

## CONSORTIUM AGREEMENT



Grant Agreement no 765937  
**H2020-MSCA-ITN-2017**

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Change Records

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**CONSORTIUM AGREEMENT**  
**for a Marie Skłodowska-Curie Innovative Training Network (ITN) European Training**  
**Network**

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission [H2020 Model Grant Agreement for Marie Skłodowska-Curie Innovative Training Networks \(MSC-ITN-MULTI\)](#) and its Annexes, and is made on 1<sup>st</sup> June 2018, hereinafter referred to as the “Effective Date”

**BETWEEN:**

**UNIVERSITY OF LEICESTER**, University Road, Leicester LE1 7RH, United Kingdom, hereinafter referred to as “ULEIC” or the “Coordinator”;

**WESTFAELISCHE WILHELMS-UNIVERSITAET MUENSTER**, Schlossplatz 2, Muenster 48149 Germany, hereinafter referred to as “WWU”;

**CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)**, a public establishment with a scientific and technological vocation, a research organization, whose registered office is at rue Michel-Ange 3, 75794 PARIS CEDEX 16, France, SIREN number 180 089 013, APE code 7219 Z, represented by Mr Antoine PETIT, Chairman and CEO, who has delegated his signing authority to the Regional Delegate and other duly authorized representatives of the Delegation Ile-de-France Sud, situated at 1, avenue de la Terrasse, 91198, Gif-sur-Yvette, France, acting on behalf of the following Joint Research Unit :

Institut des Neurosciences Paris Saclay (Neuro-PSI) - UMR9197, directed by Philippe VERNIER hereinafter referred to as “CRNS”;

**RIJKSUNIVERSITEIT GRONINGEN**, Broerstraat 5, Goningen 9712CP, Netherlands, hereinafter referred to as “University Groningen”;

**JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG**, Sanderring 2, hereinafter referred to as “UWUERZ”;

**BIOLOGICKE CENTRUM AV CR, V.V.I.**, Branisovska 31, Ceske Budejovice, 370 05, Czech Republic, hereinafter referred to as “BCAS”;

**UNIVERSITY OF HAIFA**, Abba Khushy Blvd Mount Carmel, Haifa 31905, Israel, hereinafter referred to as “UH”;

**UNIVERSITAT DE VALENCIA**, Avenida Blasco Ibanez 13, Valencia 46010, Spain, hereinafter referred to as “UEG”;

**UNIVERSITÀ DEGLI STUDI DI PADOVA**, Via VIII Febbraio 2, Padova, 35122, Italy, hereinafter referred to as “UNIPD”;

**UNIwersytet Jagiellonski**, Ul. Golebia 24, Krakow, 31007, Poland, hereinafter referred to as "JU";

**THE HEBREW UNIVERSITY OF JERUSALEM**, Givat Ram Campus, Jerusalem 91904, Israel, hereinafter referred to as "HUJI";

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

relating to the Action entitled

### **Comparative Insect Chronobiology**

in short

### **CINCHRON**

hereinafter referred to as "Project"

### **WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter "Grant Agreement") under the funding scheme of "Marie Skłodowska-Curie Innovative Training Networks - ITN".

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

### **Section 1: Definitions**

1.1 Definitions Words beginning with a capital letter shall have the meaning defined either herein or in the Rules or in the Grant Agreement including its Annexes.

#### 1.2 Additional Definitions

"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 Executive Committee.

"Funding Authority" Funding Authority means the body awarding the grant for the Project.

"Defaulting Party" Defaulting Party means a Party which the Executive Committee has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

"Early Stage Researcher" (ESR)

ESR is a postgraduate researcher in the first four years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree. The ESR is recruited and employed under a separate agreement by a Party. The details of ESRs,

their appointing institutions and their person-months are included in Annex I to the Grant Agreement.

“Needed” means:

For the implementation of the Project:  
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be 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.

“Partner Organisation”

Partner Organisation means an organisation that is not signatory of the Grant Agreement and does not employ any researcher within the Project. A Partner organisation provides additional training and host researchers during secondments.

The Partner Organisations are listed in Annex I to the Grant Agreement.

“Career Development Plan”

Career Development Plan means a plan established by each recruited ESR with his/her personal supervisor(s) for initial training activities for more than 6 months. It shall comprise the recruited ESR’s training and career development needs (including transferable skills and meaningful exposure to both private and public sector) and scientific objectives as well as the measures foreseen to meet these objectives and a description of his/her initial training activities.

“Secondment” Secondment means a period during which a ESR is hosted by a Partner Organisation or a Party other than his/her employing entity. Secondments are detailed in Section 3 of the Annex I to the Grant Agreement.

