At least once a year	At any time upon request of the General Assembly, this may include joint meetings between the General Assembly and Strategic Board
External Ethics Advisory Board	At least once a year	At any time upon request of the Coordination Unit

Call Steering Committee	At least three meetings per call	At any time upon request of the Joint Call Secretariat

6.2.2.2 Notice of meetings

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.

Consortium Body	Ordinary meeting	Extraordinary meeting
General Assembly	60 calendar days	15 calendar days
Coordination Unit	15 calendar days	10 calendar days
Strategic Board	60 calendar days	15 calendar days
External Ethics Advisory Board	15 calendar days	10 calendar days
Call Steering Committee	15 calendar days	10 calendar days

6.2.2.3 Sending the agenda

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

Consortium Body	Ordinary meeting	Extraordinary meeting
General Assembly	30 calendar days	14 calendar days
Coordination Unit	10 calendar days	10 calendar days
Strategic Board	30 calendar days	14 calendar days
External Ethics Advisory Board	10 calendar days	10 calendar days
Call Steering Committee	10 calendar days	10 calendar days

6.2.2.4 Adding agenda items:

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

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

Consortium Body	Ordinary meeting	Extraordinary meeting
General Assembly	7 calendar days	7 calendar days
Coordination Unit	7 calendar days	7 calendar days
Strategic Board	7 calendar days	7 calendar days
External Ethics Advisory Board	7 calendar days	7 calendar days
Call Steering Committee	7 calendar days	7 calendar days

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

6.2.3 Voting rules and quorum

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 an extraordinary meeting within 15 calendar days.

A Party, which the General Assembly has declared according to section 4.4 to be a Defaulting Party, may not vote.

Each Consortium Body shall strive to make decisions by consensus. If consensus cannot be achieved, decisions on proposals shall be taken by a majority of the votes cast.

The voting rules are:

Consortium Body	Voting rights
General Assembly	- One vote for each Party
Strategic Board	- One vote for each European member state represented by at least one EUP OHAMR Beneficiary - One vote for each associated country - One vote for each invited third country
Coordination Unit	- One vote for each Work Package leader
Call Steering Committee	Voting regarding the distribution of EC Financial Contribution to Third Parties: - One vote per representative from each Funding Organisation eligible for EC Financial Contribution that is financially contributing to the given JTC with an individual budget Voting regarding all other decisions: - One vote per representative from each Funding Organisation financially contributing to the given JTC with an individual budget

6.2.4 Veto rights

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 that Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

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 by that Party.

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 from the chairperson of the outcome of the vote by that Party.

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.

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.

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

6.2.5 Minutes of meetings

The Party in charge of organising a meeting shall produce minutes of each meeting which shall be the formal record of all decisions taken. The Party shall send the draft minutes to all Members of that Consortium Body within 15 calendar days of the meeting.

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

The Party in charge of organising a meeting shall send the accepted minutes to all the Members of that Consortium Body and to the Coordinator, who shall retain copies of them.

6.2.6 Forms of meetings and decisions

Decisions will only be binding once the relevant part of the minutes has been accepted according to section 6.2.5.

Any decision may also be taken without a meeting if

a) the chair of a Consortium Body circulates to all Members of the Consortium Body a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party; and

b) the decision is agreed by 51% of all Parties.

The chair of a Consortium Body shall inform all the Parties of the outcome of this vote. A veto according to section 6.2.4 of this Consortium Agreement may be submitted up to 15 calendar days after receipt of this information by the Party.

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

6.2.7 Information Barriers during meetings

EUP OHAMR Parties that are not funders and/or are eligible to apply in JTCs of EUP OHAMR will not participate in the CSCs or the Joint Call Secretariats (JCSs), with the exception of Parties listed in Attachment 6. They will further not participate in meetings (or dedicated sessions of meetings) of the CU, Strategic Board and General Assembly when confidential information about the JTCs or other calls are discussed or if confidential information about call-related topics are provided. They are not eligible to vote in decisions with regard to the JTCs or the evaluation process.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

The General Assembly shall consist of one representative of each Party (hereinafter “General Assembly Member”) with the EC as an observer.

Each Party shall ensure internally that the person acting at a meeting has the necessary authority or has obtained a mandate from the competent officer/s for the decisions to be taken and shall inform the EUP OHAMR Secretariat in due time of the identity and contact of its General Assembly Member and of any change that may occur during the duration of EUP OHAMR. The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly. The chairs of the Advisory Bodies shall participate as observers.

6.3.1.2 Decisions

The General Assembly is responsible for the overall direction and follow-up of the EUP OHAMR. The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from exercising their veto rights, according to section 6.2.4, or from submitting a dispute to resolution in accordance with the provisions of section 13.8.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Consortium Plan (Annexes 1 and 2 of the Grant Agreement) to be agreed by the Granting Authority;
- Additions or modifications to all attachments of this Consortium Agreement;
- Develop and agree on the upcoming AWPs and related budgets on a yearly basis including decision on strategic focus area and call timeline and selection of call topics;
- Adaptation of AWP budgets (including decisions related to a Highly Detrimental Situation);
- Use of the Reserve Fund;
- Updates of the Strategic Research and Innovation Agenda (SRIA);
- Decisions related to a conflict of interests; and

- Settlement of disputes.

Appointments

- Appointment of representatives of third countries to the Strategic Board
- Appointment of Members of the Scientific Advisory Board
- Appointment of Members of the External Ethics Advisory Board
- Appointment of the Joint Call Secretariats

Evolution of the Consortium

- Developing Rules of Procedures for the EUP OHAMR Consortium Bodies;
- Entry/withdrawal of a Party to/from the EUP OHAMR and approval of the settlement on the conditions of the accession/withdrawal of such a Party;
- Decisions related to the termination of a Party's participation in EUP OHAMR (including handling of additional costs, if any)
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement and the remedies to be performed by such Party;
- Declaration of a Party to be a Defaulting Party and the remedies to be performed by such Party (including termination of such Party's participation in EUP OHAMR);
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of a Party/Parties against another Party/other Parties;
- Proposal to the Granting Authority for a change of the Coordinator;
- Proposal to the Granting Authority for a change of Work Package (WP) leaders;
- Proposal to the Granting Authority for suspension of all or part of the EUP OHAMR; and
- Proposal to the Granting Authority for termination of the EUP OHAMR and the Consortium Agreement.

Limitations for Associated Partners (APs)

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

- Financial changes to the Consortium Plan that do not affect the APs
- Distribution of EC Financial Contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement that do not affect APs to be agreed by the Granting Authority
- Decision related to section 7.3.5 of this Consortium Agreement

6.3.2 Coordination Unit

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

6.3.2.1 Members

The Coordination Unit (CU) shall consist of the Coordinator and the additional WP Leaders. The Coordinator shall chair all meetings of the CU, unless decided otherwise by a majority of two-thirds of the General Assembly.

6.3.2.2 Tasks

The CU shall:

- be responsible for the strategic development and implementation of the work plan along the agreed lines of action and reports to the General Assembly;
- actively and regularly seek advice from the Strategic Board, the Scientific Advisory Board, the Stakeholder Forum, and the External Ethics Advisory Board in order to align the EUP OHAMR activities with national and international strategies and initiatives;
- establish an active dialogue and engagement with representatives of the General Assembly (e.g. ad hoc working groups);
- coordinate and monitor the effective and efficient implementation of the EUP OHAMR in collaboration with the Coordinator;
- monitor compliance with rules and good practice principles of European Partnerships are addressed, both in terms of operational management (including finances, Conflicts of Interests, and transparent reporting) as well as the strategic focus and the coordination of the partnership and relations with stakeholders;
- collect information at least twice a year as per reporting schedule in section 7.2.2 on the progress of the EUP OHAMR, examine that information to assess the compliance of the EUP OHAMR with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly;
- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables;
- prepare the content and timing of external communication and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures in article 17 of the Grant Agreement and its Annex 5, section “Communication, Dissemination, Open Science and Visibility” and of section 9 of this Consortium Agreement; and
- in the case of abolished tasks as a result of a decision of the General Assembly, advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.3.3 Call Steering Committee (CSC)

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

6.3.3.1 Members

The CSC is composed of one mandated representative from each Funding Organisation participating in a given JTC (hereinafter “CSC Members”).

6.3.3.2 Tasks

The CSC shall:

- Develop and approve the Call Memorandum of Understanding (MoU) and the text of the Call documents (call text, call procedures, instructions for applicants and reviewers);
- Agree on the eligibility of applicants in Transnational Projects based on the general JTC and national/regional eligibility rules;
- Nominate and appoint potential external reviewers and members of the Peer Review Panel (PRP);
- Decide on which proposals for Transnational Projects to be invited to submit a full-proposal or be recommended for funding;
- Decide on the use of EC Financial Contribution for support of third parties in JTCs;
- Re-evaluate the rules for the use of the EC Financial Contribution for the Transnational Projects, if a Highly Detrimental Situation has occurred. Of note, APs are not authorised to take part in the vote for all decisions related to the distribution of EC Financial Contribution between parties;
- Manage the redress procedure of the JTCs; and
- Consent to major modifications affecting the workplan and composition of the funded Transnational Projects.

6.3.4 Coordinator

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.

6.3.4.1 Members

The Coordinator is the Swedish Research Council (SRC).

6.3.4.2 Tasks

In particular, the Coordinator shall be responsible for:

- monitoring the progress of the EUP OHAMR in collaboration with the CU;
- providing a platform in which all Parties can access internal guidelines and documents;
- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement;
- convening and chairing General Assembly and CU meetings;
- preparing the meetings and agenda, proposing decisions of the General Assembly and CU meetings according to section 6.3.1.2;
- support the Strategic Board presidium to plan and convene the Strategic Board meetings;
- seeking a consensus among the Parties;
- keeping the contact list of Members of the Consortium Bodies and other contact persons updated and available;

- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority;
- promptly transmitting documents and information related to the EUP OHAMR to any external Party concerned;
- administering the EC Financial Contribution and fulfilling the financial tasks described in section 7;
- establishing a cost monitoring system and providing the General Assembly with the results of this cost assessment;
- 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;
- handling Conflicts of Interest;
- providing a copy of the Grant Agreement and its Annexes to the APs
- handling and advising on the settlement of disputes;
- ensure the execution of a Confidential Disclosure Agreement (hereinafter CDA) (Attachment 5) with each Member of the Advisory Bodies.

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

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

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, this Consortium Agreement, or. explicitly authorised by each Party in writing.

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

6.3.5 Advisory Bodies

The Advisory Bodies are the Strategic Board, the Scientific Advisory Board, the Stakeholder Forum and the External Ethics Advisory Board.

The Advisory Bodies meetings are organised by appointed Beneficiaries in tasks 1.1, 2.4 and under the Ethics task, Annex 1 of the Grant Agreement.

The Coordinator will ensure that a CDA (Attachment 5) is executed between all Parties and each Member of the Advisory Bodies. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after the nomination or before any Confidential Information will be exchanged/disclosed, whichever date is earlier. The appointed task-leader shall write the minutes of the Advisory Bodies meetings and submit them to the General Assembly.

6.3.5.1 Strategic Board

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

6.3.5.1.1 Members

The Strategic Board shall consist of a maximum of two representatives of (i) each participating EU Member State, (ii) each participating associated country, (iii) each invited third country, as well as a one representative of each of the relevant UN agencies, relevant EU agencies, and EC representatives (hereinafter “Strategic Board Members”). For countries with two representatives, the two representatives should cover different OH sectors.

An elected chair and a presidium of three vice-chairs, to ensure a fair representation of national interests, shall plan and convene the meetings of the Strategic Board. Additional presidium members may be appointed ad hoc.

6.3.5.1.2 Tasks

The Strategic Board shall:

- provide policy directions and comprehensive strategic advice to the General Assembly and CU in terms of the partnership's vision and goals, and alignment with European priorities and international initiatives; and
- identify and report on relevant national or regional R&I activities related to the partnership and provides an interface between national authorities and relevant partnership activities

6.3.5.2 The Scientific Advisory Board

The Scientific Advisory Board (SAB) will include experts with an advisory capacity on scientific/research policy related matters. The SAB will inform the partnership's priority-setting process and advise on thematic and operational issues and constraints for the partnership's work supported in WP 1. It will collect views and feedback from the scientific community and experts. The General Assembly and Strategic Board will nominate candidates and SAB members will be validated by the General Assembly with the aim of obtaining a well-balanced composition of members in terms of gender, expertise, scientific disciplines and geographical background.

6.3.5.3 The External Ethics Advisory Board

The External Ethics Advisory Board (EEAB) will consist of experts with competence covering life science and social scientific research and innovation, the involvement of animal and human participants in research studies, the protection of personal data, the involvement of non-EU countries, health and safety issues related to the use of resistant pathogens, as well as the use of artificial intelligence (AI). This board will be responsible for ethics oversight of the programme but also in the evaluation of the ethical and Responsible Research and Innovation aspects of the selected Transnational Projects for funding.

6.3.5.4 The Stakeholder Forum

The Stakeholder Forum will be installed as a strategic advisory board towards the EUP OHAMR. The SHF will be composed of representatives of organisations covering the OH spectrum, AMR in health and care policy areas, such as patient organisations, civil society, industry organisations pertaining to OHAMR challenges and from other European Partnerships, European Agencies and international initiatives. It shall be linked to the other advisory boards through the participation of the chairs of the Strategic Board, Scientific Advisory Board and the External Ethics Advisory Board.

7 Financial provisions

7.1 General Principles

Section 7 of the Consortium Agreement applies to all Beneficiaries and AEs. All provisions included in this chapter apply to the AEs in the same way that they apply to the Beneficiaries, unless there is a specific exception for AEs. The Beneficiaries must ensure that their AEs respect the obligations stipulated in this section (i.e. by signing a contract with them). The provisions of this section does not apply to APs. APs agree to cover their costs with their own funds.

7.1.1 Distribution of financial contribution

The EC Financial Contribution shall be distributed by the Coordinator according to the Consortium Plan defined as:

- the Description of Action (Annex 1 of the Grant Agreement) and Grant Agreement Budget (Annex 2 of the Grant Agreement) and amendments to the Grant Agreement;
- the AWPs;
- the approval of reports by the Granting Authority; and
- the provisions of payment in section 7.2 and section 7.3.

A Beneficiary and AE shall be funded only for tasks carried out in accordance with the Consortium Plan (Annex 1 of the Grant Agreement), subsequent amendments, AWPs and other budget changes approved by the Granting Authority. The funding received by a Beneficiary or an AE is intended to cover the additional costs incurred to guarantee a proper implementation and the success of the EUP OHAMR. In no case is the funding received intended to cover costs of activities for its own purposes.

A Beneficiary shall only be able to receive funds after having duly signed the Consortium Agreement and the Accession Form to the Grant Agreement. The AEs linked to a Beneficiary shall only be able to receive funds after the signing of the Consortium Agreement and the Accession Form to the Grant Agreement by the linked Beneficiary.

7.1.2 Specific funding principles related to the Financial Contribution of Third Parties in JTCs

It is agreed by all Parties, that only those Parties, that are eligible for receiving funding from the Granting Authority according to the Grant Agreement (Beneficiaries including their AEs), shall be entitled to receive a share of the EC Financial Contribution.

Each Funding Organisation shall use reasonable endeavours to match their available regional/national financial commitment to each JTC with the expected success of their respective research communities.

Parties agree with the following general principles for the allocation of the Granting Authority share:

The Parties agree that 33% of Granting Authority share of the EC Financial Contribution to Third Parties in each JTC will be used for implementation costs.

The Funding Organisations eligible for EC Financial Contribution agree to use the Granting Authority contribution, following the allocation of the implementation costs, for Transnational Projects as a “mix-mode” funding model composed of:

I. Reimbursement: a minimum of 40% of the EC Financial Contribution for each JTC will be distributed among eligible Funding Organisations, on a fixed reimbursement rate (pro-rata), proportionally to each respective actual EC Financial Contribution to Third Parties (just-retour reimbursement).

II. Gap filling: up to 60% of the EC Financial Contribution for each JTC may be used as a common pot to close the gaps of funding within the ranking list. Funding Organisations first have to fulfil their budget commitments indicated in the JTC MoU before they can receive funding from the common pot for gap filling.

In case of a Highly Detrimental Situation, this percentage may be further increased by a decision of Funding Organisations eligible for EC Financial Contribution in the CSC. The CSC may re-evaluate the rules for using the EC Financial Contribution for Transnational Projects, if needed.

III. A Funding Organisation cannot receive more than 20% of the total EC Financial Contribution for each JTC, including maximum 20% of the gap filling.

IV. The total EC Financial Contribution received by a single Funding Organisation shall not exceed the respective national/regional contribution provided to Transnational Projects.

7.1.3 Justifying costs towards the Granting Authority

The Consortium budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Beneficiaries and AEs, which shall be solely responsible for justifying its costs with respect to the EUP OHAMR towards the Granting Authority. Each Beneficiary and AE that spends less than its allocated share of the budget as set out in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only. Each Beneficiary and AE that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share set out in the Consortium Plan, unless otherwise agreed by the General Assembly.

Each Party shall ensure that the employees working in the EUP OHAMR are fully aware of, and in compliance with the rules of the Granting Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

7.1.4 Financial consequences of the termination of the participation of a Party

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

In addition, a Defaulting Party shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs incurred by the other Parties in order to fulfil any remaining tasks and obligations of the leaving Party. The General Assembly should agree on a procedure to re-budget additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.2 Consortium Budget and Reporting

7.2.1 Budgeting principles

The Grant Agreement Budget can be found in the Annex 2 to the Grant Agreement. It is based on the following cost categories as defined in Horizon Europe (article 6 of the Grant Agreement):

A. Personnel costs

B. Subcontracting costs

C. Purchase costs

D. Costs for Financial Support to Third Parties (FSTPs)

E. Indirect costs

The Consortium budget table is approved annually by the General Assembly, within the terms of Grant Agreement. Although the Granting Authority co-funding rate of all eligible costs is 30% in the Grant Agreement Budget, the Parties agree to apply different co-funding rates to the cost categories in the reimbursement of EUP OHAMR activities in the internal version of the Partnership budget, the Consortium Agreement Budget (Attachment 1 to the Consortium Agreement). They notably agree to use lower co-funding rates than 30% for FSTPs in specific JTCs to be able to use higher co-funding rates for the implementation of the other EUP OHAMR activities (including other JTCs). However, the co-funding rate for FSTP needs to be sufficiently high in order to mobilise enough EC Financial Contribution for the successful implementation of the JTCs.

Parties agree with the following prioritisation for the allocation of the EC Financial Contribution:

1. Covering the Consortium Agreement Budget (columns Q, R, S, T, U, V of Attachment 1 of the CA planned for activities in WP 1 to WP 6)
2. FSTP / Transnational Projects in JTCs (part D of the Annex 2 of the Grant Agreement)
3. FSTP for capacity strengthening JTCs and support of Third Parties in Low- and Middle-Income parties (LMICs) according to Annex 1 of the Grant Agreement.

Costs will be reimbursed to the Beneficiaries and AEs as follows:

Reimbursement category	Rate	Activities	Description
1) Normal rate for implementation costs	100%	Activities outlined in the Consortium Plan, which are needed for the coordination and management of the EUP OHAMR partnership (with the exception of categories 2 and 3 below).	Columns D, F, G, I, J, K, Attachment 1 of CA planned for activities in WP1 - WP6
2) Reduced rate for representation in Governance bodies	30%	Activities by Parties for participation in Governance Bodies and Annual Meetings of the Partnership (i.e. 0,3 PM per year). Task 1.1	Column E, Attachment 1
3) Reduced rate for participation in calls	30%	Participation by Funding Organisations in JTCs (maximum 3 PM (actual costs) per call and Funding Organisation). Task 3.3	Column H, Attachment 1

The Consortium Plan is divided into 10 AWPs each covering a reporting period of 12 months. The first AWP is part of the Grant Agreement (Annex Annual Work Programme Year 1 (AWP-Y1)) and approved by the Granting Authority. The Consortium Agreement Budget for Year 1 is included in Attachment 1. Subsequent AWPs with the Consortium Agreement Budgets for Y2-Y10 will be approved by the General Assembly and the Granting Authority.

7.2.2 Justifying costs towards the General Assembly

Subsequent AWPs are proposed by the General Assembly and are to be negotiated and approved by the Granting Authority every year. The AWP will be based on technical and financial reports. All direct costs of each Beneficiary and AE shall be reported through the Coordinator to the General Assembly and the Granting Authority according to article 21 of the Grant Agreement, using the same cost categories as reported towards the Granting Authority, every 12 months according to the schedule below. In addition, each Beneficiary and AE shall also report estimated and projected effort for each AWP ahead of the preparation of the next AWP (see table below).

Reporting					**Payment**	
Reporting periods (RPs)			Type	Submission Deadline (month)	Type	Payment Month
RP No AWP No	Month from	Month to				
Interim AWP1	1	7 (Projection 8-12)	Effort (PM)	8	AWP1 Pre-financing	2
RP1	1	12	Financial and Technical	13	RP1 Final Payment	18
Interim AWP2	13	19 (Projection 20-24)	Effort (PM)	20	AWP2 Pre-financing	14
RP2	13	24	Financial and Technical	25	RP2 Final Payment	30
Interim AWP3	25	31 (Projection 32-36)	Effort (PM)	32	AWP3 Pre-financing	26
RP3	25	36	Financial and Technical	37	RP3 Final Payment	42
Interim AWP4	37	43 (Projection 44-48)	Effort (PM)	44	AWP4 Pre-financing	38
RP4	37	48	Financial and Technical	49	RP4 Final Payment	54
Interim AWP5	49	55 (Projection 56-60)	Effort (PM)	56	AWP5 Pre-financing	50
RP5	49	60	Financial and Technical	61	RP5 Final Payment	66
Interim AWP6	61	67 (Projection 68-72)	Effort (PM)	68	AWP6 Pre-financing	62
RP6	61	72	Financial and Technical	73	RP6 Final Payment	78
Interim AWP7	73	79 (Projection 80-84)	Effort (PM)	80	AWP7 Pre-financing	74
RP7	73	84	Financial and Technical	85	RP7 Final Payment	90

Interim AWP8	85	91 (Projection 92-96)	Effort (PM)	92	AWP8 Pre-financing	86
RP8	85	96	Financial and Technical	97	RP8 Final Payment	102
Interim AWP9	97	103 (Projection 104-108)	Effort (PM)	104	AWP9 Pre-financing	98
RP9	97	108	Financial and Technical	109	RP9 Final Payment	114
Interim AWP10	109	115 (Projection 116-120)	Effort (PM)	116	AWP10 Pre-financing	110
RP10	109	120	Financial and Technical	121	Final payment	126

Beneficiaries shall declare their whole contribution for the implementation of the EUP OHAMR, even if the costs are only partially reimbursed, or if their participation is exceeding the annual budget plan. The cost reported by all Parties in the EC financial reports will leverage the EC Financial Contribution.

7.3 Payments

7.3.1 General Principles of Payments

Payments to Beneficiaries is the exclusive task of the Coordinator. Related banking and transaction costs are borne by the receiving Beneficiaries.

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; and
- undertake to keep the EC Financial Contribution 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.

Each Beneficiary and Affiliated Entity will have to provide a Financial Identification Form (FIF), completed and signed by the account holder to the Coordinator in order to receive payment.

With reference to Articles 22.3.1 and 22.3.3 of the Grant Agreement, no Beneficiary or AE shall, before the end of the Partnership, receive more than its allocated share of the maximum grant amount from which the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment have been deducted.

Taking into account the Reserve Fund (5%) specified in section 7.3.4, the Coordinator shall apply a limit and stop payments to each Beneficiary and AE for which 80% of its maximum grant amount in the Consortium Agreement Budget is paid. This limit could be increased up to 85%, once that the Reserve Fund is treated as part of the EC Financial Contribution, as set out in section 7.3.4, if there is EC Financial Contribution available.

The payment shall be distributed provided that:

- the Beneficiary and their AEs have contributed to the relevant deliverables and reports for the previous periods and that such deliverables and reports have been accepted by the Granting Authority;
- The Beneficiary and their AEs have reported and justified their eligible costs in accordance with the requirements set by the Coordinator for previous periods, and that the Financial Statement of such Participant has been accepted, in whole or in part, by the Granting Authority; and
- the Beneficiary or AE is not a Defaulting Party .

In case a Beneficiary or AE does not fulfil the conditions for payments, such Beneficiary or AE shall not receive any further EC Financial Contribution of the Granting Authority until such conditions are met, unless the General Assembly decides otherwise.

7.3.2 Withholding Payments

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

The Coordinator is entitled to off-set or withhold interim or final payments if a Beneficiary or an AE has received excess payments, even if approved by the Granting Authority.

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

7.3.3 Payment schedule

Payments to Beneficiaries and AEs from the EC Financial Contribution shall be made following the budget instalments coming from the Granting Authority in accordance with the payment schedule laid out in the Grant Agreement (see “Grant Agreement Datasheet”, paragraph 4.2).

The payment schedule, which contains the transfer of pre-financing, interim and final payments to Beneficiaries (in accordance with article 7.2.1 and article 22 of the Grant Agreement), will be based on the Consortium Agreement Budget and the distribution of FSTP in each JTC. The calculation of the amounts due, the schedule and modalities shall be proposed by the Coordinator and validated by the General Assembly. Payments of FSTP in the JTCs will be separated from payments for implementation of the Consortium Plan.

The amount due will be determined by calculating the costs incurred and accepted by the Granting Authority for the corresponding reporting period, deducted by the EC Financial Contribution received with a control that the total amount of pre-financing and interim payments does not exceed the limits of its allocated maximum grant amount as set out in section 7.3.1 of this Consortium Agreement.

7.3.3.1 Pre-financing of each AWP

Once the pre-financing is received from the Grant Authority, the Coordinator will transfer pre-financing to Beneficiaries and AEs covering 60% of the implementation costs as budgeted in each AWP of the Consortium Plan and is payable at the beginning of the respective period of the AWP.

7.3.3.2 Annual financing after each reporting period

Remaining payments according to reimbursements rates as outlined in the table in section 7.2.1 shall be made on an annual basis based on the direct costs reported by Beneficiaries and AEs and accepted by the Granting Authority if EC Financial Contribution is available. For indirect costs, the Beneficiaries and AEs shall receive a flat rate of 25%.

7.3.3.3 Interim financing

If a Beneficiary and AE require additional funding before the end of an AWP, the respective Beneficiary or AE can provide an extra interim financial report to the Coordinator to request earlier payment. The Coordinator will notify payment within 60 days after approval of the financial report.

7.3.3.4 FSTPs according to the selection list(s) of the CSC for each JTC

The payments for Granting Authority contribution to each JTC will be distributed according to the following schedule:

1. 50 % according to the joint selection list of the funded Transnational Projects of the respective JTC.
2. 50 % after the financial completion of the funded Transnational Projects of the respective JTC.

The support to the Transnational Projects shall be paid by the respective Funding Organisation.

7.3.3.5 Final Payment

The final payment to each Beneficiary and their AE will be based on their declared eligible costs accepted by the Granting Authority. The final payment shall be limited to the maximum grant amount of each Beneficiary and their AE as indicated in the final version of the Consortium Agreement Budget. The payment will be reduced by the EC Financial Contribution already received. The amount shall be also reduced applying non-profit rules and improper implementation or breach of other obligations, according to article 28 of the Grant Agreement.

If the balance is positive, it will be paid to the Beneficiary and their AE. Payments of positive balance will only be processed after all negative balances have been received by the Coordinator.

If the balance is negative, the Beneficiary and its AE shall pay 100% of the due amount to the Coordinator´s bank account within 14 calendar days on the receipt of payment of balance.

7.3.3.6 Adjustment payments

At each General Assembly meeting, if necessary, according to the updated table showing the new overall budget for the EUP OHAMR, the General Assembly will decide if there is a need to make adjustment payments.