“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.

## **Section 2: Purpose**

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

The Parties hereby agree to disclose the Grant Agreement and the Consortium Agreement to the Partner Organisations.

## **Section 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 Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

### 3.2 Duration and termination

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

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

If the Grant Agreement

- is not signed by the Funding Authority or a Party, or
- is terminated,

or if a Party's participation in the Grant Agreement is terminated, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

### 3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

## **Section 4: Responsibilities of Parties**

### 4.1 General principles

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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

#### 4.1.1 Obligations during Secondments

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

Except as otherwise set out in this Section 4.1.1, the Party employing the ESR shall be solely responsible for the fulfillment towards its ESR of the obligations of Parties set out in Article 32 of the applicable EC Grant Agreement, including the distribution to the ESR of the monthly support in accordance with the Party's own usual accounting and management principles and practices.

Except as otherwise set out in this Section 4.1.1, the Party or Partner Organisation hosting the ESR shall have no obligation or liability to the employing Party or to the ESR for any of the conditions set out in Article 32 of the Grant Agreement, including but not limited to liability to the employing Party or to the ESR for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

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

The Party hosting the ESR and the Party employing the ESR may, if they wish, enter into a secondment agreement to regulate the relations and terms of the secondment. A template agreement for potential use by the Parties for the secondment of the ESR is attached to this Consortium Agreement as Appendix 8.

#### 4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Executive Committee, 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 Executive Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

#### 4.3 Involvement of third parties

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

#### 4.4. ESR Recruitment notifications

In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without any delay, about any progress or change in their ESR recruitment process. In particular, the Coordinator shall always be notified about the official start date of the fellowship and the submission of the researcher declaration through the European Commission Participant Portal.

### **Section 5: Liability towards each other**

#### 5.1 No warranties



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

Therefore,

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

## 5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

## 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 competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

## Section 6: Governance structure

### 6.1 General structure

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

**Executive Committee** as the ultimate decision-making body of the consortium.

The **Supervisory Board** is responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher. The Supervisory Board will also oversee the quality and quantity of supervision of the ESRs and shall report to and be accountable to the Executive Committee.

**Graduate Committee** as the advisory board representing the ESRs which shall report to and be accountable to the Supervisory Board.

**Supervisory Committees** as network committees for each ESR which shall report to and be accountable to the Supervisory Board.

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

## 6.2 General operational procedures for all Consortium Bodies

### 6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"): should be represented at any meeting of such Consortium Body; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings.

### 6.2.2 Preparation and organisation of meetings

#### 6.2.2.1 Convening meetings:

The chairperson of the Consortium Body shall convene meetings of the Consortium Body.

	Ordinary Meeting	Extraordinary Meeting
Executive Committee	At least annually	At any time upon written request of any Member of the Executive Committee
Supervisory Board	At least every 3 months by telephone or by other telecommunication means and at least annually in person as the Work package is in progress	At any time upon written request of any Member of the respective Sub Project

#### 6.2.2.2 Notice of a meeting:

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

	Ordinary Meeting	Extraordinary Meeting
Executive Committee	30 calendar days	15 calendar days
Supervisory Board	10 calendar days	7 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 a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Executive Committee	7 calendar days
Supervisory Board	7 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 notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Executive Committee	2 working days
Supervisory Board	2 working days

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

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.7 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. The decisions will

be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

### 6.2.3 Voting rules and quorum

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

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

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of the votes. At Executive Committee, in the case of a split vote, the Coordinator will make the final decision.

### 6.2.4 Veto rights

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

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 14 calendar days after the draft minutes of the meeting are sent.

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

6.2.4.5 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.6 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

### 6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. She/He shall send the draft minutes to all Members within 14 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 14 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.

If requested the Coordinator shall provide authenticated duplicates to Parties.

### 6.3 Specific operational procedures for the Consortium Bodies

#### 6.3.1 Executive Committee

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

##### 6.3.1.1 Members

6.3.1.1.1 The Executive Committee shall consist of one representative of each Party (hereinafter Executive Committee Member). The Executive Committee may invite additional non-voting experts to sit on the Executive Committee in accordance with Annex 1 to the GA.

6.3.1.1.2 Each Executive Committee Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

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

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

##### 6.3.1.2 Decisions

The Executive Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Supervisory Board shall also be considered and decided upon by the Executive Committee.

The following decisions shall be taken by the Executive Committee:

#### Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included) according to 9.1.2
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)
- Modifications to Attachment 7 (Consortium Plan Budget)

#### Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

## Appointments

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

Supervisory Board Members Postgraduate Tutors

### 6.3.2 Supervisory Board

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

#### 6.3.2.1 Members

The Supervisory Board shall consist of one representative of each Party (hereinafter Supervisory Members) and each Party shall have one vote. Non-voting members of the Supervisory Board comprise one representative of each Partner Organisation as listed in Annex I to the GA, four rotating ESRs as representative of the ESRs and two external advisors appointed by the Executive Committee.

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

#### 6.3.2.2 Minutes of meetings

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

#### 6.3.2.3 Tasks

6.3.2.3.1 The Supervisory Board shall prepare the meetings, propose decisions and prepare the agenda of the Executive Committee according to Section 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Supervisory Board shall be responsible for the proper execution and implementation of the decisions of the Executive Committee.

6.3.2.3.4 The Supervisory Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Supervisory Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with

the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the Executive Committee.

6.3.2.3.6 The Supervisory Board shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29
- oversee the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training
- ensure that the skills acquired by ESRs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the ESRs
- establish an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, ESR and any stakeholders involved in the Project to maximise the benefits of the partnership
- oversee the quality and quantity of supervision of the ESRs
- review the training and research plan every 6 months
- evaluate and explore possible Intellectual Property commercial exploitation
- set procedures for the dealing with cases of scientific misconduct
- 

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

## 6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3 If the Coordinator fails in its coordination tasks, the Executive Committee may propose to the Funding Authority to change the Coordinator.

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

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

## 6.5 Project Manager

6.5.1 The Project Manager will be employed at ULEIC to administer the network.

## 6.6 Postgraduate Tutor

6.6.1 The Postgraduate Tutor is appointed by the Executive Committee and will ensure the quality and coherence of the training for each ESR.

## 6.7 ESR Supervisors

6.7.1 The ESR supervisors are in charge of recruitment and selection of the ESRs, will meet regularly with the ESR to discuss progress and provide scientific guidance and training. They assist the ESRs in drawing up a Career Development Plan and monitor their training progress.

## 6.8 ESR Representatives

6.8.1 Four ESR Representatives act on behalf of the ESRs at Supervisory Board level and One ESR acts on behalf of the ESRs at Executive Board level. They are elected periodically by the Graduate Committee with a rotating schedule so that each ESR serves at least twice.

## 6.9 Specific provisions for employment of ESRs

ESRs and their employing institutions will sign an agreement which defines their respective role, entitlements and responsibilities, as specified in Article 32 of the Grant Agreement.

The ESR and his/her supervisor are obliged to complete a Career Development Plan which defines the ESR's objectives over both the short and long term (Article 32.1.(l)). A template for the Career Development Plan is included here as Attachment 5.

## **Section 7: Financial provisions**

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan and clauses 7.1.5 and 7.1.6 of this Agreement
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

A Partner Organisation shall have no entitlement to any portion of the financial contribution provided by the Funding Authority unless separately agreed in writing with the Party concerned for the Partner Organisation's tasks carried out in accordance with the Consortium Plan.



### 7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its implementation of units with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of implementation of units towards the Funding Authority.

### 7.1.3 Funding Principles

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

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

Upon decision of the Executive Committee, the EU contribution might be re-distributed among the Parties as per Article 6.3.1.2 and upon approval of the Funding Authority.

### 7.1.4 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a leaving Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks or the transfer or reassignment of said tasks, irrespective whether its participation is terminated for convenience or for another reason.

### 7.1.5 Allocation of Management and Overheads cost category

The Parties agree that the estimated budget for the Project as indicated in Annex 2 of the GA does not apply. Instead, the Coordinator will retain €600 per researcher month in order to cover the cost of the assignment of an experienced Project Manager for the network coordination and for the overall management of the Consortium. The estimated budget for the Project as indicated in Attachment 7 of this agreement shall apply.

### 7.1.6 Allocation of Research, training and networking cost category

The Parties agree that the estimated budget for the Project as indicated in Annex 2 does not apply. Instead, the Coordinator will retain €360 per researcher month to run the network meetings, as indicated in the table in Attachment 7 of this agreement.

## 7.2 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

## 7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator. Optional payments to a Partner Organisation are the exclusive task of the Party concerned.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority in separate instalments.

- Pre-financing as indicated in the table in attachment 7 of this agreement
- 10% of the pre-financing amount upon signature of this consortium agreement
- 90% of the pre-financing amount upon confirmation of the start of the researcher
- 
- Costs accepted by the Funding Authority will be paid to the Party concerned

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Party which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party providing that such payments don't correspond to justified costs accepted by the Funding Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

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

## **Section 8: Results**

### 8.1 Ownership of Results

Results are owned by the Party that generates them.