7.3.4 Reserve fund

The Beneficiaries and AEs have agreed to create a Reserve Fund of 5% of the projected EC Financial Contribution, which will be used to cover additional costs encountered while implementing the Consortium Plan or in case of less EC Financial Contribution than foreseen (see section 7.4.4).

Any Beneficiary/AE may apply for this Reserve Fund during a meeting of the General Assembly in order to implement an activity. The Beneficiary/AE shall present this activity, and the budget required from the

reserve funds to implement this activity. The General Assembly decides whether this Beneficiary/AE may implement this activity with the help of the agreed budget.

In case the Reserve Fund is not used during the duration of EUP OHAMR, it will be released according to a decision by the General Assembly at the end of the EUP OHAMR.

7.3.5 Excess payments

A Beneficiary (in accordance with section 7.2.1) has received excess payment

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

b) if, during the final year of EUP OHAMR, a Beneficiary or an AE has received payments in excess of its projected costs as determined in interim report AWP10.

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

7.3.6 Revenue

In case a Beneficiary or an AE 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 and AE earning such revenue. The other Beneficiaries' or AEs' financial share of the budget shall not be affected by one Beneficiary's or AE's revenue. In case the relevant revenue is more than the allocated share of the Beneficiary or AE as set out in the Consortium Plan, the Beneficiary or AE shall reimburse the funding reduction suffered by other Beneficiaries or AEs.

7.3.7 Costs of Certificates on the Financial Statements

If a Beneficiary or AE requests a total financial contribution from the Granting Authority of EUR 430,000.00 or more as reimbursement for all reported costs (including indirect costs), a Certificate on the Financial Statement (CFS) is required. The costs of a mandatory CFS are eligible costs.

All Beneficiaries agree to cover the costs for the mandatory CFS by the EC Financial Contribution. Part of the Reserve Fund budget will be used to cover these costs. The maximum cost for CFS to be covered is EUR 5,000 per Beneficiary. This budget shall be decided by the General Assembly.

7.4 Insufficient EC Financial Contribution

In the unlikely case if the EC Financial Contribution is insufficient to cover the foreseen part of the costs of EUP OHAMR activities, the Parties agree to the following mitigation procedures:

7.4.1 Cost monitoring system

The Coordinator shall establish a financial monitoring system to detect scenarios where the EC Financial Contribution is significantly reduced in comparison to the budget in the Consortium Plan. The monitoring system shall provide an early warning to the General Assembly so that appropriate adaptation of activities, budget and payment plan can be decided upon.

The Coordinator shall provide an overview of the EC Financial Contribution available for reimbursement and a plan to mitigate the consequences of a potentially low leverage of the EC Financial Contribution. The General Assembly shall decide on necessary changes to the Consortium Plan and budget taking

into account the obligation of the Consortium, as agreed upon in the Grant Agreement, to fulfil the Consortium Plan in a reasonable manner and in compliance with the relevant clauses of this Consortium Agreement.

7.4.2 Less EC Financial Contribution than foreseen for the JTCs

The following cases might occur:

Case 1: Less Transnational Projects than anticipated resulting in less reported costs in cost category D1

Each Funding Organisation shall endeavour to avoid such situation by appropriating relevant budgets, by raising awareness for the JTC and by establishing a support service for applicants.

Case 2: Reduction in EC Financial Contribution due to Transnational Projects reporting less eligible costs than foreseen in the national/regional funding contracts

The funding of Transnational Projects resulting from the JTCs leverages EC Financial Contribution when reported according to the Grant Agreement. If the eligible costs are less than foreseen in the national funding contracts, this may in turn lead to a reduction in the EC Financial Contribution. The reason for such a decrease in the eligible costs may lie in poor planning on the part of the Consortium running the Transnational Project or in unforeseen circumstances, such as the bankruptcy of one of the project partners.

In case of a bankruptcy, the affected Funding Organisation shall endeavour to mitigate the situation as appropriate or compatible with its funding regulations, e.g. by allowing the respective Transnational Project to replace the defaulting project partner with a new member. If the above-mentioned measure is not sufficient, the affected CSC shall come up with a proposal of how any potential loss can be reduced to a minimum, and discuss with the General Assembly for a decision.

If the effective costs are less than foreseen and the respective Funding Organisation already received EC Financial Contribution for the full amount leveraged by the national funding contracts, the respective Funding Beneficiaries and AEs shall return the excess EC Financial Contribution without unjustified delay to the Coordinator (section 7.3.5).

Case 3: A Funding Organisation has to revoke its financial commitment to a JTC after the ranking lists were fixed, but before the national funding contracts for the Transnational Projects were signed

The determination of the ranking lists of Transnational Projects constitutes the final step of the proposal evaluation stage of a JTC, which is before the national funding contracts for the proposals recommended for funding are signed. If a Funding Organisation has to revoke its financial commitments to the JTC and cannot fund its respective national share of the budget for Transnational Projects, the JTC CSC shall meet and discuss the possibility to replace the affected members of the concerned Transnational Projects with eligible applicants from other countries with available funding.

If the above-mentioned mitigation approach is not sufficient and a Highly Detrimental Situation might occur, the Parties agree to follow the procedure mentioned in section 7.3.4 of this Consortium Agreement.

7.4.3 Procedure to cover financial gaps

If the EC Financial Contribution is not sufficient to cover the AWP as described in Annex 2 of the Grant Agreement, the Coordinator shall convene a meeting of the General Assembly without undue delay and inform in detail about the financial gap and propose a solution based on the following principles:

- The Parties may need to agree on their core activities which are essential for the implementation of the EUP OHAMR and the related costs based on their Consortium Plan to define how to prioritise the distribution of the EC Financial Contribution. Major changes in the Consortium Plan (e.g. reducing/ deleting an activity) may result in an amendment to the Grant Agreement. The proposal and the actions arising from it shall be discussed and decided in the General Assembly.
- In case that enough EC Financial Contribution has already been made available by the Granting Authority to establish the Reserve Fund, this Reserve Fund and all the remaining EC Financial Contribution shall be used in line with its pre-determined purpose to cover the costs incurred in the execution of the Consortium Plan up to the time of termination and in compliance with national legislations. Any contractual funding commitments established by the Funding Organisations up to the time of the termination that include co-funding from the EC Financial Contribution shall be honoured in the same way.

7.4.4 No EC Financial Contribution

In the unlikely case that the Partnership is terminated, and the availability of the EC Financial Contribution is either reduced or completely cancelled by the Granting Authority, the Coordinator shall convene a meeting of the General Assembly, where an agreement shall be attempted on how to equally distribute any loss in proportion to the size of the costs incurred and commitments made. The liabilities of all Parties shall be limited in accordance with the rules established in section 5.2.

In the case that the EC Financial Contribution has been made available before termination, but that it is not enough to cover both the Consortium Agreement Budget incurred until then and the funding commitments established that include potential EC Financial Contribution, the prioritisation laid out in section 7.2.1 shall be applied and the process towards finding a solution shall be followed as outlined at the beginning of this chapter.

In the case that no EC Financial Contribution is available whatsoever, the same principles shall be followed as described in the previous paragraph. All Parties acting in this Consortium in conjunction with a Funding Organisation are required to come to an agreement with their Funding Organisations on their respective national or regional levels regarding how to approach the situations explained above. By signing this Consortium Agreement all Parties confirm that such a national or regional agreement is in place on their respective sides and that the provisions of this chapter can be followed.

7.5 Budget Flexibility

Budget transfers and modifications are allowed between Parties and between costs categories without an amendment to the Grant Agreement provided that the work is implemented as stipulated in the Description of Action (Annex 1 to the Grant Agreement) and within any other limits set out in article 5.5 of the Grant Agreement. As a prior step to implementing the mentioned transfers without amendment, the Coordinator shall inform the Granting Authority and obtain written validation of such a course of action by the latter.

Major budget transfers are possible as follows, if clearly justified and approved by the General Assembly:

- Budget transfers for activities implemented according to modifications of the Consortium Plan;
- Budget transfers for activities implemented according to the AWP; and/or
- Budget transfers from one AWP to another AWP.

Minor budget transfers are possible as follows, after validation by the Coordination Unit and the Coordinator:

- Budget transfers within the budget of one Party;
- Between different activities in which the Party is involved; and/or
- Budget transfers from one Beneficiary to its AE and between its AEs.

8 Call Implementation

The implementation of the JTCs will follow the rules set out in Annex 5 to the Grant Agreement.

Separate MoU agreements will be established for each JTC outlining the assigned budget, the evaluation of the call and the funding commitment for FSTP.

8.1 Commitment of the Funding Organisations

The Funding Organisations will endeavour to make every effort, particularly through their financial commitments for FSTP, the JTC design including their choice of topics to participate in, and their decisions in terms of selection, to ensure that the Partnership can

a) support as many projects as possible;
b) ensure the participation of as many Consortium member countries as possible in the Transnational Projects;
c) leverage and obtain the EC Financial Contribution that meets initial expectations; and
d) enable each Funding Organisation to receive EC Financial Contribution, in proportion to its budgetary efforts.

The CSC shall plan for the use of separate ranking lists if several funding instruments are used in the same JTC, to optimise the leverage of EC Financial Contribution through the JTCs in accordance with the rules of Horizon Europe. Therefore, the Funding Organisations shall explore the possibility to fund basic and applied/implementation R&I, the different One Health settings, and different disciplines (including social sciences) available for each participating country.

The success of the EUP OHAMR JTCs relies on a balanced distribution of funding commitments from each Funding Organisation. Funding gaps created by insufficient funding commitments will reduce the number of fundable Transnational Projects and create a risk of a Highly Detrimental Situation. To avoid such a situation, the budget commitment of each Funding Organisation shall be in line with the expected success of their respective research and innovation communities (which can be estimated from funding in the previous Joint Programming Initiative on AMR, JPIAMR, or EUP OHAMR JTCs). If a Funding Organisation cannot commit a budget sufficient to cover its scientific community, its participation could be limited to a certain JTC, topic or funding instrument.

The participation of APs or Third Parties in the JTCs will be possible if their initial funding commitments guarantee that they will not block the ranking list of fundable projects.

In order to promote inclusiveness and ensure global participation, relevance and impact of the submitted projects in and outside Europe, the JTCs that include submission of a pre-proposal and a full proposal will implement widening mechanisms before the evaluation of the full proposals:

- At the pre-proposal stage, the widening mechanism will apply to under-represented countries. The list of underrepresented countries will be defined in the call text. Transnational Projects including a partner from an under-represented country can increase the total number of partners of the consortium.
- At the full proposal stage, the widening mechanism will be restricted to partners supported by under-subscribed organisations, i.e. Funding Organisations that will most likely not use the budgets they committed to the call. The CSC will decide on the final list of under-subscribed organisations after the evaluation of pre-proposals. Proposals for Transnational Projects which are invited to the second stage of the call, and which include fewer than the maximum number of partners allowed can increase the initial size of their consortia by adding new partners eligible for funding by an under-subscribed organisation from the list. The coordinators of Transnational Projects will be notified of this option in their invitation letter to submit a full proposal.

8.2 Evaluation Process and Selection

The evaluation process will be followed as described in the Grant Agreement (Annex 5).

In JTCs co-funded by the EC, an independent observer (i.e. representative of a funding organisation not participating in the EUP OHAMR) will be selected and appointed. The independent observer will receive the call documents and the evaluation material, and will be invited to the PRP meetings. The independent observer will assess the conformity of the general implementation of the call with EC rules, specifically the proper implementation of the international peer review process as well as the establishment of the ranking list of proposals. The assessment by the independent observer will be provided in form of a report to the EC.

The JCS will check all submitted pre-/full proposals to ensure that they meet the call's formal criteria (date of submission; composition of the consortium; category of partners; inclusion of all necessary information in English; page length). The JCS will forward the proposals to CSC members who will check the compliance to their corresponding country/region rules (national/ regional eligibility check). Proposals which do not meet the formal conditions will be rejected without further review of the proposals.

Scientific evaluation of the research proposals submitted in the JTCs: Calls for Transnational Projects will generally consist of the submission of a pre-proposal followed by the submission of a full proposal. Pre-proposals will be checked for formal and national/regional eligibility. Eligible pre-proposals will be peer-reviewed. Successful applicants will be invited to submit full proposals. Full proposals will also be checked for formal and national/regional eligibility. Eligible full proposals will be peer-reviewed. Calls to reinforce capacity strengthening and strategic alignment will generally consist of the submission of full proposals only, subject to initial checks for national and transnational eligibility followed by international peer-reviewed evaluation.

Eligible pre-/full proposals will first be evaluated by the PRP via remote evaluation. The JCS will assign the proposals to the PRP members with no identified Conflict of Interests (CoI). The CSC will validate the assignment and propose some changes if needed. Each pre-/full proposal will be sent to three PRP members who are experts in the scientific field. The evaluation of proposals will be aligned on the scoring system (from 0 to 5) and evaluation criteria ('excellence', 'impact' and 'quality and efficiency of the implementation') used under the Horizon Europe programme to award proposals. The remote evaluation will be followed by a PRP meeting (virtual meeting for pre-proposal evaluation, physical meeting for full

proposal evaluation). The PRP will produce the ranking list of those proposals according to the evaluation results and discussions. The PRP members will prepare a brief summary of the written reviews as well as panel discussions for all proposals, which will be collected by the JCS. The anonymised written summaries will be forwarded to the applicants. The CSC members as well as a representative from the EUP OHAMR secretariat will be present at the PRP meeting as observers.

For the calls where the submission of a pre-proposal is foreseen, the CSC will select the pre-proposals to be invited at the second evaluation step based on the ranking list and on the overall call oversubscription factor. Funding Organisations having an oversubscription factor superior to the overall oversubscription factor should try to increase their earmarked budgets. Funding Organisations that are undersubscribed and have an oversubscription factor lower than the overall JTC subscription factor will be considered in the so-called widening process.

The CSC will select the proposals to be funded based on the ranking list of proposals, on the funding available, and on the terms of the Consortium Agreement regulating the use of EC Financial Contribution. For JTCs co-funded by the EC, the list of proposals selected for funding will strictly follow the ranking list of proposals as long as funding, e.g. regional/national and EC Financial Contribution funding, is available (mixed funding model).

Each full proposal recommended for funding by the CSC, will be assessed by at least two independent ethics experts to ensure appropriate ethical compliance of the proposals. One of the experts will make an ethics evaluation summary report. Ethics review by experts that are members of the External Ethics Advisory Board will be remunerated through the External Ethics Advisory Board.

External experts and PRP reviewing the applications and progress reports of the awarded projects will be remunerated as described below:

Remuneration (provisional)	Review
75 EUR / pre-proposal	Call for projects / 1st evaluation step
100 EUR / full proposal	Call for projects / 2nd evaluation step and Capacity call / evaluation
100 EUR / full proposal	Ethics review
100 EUR / project	Assessment of the progress reports of the awarded projects

The amounts could be readjusted each year for the following year upon developing the AWP and a formal decision of the General Assembly.

8.3 Funding of Transnational Projects

Each eligible applicant will be funded by the organisation of the country/region to which the applicants have applied and according to the national/regional administrative regulations (virtual common pot model).

The Parties agree that EC Financial Contribution will be used to fund Third Parties in JTCs to an amount specified in each AWP.

When the ranking list(s) of Transnational Projects recommended for funding is set up, the goal should be to explore all funding solutions to resolve blocked ranking lists at national/regional level (i.e. national/regional Funding Organisations shall make all reasonable efforts to match national funding with

the success of their respective research and innovation communities). Funding Organisations shall therefore commit to make their best efforts to increase their initial funding commitment if the ranking list is blocked.

The Funding Organisations eligible for EC Contribution agree to use the Granting Authority contribution, following the allocation of the implementation costs, for Transnational Projects as a “mix-mode” funding model (section 7.1.2). In case of a Highly Detrimental Situation, the CSC may re-evaluate the rules for using the EC Financial Contribution for Transnational Projects, if needed.

The specific funding principles related to the FSTP in JTCs can be found in section 7.1.2.

8.4 Conflicts of Interest and Information Barriers

A Party, or their representative or their affiliated staff, cannot be a beneficiary in a EUP OHAMR JTC, unless they have provided measures to mitigate any Conflict of Interest (CoI), either by not taking part in the EUP OHAMR JTC management or through information barriers between the applicant side of the Party and the EUP OHAMR representatives of the Party. Parties allowed to take part in JTCs are listed in the Grant Agreement and Attachment 6 of this Consortium Agreement.

8.4.1 Conflicts of Interest

A CoI exists if an applicant to a EUP OHAMR call has personal or professional dependencies with any EUP OHAMR Party or staff that could provide an unfair advantage in the call or funding decision that compromises the impartiality of a reviewer or EUP OHAMR Party or staff in the evaluation, ranking or funding decision of a proposal (in their own view or in the eyes of any external Third Party).

The rules of CoI apply to all Parties, and their staff, and all the members of the EUP OHAMR governance and advisory bodies unless specifically exempted in the Grant Agreement, the Attachment 6 of this Consortium Agreement, or by a decision of the General Assembly.

In selecting the experts for the evaluation, the CSC shall endeavour to avoid any possible conflicts of interests. Prior to participating in the CSC or review process, external reviewers, members of the PRP, (Ethics Review Board (ERB), and independent observers involved in the action will be required to sign a confidentiality agreement and CoI declaration prepared by the JCS. Any new potential CoI recognised during the JTC process must be reported to the CSC.

If any of the CoI criteria are met, afflicted members of the PRP, ERB, CSC and other observers should not be present at the PRP or CSC meeting during evaluation, ranking or funding decisions on a given proposal.

Parties agree to set up strict measures to prevent any risk of, perception of, or de facto CoIs or unequal treatment of applicants to JTCs from Research Performing Organisations that are also Beneficiaries, AEs or APs of the EUP OHAMR (EUP OHAMR RPOs).

Either EUP OHAMR RPOs refrain from participating in call development or management, or they instigate an information barrier between the applicant side of the Party and the EUP OHAMR representatives of the Party. A list of EUP OHAMR RPOs allowed to apply to the JTCs is included in the Grant Agreement and Attachment 6 of this Consortium Agreement. For transparency, these Parties will also be listed in the texts of the relevant JTCs. Parties that are not listed may not apply for funding under the JTCs.

8.4.2 Managing Conflicts of Interest by exclusion of Parties from call development and management

Parties agree to a compartmentalised organisation and governance, meaning that EUP OHAMR RPOs that may apply to JTCs (or other competitive activities supported by EUP OHAMR) in absence of an information barrier are excluded from participation in EUP OHAMR meetings, WPs and Tasks dedicated to the preparation, implementation and monitoring of said activities. Neither may they access any information pertaining to the implementation of these WPs and Tasks. Exceptions may exist for the organisations able to show that their internal organisation prevent the risk of CoI.

Parties agree that if a representative or affiliated staff of the Party and/or its AEs plan to respond to a JTC in absence of an information barrier, it will not be involved in the evaluation and selection process (including the appointment of the international panel of independent experts).

8.4.3 Managing Conflicts of Interest through staff separation and information barriers

Parties agree that if a representative or affiliated staff of the Party and/or its AEs plan to respond to a JTC it must set up an internal compartmentalised organisation of staff separation and information barriers to be involved in the development and implementation of that JTC. This includes compartmentalising JTC discussions during meetings of relevant governing bodies (see section 6.2).

The Party with a potential CoI must establish internal guidelines and control standards clearly prohibiting sharing JTC information within the organisation.

The information barrier and associated measures must prevent the technical possibility for Parties with a potential CoI to access emails, documents or any information received by the staff involved with the preparation of documents to be used in the award procedure (e.g. JTC, evaluation etc.).

8.5 Contractual obligations towards the Granting Authority on selection

The Funding Organisations shall provide to the Coordinator within 30 days after the end of the selection process a formal and duly signed commitment on availability of funds for their selected projects.

After the end of the selection process, the Coordinator shall submit the following to the Granting Authority:

- the ranking list(s) of the projects;
- the observers' report on the evaluation;
- the joint selection list of the Transnational Projects, and
- from each Funding Organisation participating in the JTC, a formal and duly signed commitment on availability of funds for the selected projects.

Furthermore, after the end of the selection process, the Coordinator will submit information on each project selected for funding to the Granting Authority, including data on each participant and abstracts of the project proposal, in a format specified by the Granting Authority, for publication and evaluation purposes.

This information will be updated at the end of the EUP OHAMR (information on each funded project, including data on each participant and overview of the results).

The Funding Organisations shall inform their final recipients in funding contracts that the above-mentioned data will be submitted to the Granting Authority.

8.6 Contractual obligations for Transnational Projects funded in the JTCs

The Parties acting as Funding Organisations for Transnational Projects instruct their project participants in funding contracts and by obliging them to the following:

- To ensure the establishment of a signed project partner consortium agreement within 6 months following the common start date of the Transnational Project at least addressing the following topics:
    - Common start date and duration of the research project and the duration of the project partner consortium agreement
    - Role, tasks, and responsibilities of each project partner
    - Resources and funding;
    - Internal organisation and management of the consortium
    - Confidentiality and publishing;
    - Intellectual property arrangements (if applicable)
    - Ten principles of Socially Responsible Licensing (if applicable);
    - Settlement of internal disputes
    - Decision making within the consortium
    - Sharing of risks and results
    - Dissemination of results
    - Liabilities of the project partners towards one another;
- to prepare popular science summaries of the content of the Transnational Project for programme activities and publications (e.g. for brochures, [digital] newsletters, the website);
- to prepare a Data Management Plan (DMP), and to collaborate with the European Open Science Consortium (EOSC);
- to follow the open access and FAIR data policy and project monitoring guidelines set forth in the call text and relevant strategic policy documents published by the EUP OHAMR;
- to put aside budget, which allows them to take part in, and contribute with project presentations and/or posters to certain the events of the EUP OHAMR foreseen during the running time of their funding contracts;
- to prepare a first progress report (mid-term), and second progress report (final term), according to a standardised template to measure project progress and contribution to overall EUP OHAMR aims;
- to participate in mid-term and final symposium to present their results to other funded projects and external experts;
- to include the following acknowledgement in their publications: “This project (project acronym/title) has been supported by Funding Organisation (Grant number according to the funding organisation) under the framework of the EUP OHAMR – European Partnership on One Health Antimicrobial Resistance (101217154).”;
- to provide the information on their Transnational Projects, including data on each participant and abstracts of the proposal, in a format specified by the Granting Authority, for publication and evaluation purposes;

- to follow the obligations of the Grant Agreement, especially
    - Avoiding conflict of interests (see article 12)
    - Confidentiality and security obligations (see article 13)
    - Ethics (see article 14)
    - Give visibility to the EU funding as appropriate (see article 17.2)
    - Respect specific rules for the action implementation (see article 18)
    - Information obligations (see article 19)
    - Record-keeping (see article 20);
- to ensure that the bodies mentioned in article 25 of the Grant Agreement (e.g. Granting Authority, the European Court of Auditors (ECA), the European Anti-Fraud Office (OLAF)) have the right to carry out checks, reviews, audits and investigations on the final recipients, and in particular to audit the payments received. If access is denied by the final recipient, the costs will be rejected by the Granting Authority.

9 Results

For the avoidance of doubt, the term “Results” in this section refers to the Results generated by the Consortium of EUP OHAMR in this grant and does not include the results generated by Transnational Projects funded by the JTCs, nor research results generated by any Party funded by other means.

9.1 Ownership of Results

Results are owned by the Party that generates them.

9.2 Joint ownership

Joint ownership is governed by article 16.4 of the Grant Agreement 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); and
- 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. For the avoidance of doubt, it is hereby stipulated that all provisions contained within Annex 5 of the Grant Agreement, pertaining to Intellectual Property Rights (IPR) – Background and Results – Access Rights and Rights of Use, referencing 'beneficiary' or 'beneficiaries', shall be interpreted mutatis mutandis with respect to the Associate Partners.

9.3 Transfer of Results

9.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the article 16.4 of the Grant Agreement and its Annex 5, section “Transfer and licensing of results”, sub-section “Transfer of ownership”. For the avoidance of doubt, it is hereby stipulated that all provisions contained within Annex 5, pertaining to Intellectual Property Rights (IPR) - Section Transfer and licensing of results, sub-section “Transfer of ownership”, referencing 'beneficiary' or 'beneficiaries', shall be interpreted mutatis mutandis with respect to the APs.

9.3.2

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

9.3.3

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.

9.3.4

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.

9.3.5

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

9.4 Dissemination

For the avoidance of doubt, the confidentiality obligations set out in section 11 apply to all dissemination activities described in section 9.4 as far as Confidential Information is involved.

9.4.1 Dissemination of own (including jointly owned) Results

During the project and for a period of one 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:

For the avoidance of doubt, it is hereby stipulated that all provisions contained within Annex 5, pertaining to Intellectual Property Rights (IPR) – Section Dissemination, referencing 'beneficiary' or 'beneficiaries', shall be interpreted mutatis mutandis with respect to the Associate Partners.

For the sake of clarity, the Parties do not anticipate that any of the Results generated as part of its work on this grant would be considered to be sensitive information or EU classified information. Research results generated by any Party by other means are not subject to any provisions under this Consortium Agreement and may be published without any security or other prepublication approval by the Granting Authority or other Beneficiaries.

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 for the sole purposes of deleting the sensitive information or EU classified information 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.

An objection is justified if

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

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, it being specified that any such modifications shall not modify the scientific conclusions of the proposed publication or communication.

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

The objecting Party 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.

9.4.2 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.

9.4.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence 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.

9.4.4 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.

9.4.5 Authorship

Authorship on publications will be based on academic standards and custom. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognised standards concerning publication and authorship. All publications issued from the project must acknowledge EUP OHAMR and the EC financial support.

10 Access Rights

For the avoidance of doubt, this section refers to the Access Rights of the Consortium of the EUP OHAMR and does not include the Background/Results of the funded Transnational Projects.

10.1 Background included

In Attachment 4 of the Consortium Agreement, the Parties have identified and agreed on the Background for the EUP OHAMR 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 4 of the Consortium Agreement shall not be the object of Access Right obligations regarding Background.

Any Party may add additional own Background to Attachment 4 of the Consortium Agreement during EUP OHAMR provided they give written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 4 of the Consortium Agreement.

For the avoidance of doubt, all Background used in connection with the Project shall remain the property of the Party introducing the same subject to third parties right.

10.2 General Principles

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

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.

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

10.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the EUP OHAMR shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 4 of the Consortium Agreement.

10.4 Access Rights for Exploitation

10.4.1 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.

10.4.2 Access Rights to Background

Access Rights to Background if Needed for Exploitation of a Party’s own Results, shall be granted on Fair and Reasonable conditions to be agreed by the concerned Parties upon written separate agreement prior to any use of the Background by the requesting Party.

10.4.3 Requests

A request for Access Rights may be made up to 12 months after the end of the EUP OHAMR or, in the case of section 10.7.2.1.2, after the termination of the requesting Party’s participation in the EUP OHAMR.

10.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of article 16.4 of the Grant Agreement 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 Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement prior to any use of the Background or Results by the entity under the same control.

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

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

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

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

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

10.6 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.

10.7 Access Rights for Parties entering or leaving the Consortium

10.7.1 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.

10.7.2 Parties leaving the consortium

10.7.2.1 Access Rights granted to a leaving Party

10.7.2.1.1 Defaulting Party

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

10.7.2.1.2 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 section 10.4.3.

10.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the EUP OHAMR 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 EUP OHAMR.

10.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this section 10 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.

11 Non-disclosure of information

11.1 Confidential Information

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 EUP OHAMR during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

11.2 Approach

The Recipients hereby undertake 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 or end of EUP OHAMR activities, whichever is later:

- 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.

11.3 Range

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

11.4 Exception

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 provisions in section 11.7 hereunder.

11.5 Handling

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

11.6 Unauthorised disclosure

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.

11.7 Disclosure of Confidential Information for compliance with applicable laws and regulations

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.