### 8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

In the case that Results are generated by two or more Parties, the contributing Parties ("Joint Owners") own the Results jointly ("Joint Results")

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), but this always in compliance with the provisions regarding confidentiality and publications in this CA and

-any other use of the Joint Results shall be agreed in a separate Joint Ownership Agreement to be concluded between the Joint Owners. The Joint Owners shall use their best efforts to conclude such Joint Ownership Agreement as soon as reasonably possible and in any case within a ninety (90) day period following the date of generation of the Joint Results

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

### 8.3 Transfer of Results

8.3.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.3.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.3.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (3) after signature of this Agreement requires a decision of the Executive Committee.

8.3.4 The Parties recognize 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 the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

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

### 8.4 Dissemination

8.4.1 For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

#### 8.4.2 Dissemination of own Results

8.4.2.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

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

8.4.2.2 An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

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

8.4.2.4 The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

## 8.5. Dissemination of another Party's unpublished Results or Background

8.5.1 A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

### 8.5.2 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

### 8.5.3 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.

## **Section 9: Access Rights**

### 9.1 Background included

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

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

9.1.2 Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Executive Committee is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.1.3 The Parties must – on a royalty-free basis – give access to the recruited ESR:s to Background necessary for their research training activities under this Project.

### 9.2 General Principles

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

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

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

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

9.2.6 All requests for Access Rights shall be made in writing.

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

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

### 9.3 Access Rights for implementation

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

### 9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions. Access rights to Results for internal non-commercial research and educational activities shall be granted on a royalty-free basis.

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

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

### 9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4, if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity 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 Affiliated Entities listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

## 9.6 Additional Access Rights

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

## 9.7 Access Rights for Parties entering or leaving the consortium

### 9.7.1 New Parties entering the consortium

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

### 9.7.2 Parties leaving the consortium

#### 9.7.2.1 Access Rights granted to a leaving Party

##### 9.7.2.1.1 Defaulting Party

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

##### 9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

##### 9.7.2.2 Access Rights to be granted by any leaving Party

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

## 9.8 Specific Provisions for Access Rights to Software

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

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

## **Section 10: Non-disclosure of information**

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure

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

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party 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 on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. 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.

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

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

- the Confidential Information 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence 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 as can be evidenced by written records; or
- the Confidential Information was already known to, or in the possession of the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party 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.

## **Section 11: Miscellaneous**

### 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and  
Attachment 1 (Background included)  
Attachment 2 (Accession document)  
Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)  
Attachment 4 (Identified Affiliated Entities according to Sec. 9.5)  
Attachment 5 (Template for Career Development Plan)  
Attachment 6 (Commitment of Partner Organisations)  
Attachment 7 (Consortium Plan Budget)

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

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

### 11.2 No representation, partnership or agency

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

### 11.3 Notices and other communication

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

#### Formal notices:

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

#### Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

### 11.4 Assignment and amendments

Except as set out in Section 8.2, 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.

#### 11.5 Mandatory national law

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

#### 11.6 Language

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

#### 11.7 Applicable law

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

#### 11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

All disputes will initially be referred by either Party to a representative of each Party responsible for the overall performance of this Agreement, who will meet as soon as reasonably practicable to discuss the dispute. If those representatives are unable to resolve the dispute after meeting, the dispute shall be referred to senior representatives of each Party who will meet within twenty (20) working days and attempt to resolve the dispute. The senior representatives may appoint a proxy to participate in such meeting.

In case the Parties do not reach any settlement after ninety (90) business days from the date of the first written request of amicably settlement, any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the competent court of Brussels (Belgium). The language to be used in the proceedings shall be English unless otherwise agreed upon.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

## **Section 12: Signatures**

### **AS WITNESS:**

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

**UNIVERSITY OF LEICESTER**

Signature(s)

Name(s) Marie Adams

Title(s) Senior International Research Grant Manager

Date

**WESTFAELISCHE WILHELMS-UNIVERSITAET MUENSTER**

Signature(s)

Name(s)

Title(s)

Date

**CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**

Signature(s)

Name(s)

Title(s)

Date

**RIJKSUNIVERSITEIT GRONINGEN**

Signature(s)

Name(s)

Title(s)

Date

**JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG**

Signature(s)

Name(s)

Title(s)

Date

**BIOLOGISCHE CENTRUM AV CR, V.V.I.**

Signature(s)

Name(s)

Title(s)

Date

**UNIVERSITY OF HAIFA**

Signature(s)

Name(s)

Title(s)

Date



**UNIVERSITAT DE VALENCIA**

Signature(s)

Name(s)

Title(s)

Date

**UNIVERSITÀ DEGLI STUDI DI PADOVA**

Signature(s)

Name(s)

Title(s)

Date

**UNIWERSYTET JAGIELLONSKI**

Signature(s)

Name(s)

Title(s)

Date

**THE HEBREW UNIVERSITY OF JERUSALEM**

Signature(s)

Name(s)

Title(s)

Date

### **Attachment 1: Background included**

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

#### **PARTY 1**

As to **University of Leicester**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of University of Leicester shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

#### **PARTY 2**

As to **Westfaelische Wilhelms-Universitaet Muenster**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of Westfaelische Wilhelms-Universitaet Muenster shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

#### **PARTY 3**

As to **Centre National de la Recherche Scientifique**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of Centre National de la Recherche Scientifique shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

#### **PARTY 4**

As to **Rijksuniversiteit Groningen**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **Rijksuniversiteit Groningen** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

#### **PARTY 5**

As to **Julius-Maximilians Universitaet Wuerzburg**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **Julius-Maximilians Universitaet Wuerzburg** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

**PARTY 6**

As to **Biologicke Centrum AV CR, v.v.i.**, it is agreed between the parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
<p>Know how: technical and practical experiences with CRISPR/CAS9 genome editing</p>	<p>BCAS hereby grants Access rights to the Background generated by personnel at BCAS that are directly involved in the CINCHRON project. As provided for in this CA and the EC-GA, such Access rights to BCAS included Background shall be granted upon written request provided that Background is relevant to the work of the requesting Party in fulfilling its role in the Consortium and its granting does not conflict with any other project, interest or commitment of BCAS. Additionally, such Background will be provided on the basis that:</p> <ul style="list-style-type: none"> <li>- it will be used solely for this purpose and no other;</li> <li>- it will not be commercially exploited in any way without the prior written consent of BCAS;</li> <li>- any derivative works will contain proper attribution of, and maintain the provenance record of the Background, and such works will not be used outside the CINCHRON project without prior consultation with BCAS</li> </ul>	<p>All other Background generated by BCAS is excluded from Access Rights. All materials, software, results, data and tests from third parties or other groups of the BCAS are fully excluded and no Access Rights are granted. All commercial and third party software is excluded and no Access Rights are granted.</p>

## **PARTY 7**

As to **University of Haifa**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **University of Haifa** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

## **PARTY 8**

As to **Universitat De Valencia**, it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Universitat De Valencia shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

## **PARTY 9**

As to **Università degli studi di Padova**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **Università degli studi di Padova** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

## **PARTY 10**

As to **Uniwersytet Jagiellonski**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **Uniwersytet Jagiellonski** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

## **PARTY 11**

As to **The Hebrew University of Jerusalem**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **The Hebrew University of Jerusalem** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

**Attachment 2: Accession document**

ACCESSION

**of a new Party to**

**CINCHRON Consortium Agreement, version [..., YYYY-MM-DD]**

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

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

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

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

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

[Date and Place]

**[INSERT NAME OF THE NEW PARTY]**

Signature(s)

Name(s)

Title(s)

[Date and Place]

**[INSERT NAME OF THE COORDINATOR]**

Signature(s)

Name(s)

Title(s)



**[Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.]**

For HUJI

Yissum Research Development Company of the Hebrew University of Jerusalem Ltd.  
Hi-Tech Park, Edmond J. Safra Campus, Jerusalem  
P.O. Box 39135, Jerusalem 91390 Israel  
Att. VP for Intellectual Property  
Phone: +972-2-658-686  
Fax: +972-2-658-6669

For UH

Carmel - University of Haifa, Economic Corporation Ltd  
Eshkol Tower, 25<sup>th</sup> Floor, Room 2502, University of Haifa,  
Abba Khushy Blvd Mount Carmel, Haifa 31905, Israel

For CNRS

Université Paris Sud (NeuroPSI - UMR9197 is jointly owned by CNRS and Université Paris Sud)  
registered under N° SIRET: 199 111 014 00015 ; whose headquarters are established at 15 Rue  
Georges Clemenceau  
91400 Orsay, France.

**[Attachment 4: Identified Affiliated Entities according to Section 9.5]**

CNRS INNOVATION SA, a Public Company subsidiary of CNRS registered under N° SIRET: 388461154 00030 whose headquarters are established at 83 Boulevard Exelmans 75016 Paris, France

**Attachment 5: Template for Career Development Plan**

Career Development Plan-Year 1  
(Draft)

Name of ESR:

Department:

Name of Supervisor:

Date:

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

LONG-TERM CAREER OBJECTIVES (over 5 years):

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

SHORT-TERM OBJECTIVES (1-2 years):

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

.....  
.....  
4. Communication skills:

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

.....  
.....  
6. Anticipated networking opportunities

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

Date & Signature of fellow:

Date & Signature of supervisor

Career Development Plan-Final year  
(Draft)

BRIEF OVERVIEW OF PROGRESS, ACHIEVEMENT AND PERFORMANCE (half page should be sufficient):

LONG-TERM CAREER OBJECTIVES (over 5 years):

If relevant, mention any adjustments to your long-term career objectives as a result of the training received.