11.8 Confidentiality in Transnational Projects

In case of a conflict between the below mentioned obligation and national confidentiality rules, the latter shall prevail.

The content of the proposals received under the JTCs is deemed to be confidential, except for the lists of funded Transnational Projects. This obligation shall survive the expiration or termination of the Consortium Agreement for the duration of the obligations towards the Granting Authority as described in the Grant Agreement.

12 Data management

The Parties will manage the digital research data generated in the action (‘data’) responsibly, in line with the FAIR principles, by establishing a DMP and regularly updating it.

Appropriate and secure use of materials and data of Transnational Projects will be enabled according to the application of common standards. Data management guidelines will be developed by WP5 and

will be applied in the JTCs. The collected data will be protected and secured, in order to avoid a malevolent use of it.

13 Miscellaneous

13.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

1. Attachment 1 (EUP OHAMR Consortium Agreement Budget)
2. Attachment 2 (Accession document)
3. Attachment 3 (List of third parties for simplified transfer according to section 9.3.2)
4. Attachment 4 (Background included)
5. Attachment 5 (Template CDA for Advisory Boards)
6. Attachment 6 (Conflicts of Interest and Information Barrier in call implementation)

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.

13.2 No representation, partnership or agency

Except as otherwise provided in section 6.3.4.1, 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.

13.3 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 (section 4.4, section 10.7.2.1.1, and section 13.4) 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 or use of digital platforms with acknowledgment of delivery as either provided by the Granting Authority or implemented for the Project.

13.4 Assignment and amendments

Except as set out in section 9.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in section 6.3.1.2 require a separate written agreement to be signed between all Parties.

13.5 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. Each Party shall ensure that its work related to the project complies fully with all applicable local, government and international laws, regulations and guidelines which are effective during the period of the Consortium Agreement, including those governing health and safety, and where relevant, the use of human or animal subjects and good clinical practice.

13.6 Language

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

13.7 Applicable law

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

13.8 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.

14 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.

VETENSKAPSRÅDET (SWEDISH RESEARCH COUNCIL, SRC), Sweden, as the Coordinator

Signature(s):

Name(s):

Title(s):

Date:

AGENCE NATIONALE DE LA RECHERCHE (ANR), France

Signature(s):

Name(s):

Title(s):

Date:

BUNDESMINISTERIUM FÜR FRAUEN, WISSENSCHAFT UND FORSCHUNG (BMFWF), Austria

Signature(s):

Name(s):

Title(s):

Date:

SIHTASUTUS EESTI TEADUSAGENTUUR (ETAG), Estonia

Signature(s):

Name(s):

Title(s):

Date:

FONDAZIONE REGIONALE PER LA RICERCA BIOMEDICA (FRRB), Italy

Signature(s):

Name(s):

Title(s):

Date:

FUNDACAO PARA A CIENCIA E A TECNOLOGIA (FCT), Portugal

Signature(s):

Name(s):

Title(s):

Date:

BUNDESMINISTERIUM FÜR FORSCHUNG, TECHNOLOGIE UND RAUMFAHRT (BMFTR), Germany

Signature(s):

Name(s):

Title(s):

Date:

SERVICE PUBLIC DE WALLONIE (SPW), Belgium

Signature(s):

Name(s):

Title(s):

Date:

NARODOWE CENTRUM NAUKI (NCN), Poland

Signature(s):

Name(s):

Title(s):

Date:

LIETUVOS MOKSLO TARYBA (LMT), Lithuania

Signature(s):

Name(s):

Title(s):

Date:

INNOVATION FUND DENMARK (IFD), Denmark

Signature(s):

Name(s):

Title(s):

Date:

INSTITUTO ARAGONES DE CIENCIAS DE LA SALUD (IACS), Spain

Signature(s):

Name(s):

Title(s):

Date:

DEUTSCHES ZENTRUM FÜR LUFT - UND RAUMFAHRT E. V. (DLR), Germany

Signature(s):

Name(s):

Title(s):

Date:

FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (FWF), Austria

Signature(s):

Name(s):

Title(s):

Date:

MINISTERO DELLA SALUTE (MOH-IT), Italy

Signature(s):

Name(s):

Title(s):

Date:

AGENZIA PER LA PROMOZIONE DELLA RICERCA EUROPEA (APRE), Italy

Signature(s):

Name(s):

Title(s):

Date:

MINISTRY OF HEALTH – CHIEF SCIENTIST OFFICE (CSO-MOH), Israel

Signature(s):

Name(s):

Title(s):

Date:

NATIONAL AGENCY FOR RESEARCH AND DEVELOPMENT (NARD), Moldova

Signature(s):

Name(s):

Title(s):

Date:

FONDS WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO), Belgium

Signature(s):

Name(s):

Title(s):

Date:

OSTERREICHISCHE AGENTUR FÜR GESUNDHEIT UND ERNAHRUNGSSICHERHEIT GMBH (AGES), Austria

Signature(s):

Name(s):

Title(s):

Date:

SUOMEN AKATEMIA (AKA), Finland

Signature(s):

Name(s):

Title(s):

Date:

FONDS DE LA RECHERCHE SCIENTIFIQUE (FNRS), Belgium

Signature(s):

Name(s):

Title(s):

Date:

UNITED KINGDOM RESEARCH AND INNOVATION (UKRI), United Kingdom

Signature(s):

Name(s):

Title(s):

Date:

DEPARTMENT OF AGRICULTURE, FOOD AND THE MARINE (DAFM), Ireland

Signature(s):

Name(s):

Title(s):

Date:

STATE RESEARCH AGENCY OF SPAIN (AEI), Spain

Signature(s):

Name(s):

Title(s):

Date:

TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU (TUBITAK), Türkiye

Signature(s):

Name(s):

Title(s):

Date:

LATVIJAS ZINATNES PADOME (LZP), Latvia

Signature(s):

Name(s):

Title(s):

Date:

AGENCIA DE INVESTIGACAO CLINICA E INOVACAO BIOMEDICA (AICIB), Portugal

Signature(s):

Name(s):

Title(s):

Date:

MINISTERSTVO ZDRAVOTNICTVI CESKE REPUBLIKY (MZCR), Czechia

Signature(s):

Name(s):

Title(s):

Date:

AGENTURA PRO ZDRAVOTNICKY VYZKUM CESKE REPUBLIKY (AZVCR), Czechia

Signature(s):

Name(s):

Title(s):

Date:

HEALTH & LIFE SCIENCES CLUSTER BULGARIA (HLSC), Bulgaria

Signature(s):

Name(s):

Title(s):

Date:

NEDERLANDSE ORGANISATIE VOOR WETENSCHAPPELIJK ONDERZOEK (NOW), Netherlands

Signature(s):

Name(s):

Title(s):

Date:

REGIONAAL- JA PÕLLUMAJANDUSMINISTEERIUM (REM), Estonia

Signature(s):

Name(s):

Title(s):

Date:

XJENZA MALTA (XM), Malta

Signature(s):

Name(s):

Title(s):

Date:

SOUTH AFRICAN MEDICAL RESEARCH COUNCIL (SAMRC), South Africa

Signature(s):

Name(s):

Title(s):

Date:

DEPARTMENT OF SCIENCE AND INNOVATION (DSI), South Africa

Signature(s):

Name(s):

Title(s):

Date:

TAIGHDE ÉIREANN – RESEARCH IRELAND (TÉ-RI), Ireland

Signature(s):

Name(s):

Title(s):

Date:

THE RESEARCH COUNCIL OF NORWAY (RCN), Norway

Signature(s):

Name(s):

Title(s):

Date:

INSTITUTO DE SALUD CARLOS III (ISCIII), Spain

Signature(s):

Name(s):

Title(s):

Date:

THE HEALTH RESEARCH BOARD (HRB), Ireland

Signature(s):

Name(s):

Title(s):

Date:

INTERNATIONAL CENTRE FOR ANTIMICROBIAL RESISTANCE SOLUTIONS (ICARS), Denmark

Signature(s):

Name(s):

Title(s):

Date:

EUROPEAN PUBLIC HEALTH ALLIANCE (EPHA), Belgium

Signature(s):

Name(s):

Title(s):

Date:

EUROPEAN PATIENTS' FORUM (EPF), Belgium

Signature(s):

Name(s):

Title(s):

Date:

FONDAZIONE TOSCANA LIFE SCIENCES (TLS), Italy

Signature(s):

Name(s):

Title(s):

Date:

ZORGONDERZOEK NEDERLAND (ZonMw), Netherlands

Signature(s):

Name(s):

Title(s):

Date:

HET KONINKLIJK INSTITUUT VOOR DE TROPEN (KIT), Netherlands

Signature(s):

Name(s):

Title(s):

Date:

THE TRUSTEES OF BOSTON UNIVERSITY / COMBATING ANTIBIOTIC-RESISTANT BACTERIA BIOPHARMACEUTICAL ACCELERATOR (BU/CARB-X), United States

Signature(s):

Name(s):

Title(s):

Date:

DEPARTMENT OF HEALTH AND SOCIAL CARE (DHSC), United Kingdom

Signature(s):

Name(s):

Title(s):

Date:

NEMZETI KUTATÁSI, FEJLESZTÉSI ÉS INNOVÁCIÓS HIVATAL (NKFIH), Hungary

Signature(s):

Name(s):

Title(s):

Date:

CENTRUM VEDECKO-TECHNICKÝCH INFORMÁCIÍ SLOVENSKEJ REPUBLIKY (CVTI SR), Slovakia

Signature(s):

Name(s):

Title(s):

Date:

GLOBAL ANTIBIOTIC RESEARCH AND DEVELOPMENT PARTNERSHIP (GARDP), Switzerland

Signature(s):

Name(s):

Title(s):

Date:

SWISS NATIONAL SCIENCE FOUNDATION (SNSF), Switzerland

Signature(s):

Name(s):

Title(s):

Date:

CANADIAN INSTITUTES OF HEALTH RESEARCH (CIHR), Canada

Signature(s):

Name(s):

Title(s):

Date:

Attachment 1: EUP OHAMR Consortium Agreement Budget

Consortium Agreement Budget Year 1 to Year 10 (Y1-Y10)