SHORT-TERM OBJECTIVES ACHIEVED DURING THE TRAINING PERIOD:

1. Research results

o Publications (incl. in press):

o Conference, workshop attendance, courses, and /or seminar presentations:

2. Research Skills and techniques acquired:

o Training in specific new areas, or technical expertise etc:

3. Research management:

o Fellowship or other funding applications achieved (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)

4. Communication skills:

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

6. Anticipated networking opportunities

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

Date & Signature of fellow:

Date & Signature of supervisor

Guidance on some of the competencies expected

The following points are a non-exhaustive series of aspects that could be covered by the Career Development Plan, and it is relevant to the short-term objectives that will be set by the ESR and the reviewer at the beginning of the fellowship period. These objectives should be revised at the end of the fellowship and should be used as a pro-active monitoring of progress in the ESR's career.

1. Research results.

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

2. Research Skills and techniques acquired.

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

Original, independent and critical thinking.

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

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

Foresight and technology transfer, grasp of ethics and appreciation of Intellectual Property Rights.

3. Research management.

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

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

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

4. Communication skills.

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

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

Contribute to promote public understanding of one's own field

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

Involvement in teaching, supervision or mentoring

6. Anticipated networking opportunities.

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

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

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

**[Option Attachment 6: Commitment of the Partner Organisation]**

Commitment of the Partner Organisation

[COORDINATING INSTITUTION] (“[short name]”) and the organisations shown in the attached schedule (hereinafter referred to as “Consortium” are participating in the Marie Skłodowska-Curie Action: Innovative Training Network entitled “[PROJECT TITLE]” with the acronym “CINCHRON” (hereinafter referred to as “Project”), which is being funded by the European Union under its Horizon 2020 Programme. Hence, this agreement is between:

1. [Insert official name of the Coordinating Institution], having its registered office or based in [insert the Legal Address of the Entity], acting on behalf of the [PROJECT ACRONYM] Consortium.

And

2. [Insert official name of the Partner Organisation], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [Partner Organisation short name].

General provisions:

[Partner Organisation short name] agrees to:

1. Contribute to the [Project ACRONYM] Project by fulfilling the tasks listed in Annex I to the Grant Agreement, Appendix B.
2. Contribute to the [Project ACRONYM] Project by abiding decisions made by the Supervisory Board.
3. Make best efforts to promptly conclude a detailed Secondment agreement with the relevant Party.

Provisions related to the participation to the [PROJECT ACRONYM] Supervisory Board:

The Consortium welcomes [Partner Organisation short name] as a member of the Supervisory Board (“SB”). Participation as a member of the SB will involve the representative of [Partner Organisation short name] receiving, and/or participating in Project discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of the Project (“Results”) or before the Project (“Background”). As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, [Partner Organisation short name] will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to [Partner Organisation short name] as a member of the SB. In addition, confidential information may be disclosed to [Partner Organisation short name] by members of the SB who are not members of the Consortium. In this agreement, any information disclosed to [Partner Organisation short name] in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to [Partner Organisation short name] by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as “Confidential Information” and the party owning or holding rights to such Confidential



Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the "Discloser". To avoid doubt, the Consortium has approved the use of this agreement.

The functions and procedures of the SB are listed in articles 6.1, 6.2, 6.3 of the Consortium Agreement, Appendix A.

By signing below, [Partner Organisation short name] agrees to the following:

- (a) [Partner Organisation short name] commits itself to carry out its work as per Section 4 of Appendix B – Annex I to the Grant Agreement
- 1. to take all reasonable steps to ensure that all Confidential Information disclosed to [Partner Organisation short name] as a member of the SB remains confidential during the Project and for a period of four (4) years after the end date of the Project;
- (b) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking [Partner Organisation short name]'s duties as a member of the SB without the written consent of the Discloser;
- (c) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser.
- (d) to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form.
- (e) [Partner Organisation short name] will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with [INSERT PROJECT ACRONYM] Project. [Partner Organisation short name] will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence [Partner Organisation short name] will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

In addition, [Partner Organisation short name] agrees that the above obligations of confidentiality and non-use shall not apply in the following circumstances:-