Organisation's akronym	Country	Role	WP1 Effort (PM) reimbursed 100%	WP1 Effort reimbursed 30% (PM)	WP2 (PM)	WP3 (PM) reimbursed 100%	WP3 Effort reimbursed 30% (PM)	WP4 (PM)	WP5 (PM)	WP6 (PM)	Total Effort (PM) reimbursed 30%	Reimbursement (30% PM)	Total Effort (PM) reimbursed 100%	Reimbursement (100% PM)	Effort/PM eur (average)	Personnel CA budget/€	Sub-contracting CA budget/€	Purchase CA budget - Travel and substistence /€	Purchase CA budget - Other goods, works and services/€	Indirect costs/€ CA budget 25% (Total reimbursement)	Total CA implementation budget	Maximum EU Contribution	Total Financial support to third parties/ € (actual cost)
SRC	Sweden	Coordinator/	963,50	0,00	9,00	53,65	27,00	0,00	0,00	28,00	27,00	82 927,80	1 054,15	10 792 387,70	10 238,00	10 875 315,50	150 000,00	783 000,00	2 288 000,00	3 486 578,88	17 582 894,38	17 582 894,38	28 000 000,00
ANR	France	Partner	10,00	3,00	27,00	93,00	27,00	0,00	0,00	0,00	30,00	54 000,00	130,00	780 000,00	6 000,00	834 000,00	0,00	176 000,00	50 000,00	265 000,00	1 325 000,00	1 325 000,00	27 000 000,00
BMFWF	Austria	Partner	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ETAG	Estonia	Partner	0,00	3,00	0,00	0,00	9,00	0,00	0,00	0,00	12,00	14 400,00	0,00	0,00	4 000,00	14 400,00	0,00	10 000,00	5 000,00	7 350,00	36 750,00	36 750,00	300 000,00
FRRB	Italy	Partner	0,00	3,00	0,00	0,00	27,00	4,90	0,00	0,00	30,00	43 200,00	4,90	23 520,00	4 800,00	66 720,00	0,00	10 000,00	5 000,00	20 430,00	102 150,00	102 150,00	10 000 000,00
FCT	Portugal	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	42 750,00	0,00	0,00	4 750,00	42 750,00	0,00	10 000,00	5 000,00	14 437,50	72 187,50	72 187,50	2 800 000,00
BMFTR	Germany	Partner	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	21 000 000,00
SPW	Belgium	Partner	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9 000,00	0,00	0,00	10 000,00	5 000,00	3 750,00	18 750,00	18 750,00	6 000 000,00
NCN	Poland	Partner	0,00	3,00	0,00	2,90	27,00	0,00	0,00	0,00	30,00	47 169,00	2,90	15 198,90	5 241,00	62 367,90	0,00	10 000,00	5 000,00	19 341,98	96 709,88	96 709,88	750 000,00
LMT	Lithuania	Partner	0,00	3,00	0,00	1,40	27,00	0,00	0,00	0,00	30,00	26 280,00	1,40	4 088,00	2 920,00	30 368,00	0,00	10 000,00	5 000,00	11 342,00	56 710,00	56 710,00	1 800 000,00
IFD	Denmark	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	69 813,00	0,00	0,00	7 757,00	69 813,00	0,00	10 000,00	5 000,00	21 203,25	106 016,25	106 016,25	7 000 000,00
IACS	Spain	Partner	0,00	3,00	0,00	13,40	27,00	0,70	28,70	0,00	30,00	65 358,00	42,80	310 813,60	7 262,00	376 171,60	0,00	133 000,00	60 000,00	142 292,90	711 464,50	711 464,50	1 050 000,00
DLR	Germany	Partner	10,00	3,00	43,00	29,30	27,00	0,00	0,00	0,00	30,00	105 516,00	82,30	964 885,20	11 724,00	1 070 401,20	0,00	91 000,00	145 000,00	326 600,30	1 633 001,50	1 633 001,50	0,00
FWF	Austria	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	91 872,00	0,00	0,00	10 208,00	91 872,00	0,00	10 000,00	5 000,00	26 718,00	133 590,00	133 590,00	2 800 000,00
IT-MOH	Italy	Partner	10,00	3,00	1,00	1,40	27,00	40,00	0,00	0,00	30,00	68 985,00	52,40	401 646,00	7 665,00	470 631,00	0,00	108 000,00	86 000,00	166 157,75	830 788,75	830 788,75	6 000 000,00
APRE	Italy	Affiliated Entit	0,00	3,00	0,00	0,00	0,00	12,10	0,00	0,00	3,00	4 033,80	12,10	54 232,20	4 482,00	58 266,00	0,00	28 000,00	5 000,00	22 816,50	114 082,50	114 082,50	0,00
CSO-MOH	Israel	Partner	10,00	3,00	0,00	16,40	27,00	20,10	0,00	0,00	30,00	72 000,00	46,50	372 000,00	8 000,00	444 000,00	0,00	113 000,00	316 000,00	218 250,00	1 091 250,00	1 091 250,00	2 000 000,00
NARD	Moldavien	Partner	0,00	3,00	0,00	0,00	27,00	16,00	0,00	0,00	30,00	48 006,00	16,00	85 344,00	5 334,00	133 350,00	0,00	16 000,00	5 000,00	38 587,50	192 937,50	192 937,50	700 000,00
FWO	Belgium	Partner	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9 000,00	0,00	0,00	10 000,00	5 000,00	3 750,00	18 750,00	18 750,00	3 500 000,00
AGES	Austria	Partner	0,00	3,00	0,00	0,00	0,00	67,00	0,00	0,00	3,00	9 445,50	67,00	703 165,00	10 495,00	712 610,50	0,00	52 000,00	53 000,00	204 402,63	1 022 013,13	1 022 013,13	0,00
AKA	Finland	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	64 044,00	0,00	0,00	7 116,00	64 044,00	0,00	10 000,00	5 000,00	19 761,00	98 805,00	98 805,00	2 500 000,00
FNRS	Belgium	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	81 000,00	0,00	0,00	9 000,00	81 000,00	0,00	10 000,00	5 000,00	24 000,00	120 000,00	120 000,00	1 800 000,00
UKRI	UK	Partner	10,00	3,00	3,50	0,00	27,00	0,00	0,00	49,00	30,00	79 578,00	62,50	552 625,00	8 842,00	632 203,00	0,00	28 000,00	5 000,00	166 300,75	831 503,75	831 503,75	32 000 000,00
DAFM	Ireland	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	85 500,00	0,00	0,00	9 500,00	85 500,00	0,00	10 000,00	5 000,00	25 125,00	125 625,00	125 625,00	2 500 000,00
AEI	Spain	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	55 368,00	0,00	0,00	6 152,00	55 368,00	0,00	10 000,00	5 000,00	17 592,00	87 960,00	87 960,00	7 000 000,00
TUBITAK	Türkiye	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	28 386,00	0,00	0,00	3 154,00	28 386,00	0,00	10 000,00	5 000,00	10 846,50	54 232,50	54 232,50	2 100 000,00
LZP	Latvia	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	31 500,00	0,00	0,00	3 500,00	31 500,00	0,00	10 000,00	5 000,00	11 625,00	58 125,00	58 125,00	600 000,00
AICIB	Portugal	Partner	0,00	3,00	10,00	0,00	0,00	0,00	0,00	0,00	3,00	4 950,00	10,00	55 000,00	5 500,00	59 950,00	0,00	10 000,00	5 000,00	18 737,50	93 687,50	93 687,50	0,00
MZCR	Czech Republic	Partner	0,00	3,00	0,00	0,00	0,00	0,00	0,00	0,00	3,00	2 367,90	0,00	0,00	2 631,00	2 367,90	0,00	0,00	5 000,00	1 841,98	9 209,88	9 209,88	3 000 000,00
AZVCR	Czech Republic	Affiliated Entit	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	19 935,00	0,00	0,00	2 215,00	19 935,00	0,00	10 000,00	5 000,00	8 733,75	43 668,75	43 668,75	0,00
HLCS	Bulgaria	Partner	0,00	3,00	11,00	0,00	0,00	0,00	11,20	0,00	3,00	4 680,00	22,20	115 440,00	5 200,00	120 120,00	0,00	53 000,00	25 000,00	49 530,00	247 650,00	247 650,00	0,00
NWO	The Netherlands	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	80 793,00	0,00	0,00	8 977,00	80 793,00	0,00	10 000,00	5 000,00	23 948,25	119 741,25	119 741,25	9 900 000,00
REM	Estonia	Partner	0,00	3,00	0,00	0,00	9,00	0,00	0,00	0,00	12,00	14 400,00	0,00	0,00	4 000,00	14 400,00	0,00	10 000,00	5 000,00	7 350,00	36 750,00	36 750,00	300 000,00
XM	Malta	Partner	0,00	3,00	8,00	13,40	27,00	0,00	0,00	0,00	30,00	37 215,00	21,40	88 489,00	4 135,00	125 704,00	0,00	61 000,00	15 000,00	50 426,00	252 130,00	252 130,00	2 100 000,00
SAMRC	South African	Partner	0,00	3,00	8,00	0,00	27,00	0,00	0,00	0,00	30,00	97 398,00	8,00	86 576,00	10 822,00	183 974,00	0,00	10 000,00	5 000,00	49 743,50	248 717,50	248 717,50	0,00
DSI	South African	Affiliated Entit	0,00	3,00	5,00	0,00	0,00	0,00	0,00	0,00	3,00	1 125,00	5,00	6 250,00	1 250,00	7 375,00	0,00	10 000,00	5 000,00	5 593,75	27 968,75	27 968,75	1 750 000,00
TÉ-RI	Ireland	Partner	18,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	59 607,00	18,00	119 214,00	6 623,00	178 821,00	0,00	10 000,00	5 000,00	48 455,25	242 276,25	242 276,25	3 000 000,00
RCN	Norway	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	81 000,00	0,00	0,00	9 000,00	81 000,00	0,00	10 000,00	5 000,00	24 000,00	120 000,00	120 000,00	7 200 000,00
ISCIII	Spain	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	54 000,00	0,00	0,00	6 000,00	54 000,00	0,00	10 000,00	5 000,00	17 250,00	86 250,00	86 250,00	5 250 000,00
HRB	Ireland	Partner	0,00	3,00	7,00	0,00	15,00	0,00	0,00	3,00	18,00	35 100,00	10,00	65 000,00	6 500,00	100 100,00	0,00	10 000,00	5 000,00	28 775,00	143 875,00	143 875,00	3 180 000,00
CIHR	Canada	Associated Pa	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ICARS	Denmark	Partner	0,00	3,00	15,00	0,00	0,00	0,00	0,00	17,00	3,00	7 471,80	32,00	265 664,00	8 302,00	273 135,80	0,00	82 000,00	10 000,00	91 283,95	456 419,75	456 419,75	0,00
EPHA	Belgium	Partner	0,00	3,00	26,00	0,00	0,00	0,00	0,00	36,00	3,00	6 120,00	62,00	421 600,00	6 800,00	427 720,00	0,00	81 000,00	40 000,00	137 180,00	685 900,00	685 900,00	0,00
EPF	Belgium	Partner	0,00	3,00	0,00	0,00	0,00	0,00	0,00	33,00	3,00	6 604,20	33,00	242 154,00	7 338,00	248 758,20	0,00	10 000,00	5 000,00	65 939,55	329 697,75	329 697,75	0,00
GARDP	Switzerland	Associated Pa	0,00	0,00	0,00	0,00	0,00	34,80	0,00	5,20	0,00	0,00	40,00	533 769,00	13 344,23	533 769,00	0,00	10 500,00	58 674,00	150 735,75	753 678,75	0,00	0,00
TLS	Italy	Partner	0,00	3,00	0,00	0,00	0,00	3,70	0,00	15,50	3,00	6 300,00	19,20	134 400,00	7 000,00	140 700,00	0,00	72 000,00	39 000,00	62 925,00	314 625,00	314 625,00	0,00
ZonMw	The Netherlands	Partner	50,00	3,00	5,00	0,00	24,00	0,00	45,50	0,00	27,00	76 950,00	100,50	954 750,00	9 500,00	1 031 700,00	0,00	155 000,00	90 000,00	319 175,00	1 595 875,00	1 595 875,00	5 500 000,00
SNSF	Switzerland	Associated Pa	0,00	0,00	0,00	0,00	0,00	0,00	8,20	0,00	0,00	0,00	8,20	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	7 739 233,00
KIT	The Netherlands	Partner	0,00	3,00	0,00	0,00	0,00	75,60	33,50	19,00	3,00	9 020,88	128,10	1 283 971,92	10 023,20	1 292 992,80	0,00	153 000,00	147 656,00	398 412,20	1 992 061,00	1 992 061,00	0,00
CARB-X	USA	Partner	0,00	3,00	5,00	0,00	0,00	0,00	0,00	9,10	3,00	12 692,70	14,10	198 852,30	14 103,00	211 545,00	0,00	13 500,00	5 000,00	57 511,25	287 556,25	287 556,25	0,00
DHSC	UK	Partner	0,00	3,00	0,00	0,00	0,00	0,00	0,00	0,00	3,00	5 594,40	0,00	0,00	6 216,00	5 594,40	0,00	10 000,00	0,00	3 898,60	19 493,00	19 493,00	0,00
NKFIH	Hungary	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	28 800,00	0,00	0,00	3 200,00	28 800,00	0,00	10 000,00	5 000,00	10 950,00	54 750,00	54 750,00	2 100 000,00
CVTI SR	Slovakia	Partner	0,00	3,00	0,00	0,00	27,00	0,00	0,00	0,00	30,00	36 000,00	0,00	0,00	4 000,00	36 000,00	0,00	10 000,00	5 000,00	12 750,00	63 750,00	63 750,00	1 200 000,00
			1 081,50	**135,00**	**183,50**	**224,85**	**840,00**	**274,90**	**127,10**	**214,80**	**975,00**	**1 959 256,98**	**2 106,65**	**19 631 035,82**		**21 590 292,80**	**150 000,00**	**2 499 000,00**	**3 588 330,00**	**6 919 405,70**	**34 747 028,50**	**33 993 349,75**	**221 419 233,00**

Consortium Agreement Budget Year 1 (Y1)