- (i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to [Partner Organisation short name] as a member of the SB, becomes general or public knowledge either through no fault of [Partner Organisation short name] or following further written agreement between [Partner Organisation short name] and the Discloser;

- (ii) when any such Confidential Information can be shown by [Partner Organisation short name] to have been in [Partner Organisation short name]'s possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;
- (iii) when any such Confidential Information is received by [Partner Organisation short name] from a third party that [Partner Organisation short name] reasonably believe has no similar obligation of confidentiality to the Discloser;
- (iv) when [Partner Organisation short name] can reasonably demonstrate that any such information has been previously developed by [Partner Organisation short name] without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

In accordance with Sec 4.1 of the Consortium Agreement, Appendix A, this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it.

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

In consideration of the invitation to participate as a member of the SB, [Partner Organisation short name] accepts the conditions set out within this agreement.

Name of [Partner Organisation short name] Authorised signatory

\_\_\_\_\_

(Block Capitals)

Signed

\_\_\_\_\_ Date \_\_\_\_\_

(by [Partner Organisation short name] Authorised signatory)

At the time of the signature, [Partner Organisation short name] nominates the following employees as its representatives in the SB.  
For the avoidance of doubt, [Partner Organisation short name] is entitled to one vote only regardless of the number of representatives attending any SB meeting.

Name of SB member(s)' representative(s)

\_\_\_\_\_

(Block Capitals)

Normal Work Address of SB member(s)' representative(s)

\_\_\_\_\_

(Block Capitals)

Signed

\_\_\_\_\_ Date \_\_\_\_\_  
 (by SB member(s)' representative(s))

Name of authorised member of [COORDINATING INSTITUTION'S short name] Staff acting on behalf of the Consortium

\_\_\_\_\_  
 Signed

\_\_\_\_\_ Date \_\_\_\_\_

Consortium Schedule:

Institution's Name	Organisation short name	Country
[COORDINATING INSTITUTION'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON
[PARTY'S NAME]	CINCHRON	CINCHRON

Non-Consortium SB members Schedule:

Partner organisation's Name	Organisation Short Name	Country
[PARTNER ORGANISATION'S NAME]	CINCHRON	CINCHRON
[PARTNER ORGANISATION'S NAME]	CINCHRON	CINCHRON
[PARTNER ORGANISATION'S NAME]	CINCHRON	CINCHRON
[PARTNER ORGANISATION'S NAME]	CINCHRON	CINCHRON
[PARTNER ORGANISATION'S NAME]	CINCHRON	CINCHRON
[PARTNER ORGANISATION'S NAME]	CINCHRON	CINCHRON
ESR Representative	ESR	/

Appendix A – Consortium Agreement (CONFIDENTIAL)  
 Appendix B – Annex I to the Grant Agreement (CONFIDENTIAL)

**Attachment 7: Consortium Plan Budget**

Participant Number	Organisation	Number of person months	Researcher Unit Cost (Euro)				Institutional Unit Cost (Euro)				TOTAL Budget per Partner	Prefinancing		
			Living Allowance	Mobility Allowance	Family Allowance	Research, training & networking costs	Research, training & networking cost retention	Management & Overheads	Management & Overheads retention	Balance due to partners		10% on signing of CA	90% on start of fellow	
														360 per fellow month
1	ULEIC	XX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX			
2	WWU	XX	XXX	XXX	XXX	XXX	-XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX
3	CNRS	XX	XXX	XXX	XXX	XXX	-XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX
4	Groningen	XX	XXX	XXX	XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
5	UWJERZ	XX	XXX	XXX	XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
6	BCAS	XX	XXX	XXX	XXX	XXX	-XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX
7	UH	XX	XXX	XXX	XXX	XXX	-XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX
8	UVEG	XX	XXX	XXX	XXX	XXX	-XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX
9	UNIPD	XX	XXX	XXX	XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
10	JU	XX	XXX	XXX	XXX	XXX	-XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX
11	HUJI	XX	XXX	XXX	XXX	XXX	-XXX	XXX	-XXX	XXX	XXX	XXX	XXX	XXX
		XXX	XXX	XXX	XXX	XXX		XXX		XXX	XXX			

## [Attachment 8: Template Secondment Agreement]

### Template CINCHRON Secondment Agreement

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

This agreement is made between:

[YOUR INSTITUTION NAME] (hereinafter indicated as [YOUR INSTITUTION short name] or Seconding Entity ) established in [YOUR INSTITUTION LEGAL ADDRESS] and

[HOSTING ENTITY or PARTNER ORGANISATION NAME], hereinafter indicated as [YOUR INSTITUTION short name] or Host Entity established in [SECONDING ENTITY'S LEGAL ADDRESS]

Definitions:

Early stage researcher (ESR): is a researcher in the first four years (full-time equivalent) of their research activity, including the period of research training.