Organisation's akronym	Country	Role	WP1 (PM)	WP1 Effort reimbursed 30% (PM)	WP2 (PM)	WP3 (PM)	WP3 Effort reimbursed 30% (PM)	WP4 (PM)	WP5 (PM)	WP6 (PM)	Total Effort (PM) reimbursed 30%	Reimbursement (30% PM)	Total Effort (PM) reimbursed 100%	Reimbursement (100% PM)	Effort/PM eur (average)	Personnel CA budget/€	JTC EC contribution to implementation	Sub-contracting CA budget/€	Purchase CA budget - Travel and substistence /€	Purchase CA budget - Other goods, works and services/€	Indirect costs/€ CA budget 25% (Total reimbursement)	Total CA implementation budget	Maximum EU Contribution	Total Financial support to third parties/ € (actual cost) FIRST CALL	Maximum EC Funding of FSTP FIRST CALL
SRC	Sweden	Coordinator/	103,00	0,00	0,50	2,20	3,00	0,00	0,00	2,50	3,00	9 214,20	108,20	1 107 751,60	10 238,00	1 116 965,80	1 631 782,65	150 000,00	90 000,00	290 000,00	374 241,45	2 021 207,25	2 021 207,25	2 000 000,00	600 000,00
ANR	France	Partner	1,00	0,30	2,00	13,00	3,00	0,00	0,00	0,00	3,30	5 940,00	16,00	96 000,00	6 000,00	101 940,00	89 000,00	0,00	4 000,00	0,00	26 485,00	132 425,00	132 425,00	2 000 000,00	600 000,00
BMFWF	Austria	Partner	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ETAG	Estonia	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	3 960,00	0,00	0,00	4 000,00	3 960,00	1 250,00	0,00	1 000,00	0,00	1 240,00	6 200,00	6 200,00	300 000,00	90 000,00
FRRB	Italy	Partner	0,00	0,30	0,00	0,00	3,00	0,70	0,00	0,00	3,30	4 752,00	0,70	3 360,00	4 800,00	8 112,00	4 190,00	0,00	1 000,00	0,00	2 278,00	11 390,00	11 390,00	1 000 000,00	300 000,00
FCT	Portugal	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	4 702,50	0,00	0,00	4 750,00	4 702,50	1 250,00	0,00	1 000,00	0,00	1 425,63	7 128,13	7 128,13	500 000,00	150 000,00
BMFTR	Germany	Partner	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	2 500 000,00	750 000,00
SPW	Belgium	Partner	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9 000,00	0,00	1 250,00	0,00	1 000,00	0,00	250,00	1 250,00	1 250,00	1 000 000,00	300 000,00
NCN	Poland	Partner	0,00	0,30	0,00	0,40	3,00	0,00	0,00	0,00	3,30	5 188,59	0,40	2 096,40	5 241,00	7 284,99	3 084,35	0,00	1 000,00	0,00	2 071,25	10 356,24	10 356,24	750 000,00	225 000,00
LMT	Lithuania	Partner	0,00	0,30	0,00	0,20	3,00	0,00	0,00	0,00	3,30	2 890,80	0,20	584,00	2 920,00	3 474,80	1 761,00	0,00	1 000,00	0,00	1 118,70	5 593,50	5 593,50	300 000,00	90 000,00
IFD	Denmark	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	7 679,43	0,00	0,00	7 757,00	7 679,43	1 250,00	0,00	1 000,00	0,00	2 169,86	10 849,29	10 849,29	1 000 000,00	300 000,00
IACS	Spain	Partner	0,00	0,30	0,00	0,20	3,00	0,10	3,10	0,00	3,30	7 189,38	3,40	24 690,80	7 262,00	31 880,18	74 104,45	0,00	32 000,00	10 000,00	18 470,05	92 350,23	92 350,23	150 000,00	45 000,00
DLR	Germany	Partner	1,00	0,30	2,50	0,70	3,00	0,00	0,00	0,00	3,30	11 606,76	4,20	49 240,80	11 724,00	60 847,56	48 085,70	0,00	4 000,00	0,00	16 211,89	81 059,45	81 059,45	0,00	0,00
FWF	Austria	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	10 105,92	0,00	0,00	10 208,00	10 105,92	1 250,00	0,00	1 000,00	0,00	2 776,48	13 882,40	13 882,40	1 400 000,00	420 000,00
IT-MOH	Italy	Partner	1,00	0,30	0,10	0,20	3,00	5,50	0,00	0,00	3,30	7 588,35	6,80	52 122,00	7 665,00	59 710,35	71 231,75	0,00	11 000,00	9 500,00	20 052,59	100 262,94	100 262,94	1 000 000,00	300 000,00
APRE	Italy	Affiliated Entit	0,00	0,30	0,00	0,00	0,00	1,00	0,00	0,00	0,30	403,38	1,00	4 482,00	4 482,00	4 885,38	7 671,75	0,00	3 000,00	0,00	1 971,35	9 856,73	9 856,73	0,00	0,00
CSO-MOH	Israel	Partner	1,00	0,30	0,00	0,20	3,00	0,60	0,00	0,00	3,30	7 920,00	1,80	14 400,00	8 000,00	22 320,00	53 850,00	0,00	4 000,00	29 000,00	13 830,00	69 150,00	69 150,00	360 000,00	108 000,00
NARD	Moldavien	Partner	0,00	0,30	0,00	0,00	3,00	1,00	0,00	0,00	3,30	5 280,66	1,00	5 334,00	5 334,00	10 614,66	8 417,25	0,00	3 000,00	0,00	3 403,67	17 018,33	17 018,33	100 000,00	30 000,00
FWO	Belgium	Partner	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9 000,00	0,00	1 250,00	0,00	1 000,00	0,00	250,00	1 250,00	1 250,00	700 000,00	210 000,00
AGES	Austria	Partner	0,00	0,30	0,00	0,00	0,00	10,50	0,00	0,00	0,30	944,55	10,50	110 197,50	10 495,00	111 142,05	100 172,81	0,00	3 000,00	0,00	28 535,51	142 677,56	142 677,56	0,00	0,00
AKA	Finland	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	7 044,84	0,00	0,00	7 116,00	7 044,84	1 250,00	0,00	1 000,00	0,00	2 011,21	10 056,05	10 056,05	850 000,00	255 000,00
FNRS	Belgium	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	8 910,00	0,00	0,00	9 000,00	8 910,00	1 250,00	0,00	1 000,00	0,00	2 477,50	12 387,50	12 387,50	300 000,00	90 000,00
UKRI	UK	Partner	1,00	0,30	0,50	0,00	3,00	0,00	0,00	5,00	3,30	8 753,58	6,50	57 473,00	8 842,00	66 226,58	51 538,88	0,00	1 000,00	0,00	16 806,65	84 033,23	84 033,23	4 600 000,00	1 380 000,00
DAFM	Ireland	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	9 405,00	0,00	0,00	9 500,00	9 405,00	3 750,00	0,00	3 000,00	0,00	3 101,25	15 506,25	15 506,25	750 000,00	225 000,00
AEI	Spain	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	6 090,48	0,00	0,00	6 152,00	6 090,48	1 250,00	0,00	1 000,00	0,00	1 772,62	8 863,10	8 863,10	1 000 000,00	300 000,00
TUBITAK	Türkiye	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	3 122,46	0,00	0,00	3 154,00	3 122,46	1 250,00	0,00	1 000,00	0,00	1 030,62	5 153,08	5 153,08	300 000,00	90 000,00
LZP	Latvia	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	3 465,00	0,00	0,00	3 500,00	3 465,00	1 250,00	0,00	1 000,00	0,00	1 116,25	5 581,25	5 581,25	600 000,00	180 000,00
AICIB	Portugal	Partner	0,00	0,30	0,50	0,00	0,00	0,00	0,00	0,00	0,30	495,00	0,50	2 750,00	5 500,00	3 245,00	3 656,25	0,00	1 000,00	0,00	1 061,25	5 306,25	5 306,25	0,00	0,00
MZCR	Czech Republic	Partner	0,00	0,30	0,00	0,00	0,00	0,00	0,00	0,00	0,30	236,79	0,00	0,00	2 631,00	236,79	0,00	0,00	0,00	0,00	59,20	295,99	295,99	500 000,00	150 000,00
AZVCR	Czech Republic	Affiliated Entit	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	2 192,85	0,00	0,00	2 215,00	2 192,85	1 250,00	0,00	1 000,00	0,00	798,21	3 991,06	3 991,06	0,00	0,00
HLCS	Bulgaria	Partner	0,00	0,30	0,50	0,00	0,00	0,00	0,60	0,00	0,30	468,00	1,10	5 720,00	5 200,00	6 188,00	7 505,00	0,00	2 000,00	0,00	2 047,00	10 235,00	10 235,00	0,00	0,00
NWO	The Netherlands	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	8 887,23	0,00	0,00	8 977,00	8 887,23	1 250,00	0,00	1 000,00	0,00	2 471,81	12 359,04	12 359,04	1 500 000,00	450 000,00
REM	Estonia	Partner	0,00	0,30	0,00	0,00	0,00	0,00	0,00	0,00	0,30	360,00	0,00	0,00	4 000,00	360,00	1 250,00	0,00	1 000,00	0,00	340,00	1 700,00	1 700,00	0,00	0,00
XM	Malta	Partner	0,00	0,30	0,50	0,20	3,00	0,00	0,00	0,00	3,30	4 093,65	0,70	2 894,50	4 135,00	6 988,15	7 532,69	0,00	4 000,00	0,00	2 747,04	13 735,19	13 735,19	500 000,00	150 000,00
SAMRC	South African	Partner	0,00	0,30	3,50	0,00	3,00	0,00	0,00	0,00	3,30	10 713,78	3,50	37 877,00	10 822,00	48 590,78	34 392,38	0,00	1 000,00	0,00	12 397,70	61 988,48	61 988,48	0,00	0,00
DSI	South African	Affiliated Entit	0,00	0,30	0,50	0,00	0,00	0,00	0,00	0,00	0,30	112,50	0,50	625,00	1 250,00	737,50	1 796,88	0,00	1 000,00	0,00	434,38	2 171,88	2 171,88	250 000,00	75 000,00
TÉ-RI	Ireland	Partner	0,50	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	6 556,77	0,50	3 311,50	6 623,00	9 868,27	4 147,56	0,00	1 000,00	0,00	2 717,07	13 585,34	13 585,34	1 000 000,00	300 000,00
RCN	Norway	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	8 910,00	0,00	0,00	9 000,00	8 910,00	1 250,00	0,00	1 000,00	0,00	2 477,50	12 387,50	12 387,50	1 000 000,00	300 000,00
ISCIII	Spain	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	5 940,00	0,00	0,00	6 000,00	5 940,00	1 250,00	0,00	1 000,00	0,00	1 735,00	8 675,00	8 675,00	750 000,00	225 000,00
HRB	Ireland	Partner	0,00	0,30	7,00	0,00	3,00	0,00	0,00	0,00	3,30	6 435,00	7,00	45 500,00	6 500,00	51 935,00	41 062,50	0,00	1 000,00	0,00	13 233,75	66 168,75	66 168,75	530 000,00	159 000,00
CIHR	Canada	Associated Pa	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	375 060,00	0,00
ICARS	Denmark	Partner	0,00	0,30	0,50	0,00	0,00	0,00	0,00	0,50	0,30	747,18	1,00	8 302,00	8 302,00	9 049,18	12 264,25	0,00	4 000,00	0,00	3 262,30	16 311,48	16 311,48	0,00	0,00
EPHA	Belgium	Partner	0,00	0,30	2,50	0,00	0,00	0,00	0,00	3,00	0,30	612,00	5,50	37 400,00	6 800,00	38 012,00	37 725,00	0,00	4 000,00	0,00	10 503,00	52 515,00	52 515,00	0,00	0,00
EPF	Belgium	Partner	0,00	0,30	0,00	0,00	0,00	0,00	0,00	2,00	0,30	660,42	2,00	14 676,00	7 338,00	15 336,42	14 091,50	0,00	1 000,00	0,00	4 084,11	20 420,53	20 420,53	0,00	0,00
GARDP	Switzerland	Associated Pa	0,00	0,00	0,00	0,00	0,00	5,40	0,00	0,20	0,00	0,00	5,60	74 727,66	13 344,23	74 727,66	65 386,70	0,00	0,00	0,00	18 681,92	93 409,58	0,00	0,00	0,00
TLS	Italy	Partner	0,00	0,30	0,00	0,00	0,00	0,10	0,00	1,50	0,30	630,00	1,60	11 200,00	7 000,00	11 830,00	13 550,00	0,00	3 000,00	0,00	3 707,50	18 537,50	18 537,50	0,00	0,00
ZonMw	The Netherlands	Partner	5,00	0,30	0,50	0,00	0,00	0,00	3,60	0,00	0,30	855,00	9,10	86 450,00	9 500,00	87 305,00	109 393,75	0,00	22 000,00	5 000,00	28 576,25	142 881,25	142 881,25	0,00	0,00
SNSF	Switzerland	Associated Pa	0,00	0,00	0,00	0,00	0,00	0,00	0,60	0,00	0,00	0,00	0,60	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	1 289 872,00	0,00
KIT	The Netherlands	Partner	0,00	0,30	0,00	0,00	0,00	4,60	1,60	1,00	0,30	902,09	7,20	72 167,04	10 023,20	73 069,13	68 146,16	0,00	4 000,00	0,00	19 267,28	96 336,41	96 336,41	0,00	0,00
CARB-X	USA	Partner	0,00	0,30	0,50	0,00	0,00	0,00	0,00	0,30	0,30	1 269,27	0,80	11 282,40	14 103,00	12 551,67	11 122,10	0,00	1 000,00	0,00	3 387,92	16 939,59	16 939,59	0,00	0,00
DHSC	UK	Partner	0,00	0,30	0,00	0,00	0,00	0,00	0,00	0,00	0,30	559,44	0,00	0,00	6 216,00	559,44	1 250,00	0,00	1 000,00	0,00	389,86	1 949,30	1 949,30	0,00	0,00
NKFIH	Hungary	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	3 168,00	0,00	0,00	3 200,00	3 168,00	1 250,00	0,00	1 000,00	0,00	1 042,00	5 210,00	5 210,00	300 000,00	90 000,00
CVTI SR	Slovakia	Partner	0,00	0,30	0,00	0,00	3,00	0,00	0,00	0,00	3,30	3 960,00	0,00	0,00	4 000,00	3 960,00	1 250,00	0,00	1 000,00	0,00	1 240,00	6 200,00	6 200,00	1 200 000,00	360 000,00
			113,50	**13,50**	**22,10**	**17,30**	**93,00**	**29,50**	**9,50**	**16,00**	**106,50**	**210 922,85**	**207,90**	**1 942 615,20**		**2 153 538,05**	**2 604 163,30**	**150 000,00**	**230 000,00**	**343 500,00**	**681 759,51**	**3 558 797,56**	**3 465 387,99**	**32 654 932,00**	**9 297 000,00**

Attachment 2: Accession document

ACCESSION

of a new Party to

EUP OHAMR Consortium Agreement, version [X], [DATE]

[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 [OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE GRANT AGREEMENT] to the consortium starting [DATE].

This accession document has been issued in two originals to be duly signed by the undersigned authorised representatives.

[DATE] [PLACE]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE GRANT AGREEMENT]

Signature(s)

Name(s)

Title(s)

[DATE] [PLACE]

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE GRANT AGREEMENT]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to section 9.3.2

NAME OF PARTY (ACRONYM): Name of third party, address

No third parties were identified.

Attachment 4: Background Included

According to article 16.1 of the Grant Agreement 101217154, 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 EUP OHAMR. This is the purpose of this attachment.

PARTY 2

As to the **Agence Nationale de la Recherche (ANR)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Agence Nationale de la Recherche (ANR) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 the **Bundesministerium für Frauen, Wissenschaft und Forschung (BMFWF)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Bundesministerium für Frauen, Wissenschaft und Forschung (BMFWF) is needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 **Sihtasutus Eesti Teadusagentuur (ETAG)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Sihtasutus Eesti Teadusagentuur (ETAG) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 6

As to **Fundação para a Ciência e a Tecnologia I.P. (FCT)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Fundação para a Ciência e a Tecnologia I.P. (FCT) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 9

As to **Narodowe Centrum Nauki (NCN)** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Narodowe Centrum Nauki (NCN) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 10

As to **Lietuvos Mokslo Taryba (LMT)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Lietuvos Mokslo Taryba (LMT) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 12

As to **Instituto Aragones de Ciencias de la Salud (IACS)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Instituto Aragones de Ciencias de la Salud (IACS) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 13

As to **Deutsches Zentrum für Luft- und Raumfahrt e. V. (DLR)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the EUP OHAMR. Specific limitations and/or conditions, shall be as mentioned hereunder:

Background description	**Specific restrictions and/or conditions for implementation (article 16.4 of the 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")**
PT-outline	Limited use for CSC participants who have signed the Joint Controller Agreement (JCA) or the Contractual Clauses, and for evaluators and JCS purposes only.	Owned and hosted by DLR-PT

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

PARTY 15

As to the **Italian Ministry of Health (MOH-IT)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Italian Ministry of Health (MOH-IT) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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") or Exploitation of that other Party's Results (article 16.1 of the Grant Agreement and its Annex 5, 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 17

As to the **National Agency for Research and Development (NARD)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the National Agency for Research and Development (NARD) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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") or Exploitation of that other Party's Results (article 16.1 of the Grant Agreement and its Annex 5, 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 21

As to **Fonds de la Recherche Scientifique (FNRS)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Fonds de la Recherche Scientifique (FNRS) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 24

As to **State Research Agency of Spain (AEI)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of State Research Agency of Spain (AEI) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 28

As to the **Ministerstvo Zdravotnictvi Ceske Republiky (MZCR)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Ministerstvo Zdravotnictvi Ceske Republiky (MZCR) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 28.1

As to the **Agentura pro Zdravotnicky Vyzkum Ceske Republiky (AZVCR)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Agentura pro Zdravotnicky Vyzkum Ceske Republiky (AZVCR) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 29

As to **Health & Life Sciences Cluster Bulgaria (HLSC)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Health & Life Sciences Cluster Bulgaria (HLSC) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 31

As to **Regionaal- ja Põllumajandusministeerium (REM)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Regionaal- ja Põllumajandusministeerium (REM) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 32

As to **Xjenza Malta (XM)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Xjenza Malta (XM) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 34

As to **Taighde Éireann – Research Ireland (TÉ-RI)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Taighde Éireann – Research Ireland (TÉ-RI) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 38

As to **International Centre for Antimicrobial Resistance Solutions (ICARS)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of International Centre for Antimicrobial Resistance Solutions (ICARS) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 40

As to the **European Patients’ Forum (EPF)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of European Patients’ Forum (EPF) 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’).

European Patients’ Forum (EPF) owns tools developed for EU-funded projects, including but not limited to project and innovation management, communication, dissemination, and exploitation. These tools are not made available to other Parties by default. Certain tools may be used in the implementation of the Project and will be shared, at European Patients’ Forum’s (EPF) discretion, with the Coordinator and/or designated Parties solely for the purpose of managing the Project.

This reflects the status as of the signature date of this Consortium Agreement

PARTY 42

As to **Zorgonderzoek Nederland (ZonMw)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Zorgonderzoek Nederland (ZonMw) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 43

As to **Het Koninklijk Instituut voor de Tropen (KIT)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Het Koninklijk Instituut voor de Tropen (KIT) is

Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 44

As to **The Trustees of Boston University / Combating Antibiotic-Resistant Bacteria Biopharmaceutical Accelerator (BU/CARB-X)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of The Trustees of Boston University / Combating Antibiotic-Resistant Bacteria Biopharmaceutical Accelerator (BU/CARB-X) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 46

As to **Nemzeti Kutatási, Fejlesztési és Innovációs Hivatal (NKFIH)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Nemzeti Kutatási, Fejlesztési és Innovációs Hivatal (NKFIH) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 48

As to **Global Antibiotic Research & Development Partnership (GARDP)** it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Global Antibiotic Research and Development Partnership (GARDP) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 49

As to **Swiss National Science Foundation (SNSF)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Swiss National Science Foundation (SNSF) is needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 50

As to **Canadian Institutes of Health Research (CIHR)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Canadian Institutes of Health Research (CIHR) is Needed by another Party for implementation of the EUP OHAMR (article 16.1 of the 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”) or Exploitation of that other Party’s Results (article 16.1 of the Grant Agreement and its Annex 5, 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 5: Template CDA for Advisory Bodies

European Partnership on One Health Antimicrobial Resistance (EUP OHAMR)

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT [the Agreement] is entered into on this [insert number of day] day of

[insert Month and year] by and between:

1. The Swedish Research Council / Vetenskapsrådet (SRC) as Coordinator of the European Partnership on One Health Antimicrobial Resistance (EUP OAHMR) (the Disclosing Party) and

2. _____ who has signed the Confidentiality Agreement in their capacity of appointed member of one of the Advisory Bodies (Scientific Advisory Board/ External Ethics Advisory Board/Stakeholder Forum) of the European Partnership on One Health Antimicrobial Resistance (EUP OHAMR) (the Receiving Party)

(Hereinafter also, each individually Party, and jointly, Parties).

1. Purpose

In order to ensure a proper implementation if the EUP OHAMR and of its activities, within the scope of the corresponding Advisory Body described above, the Parties may need to exchange information of a confidential nature (Confidential Information" as defined in Article 2 below) and would like to ensure that it remains to be treated as confidential under the terms and conditions set out below.

2. Confidential Information

Confidential Information includes any information and/or documentation, and/or material and/or instrument and/or research and development program provided by either Party, or furthermore acquired by one of the Parties directly or indirectly, by any means (for example paper copies, electronic form)), clearly declared a "confidential", "proprietary" or similar phraseology that indicated the privileged and/or confidential nature of the information. The confidential nature of the information may also regard studies and analyses prepared by one Party, one the basis of Confidential Information provided by the other Party. All oral information must be treated as confidential, as must any information regarding any third party.

Information that does not qualify as Confidential Information includes information that:

i. was in the public domain prior to the transfer of the same information from one Party to the other or information that has become publicly available without violating this Confidential Disclosure Agreement;

ii. has become available after being published by one Party or the other for reasons not attributed to the receiving Party;

iii. was available to the receiving Party prior to communication, as can be demonstrated by the date of communication on previous documents;

iv. is legitimately obtained by one of the Parties from a third party who has no obligation of confidentiality;

v. was developed independently by the receiving Party without use or reference to information from the communicating Party, as can be demonstrated by documents and other evidence in possession of the receiving Party; or

vi. was delivered by one Party to a Judicial or Administrative Authority in compliance with laws or regulations, or as required by the same Judicial or Administrative Authority, in which case the receiving Party shall promptly notify the communicating Party, in writing, prior to such disclosure or, if this is not possible, immediately following the disclosure of the information, as well as the method of disclosure in such a way as to limit its dissemination as much as possible.

3. Non-use and non-disclosure

Each Party agrees not to use the Confidential Information for purposes other than those allowed in paragraph 1 above, either directly and/or indirectly.

Each Party agrees to not disclose Confidential Information to third parties or employees and/or different types of third-party coworkers, except when these third parties or their employees and/or different types of third-party co-workers are directly involved in the analysis of the project or as consultants to a Party.

If it is mandatory that a third party be involved in carrying out any of the activities listed above in paragraph 1, the Party requesting the involvement must require these third parties to sign a Confidentiality Agreement with content that reflects the obligations of and is similar to this Confidentiality Disclosure Agreement.

Employees and/or co-workers of either Party and/or employees and/or co-workers of audit companies responsible for auditing financial statements of either Party are not considered third parties.

The receiving Party has the right to disclose Confidential Information to its consultants. If there is unlawful disclosure of Confidential Information by these consultants, or by members of the governing bodies of each of the Parties, the liability for damages will be responsibility of the receiving Party.

4. Maintaining Confidentiality

Each Party will take all reasonable measures to protect the confidentiality of and prevent the dissemination of Confidential Information received under the terms of this Confidentiality Disclosure Agreement.

When handling Confidential Information received from the other Party, each Party should use the same means they use for their own confidential documents and ensure that that all persons who have access to the Confidential Information are bound to confidentiality.

Each Party must assess, through normal standards of reason and diligence, which must be measures based on the nature and type of information processed and/or received, the methods used for the protection of the confidentiality of restricted and sensitive information.

If this assessment reveals that the methods used for the protection of Confidential Information are inadequate for the nature and type of information received and processed, the Party will be required to take measures that, according to normal standards for reason and diligence, are sufficient to safeguard the confidentiality of the type of information received. Failure to do so will result in liability for all damages caused to the other Party, as a result of the disclosure of Confidential Information received by the other Party.

5. Limitations

Neither obligation nor commitment nor right, even of an additional pre-contractual nature, concerning similar matters that is contained in this Confidentiality Agreement arises on either Party, as a results of signing this Confidentiality Agreement.

Where each Party has the right to unilaterally terminate this Confidentiality Disclosure Agreement at their own discretion and their mandate in the EUP OHAMR Advisory Board, the ceasing Party continue to be required to respect the terms and conditions of this Confidentiality Agreement with respect to Confidential Information acquired during execution of the activities described in paragraph 1 above for a period equal to 24 (twenty four) months, effective from the date of terminating this Confidentiality Disclosure Agreement.

No additional obligation may arise from this Confidentiality Disclosure Agreement for the Parties as a result of the termination of assignments related to EUP OAHMR.

6. Invalidity

The declaration of nullity or invalidity of one or more provisions contained in this Confidentiality Disclosure Agreement does not determine the invalidity or nullity of the Confidentiality Disclosure Agreement as a whole or of the remaining provisions contained herein, which must be interpreted in such a way as to yield economic and substantial effects similar as much as possible to those arising from the original text of the Confidentiality Disclosure Agreement.

7. Return of Materials

All Confidential Information communicated by one Party to the other, in any material form, and all copies owned by the other Party, remain property of the communicating Party and must be returned or destroyed promptly upon written request of the communicating Party.

Nevertheless, the obligation to preserve the confidentiality of the content as stated in the last part of paragraph 5 above remains binding.

8. Amendments

Any amendment to this Confidentiality Disclosure Agreement must be made in writing and be approved by appropriate undersigning by both Parties.

9. Termination

The duration of this Confidentiality Disclosure Agreement is of X months from the date of its undersigning by both Parties.

10. Remedies

The receiving Party acknowledges that every violation of the provisions contained in this Confidentiality Disclosure Agreement may cause irreparable damage to the Disclosing Party, reserving the right to claim monetary reparation, and any other legal remedy provided for from time to time by current regulation.

11. Applicable Law and Jurisdiction

The Parties agree that this Agreement and all disputes arising hereunder shall be governed by the existing laws in Belgium. The Parties shall endeavour to amicably settle any disputes arising out of or in connection with the performance of this Confidentiality Disclosure Agreement. If an amicable settlement cannot be reached, the parties may apply to the competent jurisdiction according to the above-mentioned principle.

This document constitutes the complete agreement between the Parties with respect to Confidential Information.

The Parties acknowledge and agree to the terms and conditions contained in this Confidentiality Disclosure Agreement, as evidenced by the signatures appearing below.

Attachment 6: Conflicts of Interest and Information Barrier in call implementation

Possibility to fund Members of the Consortiums through the Financial Support to Third Parties

When implementing Financial Support to Third Parties (FSTP) in co-funded partnerships, the Beneficiaries must avoid any Conflict of Interest (CoI) and comply with the principles of transparency, non-discrimination and sound financial management. In general, EUP OHAMR Parties will not be allowed to participate as potential applicants (coordinators or partners) in JTCs. However, under certain circumstances some Parties could participate in calls (see section 8.4).

These Parties are the following: AGES, DLR, ISCIII, TUBITAK, IACS. The Parties that may apply to the co-funded JTCs and will be explicitly listed in the call text to ensure complete transparency and inform the recipients of calls.

The following information barriers and firewall measures will be set-up: At governance level, specific preventative firewall measures will be implemented for the EUP OHAMR management, strategic and decision-making bodies. Meetings of Work Package (WP) leaders and co-leaders and responsible for the EUP OHAMR operations, will be organised in compartmentalised discussion themes, to avoid the participation of representatives of Research Performing Organisations (RPOs) that might have interest in applying to the co-funded calls to sensible parts of the discussion.

In concrete terms, separate sessions back-to-back with the main meeting will be organised on calls related activities (WP3 and WP4) and monitoring of projects activities. These RPOs will be excluded from these sessions. The same approach will be adopted for General Assembly, as decision-making body, based on the meeting agenda discussion topics. All details will be outlined in the partnership's Rules of Procedure. At implementation level, the EUP OHAMR Consortium partners that might apply to the co-funded calls will be completely excluded from the work of call preparation and monitoring. All related information is kept non-accessible to these Parties. In that way the possibility for research units belonging to these organisations to participate in EUP OHAMR calls for proposals is safeguarded.

Exceptions to the previous rules may exists for the organisations able to show that their internal organisations prevent the risk of CoI (i.e. independent departments, independent management structures, independent informatic servers, barriers preventing access to confidential information). At the launch of the partnership, these Parties are the following: DLR, ISCIII, TUBITAK, IACS.

The process to follow for avoiding conflict of interest will consist in identifying the potential partners that can apply for each call. The details will be outlined in the partnership's Rules of Procedure.

The criteria for not having a CoI are:

a) EUP OHAMR Party and the corresponding Third Parties belong to an independent department;

b) EUP OHAMR Party and the corresponding Third Parties have independent management structure;

c) The Third Parties must be eligible to receive funds from the corresponding EUP OHAMR Party and have no connections to the internal mechanisms.

In addition, the following information is important:

1) Beneficiaries able to participate in the co-funded calls as applicant and Funding Organisation: ISCIII, TUBITAK, DLR, IACS.

   ISCIII: Is a public research organisation that also manages the National Health Strategic Research Action. ISCIII launches yearly competitive calls for projects, contracts, fellowships, networks, R&D platforms and independent clinical trials. Both missions (research performing and funding activities) are separated physically in different campuses and they are managed by completely different structures (Underdirectorates).

   TUBITAK: In addition to being a funding organisation, TUBITAK has various research institutes including a health-related institute, namely the TUBİTAK Marmara Research Centre Life Sciences Institute, from which researchers may want to apply to calls under EUP OHAMR. However, these institutes are not directly linked to where the project will be carried out, which is the International Cooperation Department under the TUBITAK Presidency, located in a different city in addition to having different managers. The institutes are normally eligible to receive funds from TUBITAK and have no connections to the internal mechanisms.

   DLR: All information related to the design and launch of the calls, including selection of call topics and participation in the call steering group or Joint Call secretariat, will be treated in strict confidentiality internally at DLR within the framework of a small working group without the involvement of DLR researchers. In no case information will be shared with the scientific community of Germany.

   IACS: All information related to the design and launch of the calls, including selection of call topics and participation in the call steering group or Joint Call secretariat, will be treated in strict confidentiality internally at IACS within the framework of a small working group without the involvement of IACS researchers. In no case information will be shared with the scientific community of Aragon and Spain.

2) Beneficiaries able to participate in the co-funded calls as applicants only: AGES

   AGES is the leading expert and research organisation for risk mitigation in Austria, to ensure health for humans, animals and plants, food safety, food security and consumer protection. AGES will be mainly involved in WP4 capacity strengthening activities, but not in not in the discussion of call topics or management of any calls.

3) Beneficiaries able to participate in the co-funded calls as Funding Organisation only: KIT

   KIT is an independent knowledge institute guided by the United Nations Sustainable Development Goals (SDGs), whose work focuses on global health, gender and sustainable economic development. KIT will be included in the call management in the partnership, but researchers working in KIT will not be able to participate in the call as applicants.