Secondment: means a period during which an ESR is hosted by an entity (Host Entity) other than his/her employing institution (Seconding Entity).

Secondment Plan: The detailed plan of activities to be carried by the ESR in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan (Attachment 5 to the Consortium Agreement)

The Seconding Entity agrees to the placement of [INSERT NAME OF EARLY STAGE ESR} (the 'ESR') with *INSERT HOSTING PARTY or PARTNER ORGANISATION* short name as a seconded ESR within the framework of the Marie Skłodowska-Curie Action: Innovative Training Network Grant Agreement H2020-MSCA-ITN-2017-765937, Comparative Insect Chronobiology, CINCHRON, for 100% full time equivalent on the following conditions:

1. Effective Date: *INSERT START DATE*
2. Period of agreement: *INSERT END DATE*
3. Services

During the period of the secondment the *ESR* will undertake the role of **XXX** and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Host Entity in **INSERT NAME OF PLACE** and the *ESR* will reside in that country.

The Host Entity will provide the facilities necessary for the *ESR* to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

#### 4. Fees

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

#### 5. Finance arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.

In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the *ESR*.

The *ESR* will not receive any other incomes than those received from the **[YOUR INSTITUTION SHORT NAME]** for the activities carried out in the framework of this agreement.

#### 6. Terms and Conditions

The *ESR* shall at all times remain subject to the terms and conditions under his/her contract with the Seconding Entity. The *ESR* will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to its appointment of the *ESR*. Any current pension arrangements of the *ESR* will remain unchanged.

This Agreement shall be governed by Host Entity country's law and the *ESR*'s and Host Entity consent to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement.

The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The secondment is subject to the *ESR* being and remaining eligible to be appointed in the seconding country and is subject to the *ESR* obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country's immigration rules.

While the Host Entity is supporting this placement, the *ESR* shall be under the day-to-day control of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.

The *ESR* must devote him/herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.

The Host Entity agrees to provide the *ESR* with **xxx** days leave per annum, pro rata to the full time entitlement of **INSERT NUMBER** days annual leave per annum as per the *beneficiary's* terms of conditions of employment. In addition the *ESR* will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.

The Host Entity will ensure that the *ESR* enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will provide health, safety and accident insurance coverage or equivalent for the *ESR* as required by law.

The Seconding Entity shall not be liable to the Host Entity in respect of any loss or damage suffered by the Partner organisation arising out of or relating to the Services provided under this Agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the *ESR's* appointment at the Host Entity prior to the expiry date.

The Host Entity shall indemnify the *Seconding Entity* against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the Seconding Entity in settling, contesting or dealing for the same) resulting from any breach by the Host Entity of its obligations under this Agreement.

The Seconding Entity shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Host Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the *ESR* and other persons who may also be affected. The Seconding Entity shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the *ESR's* failure to fully meet his/her responsibilities under the relevant national laws and/or regulations applying to the *Seconding Entity*.

## 7. Intellectual Property

Note: If you wish to provide access rights to CINCHRON Results or your organisation's Background to the Partner organisation within the context of this agreement, you must amend the statements in the first two articles below. The Results or Background must be solely owned by your organisation in order for you to grant access or ownership, and by granting access or ownership to the Partner organisation you must ensure that the access rights of the other CINCHRON beneficiaries are maintained.

The default statements below mean that any Result generated by the *ESR* remains the property of the Seconding Entity, but this could be changed to:

- 1) Giving ownership to the Partner organisation
- 2) Sharing ownership between both organisations
- 3) Giving licensing rights to the Partner organisation
- 4) Giving part ownership to the *ESR* (if this is your normal practice)

You may wish to enter into a separate, specific ownership/joint ownership agreement concerning particular intellectual property, or include details of the arrangements in the Secondment Plan. In any case, the Grant Agreement and Consortium Agreement must be respected – please ask the coordinator for advice if necessary.

Any results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be the property of the *Seconding Entity*

Nothing in this agreement shall be so construed, or interpreted in any way as to confer ownership or any access rights on the Host Entity with regards to the results and information generated under the CINCHRON Project or the information, copyrights, data, documents, materials or intellectual property rights owned by the other participants in the CINCHRON Project.

The *ESR* has the same rights and will comply with the same obligations as the Seconding Entity with regards to the CINCHRON Grant Agreement Article 36.

In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the *ESR* within the context of this agreement, the Host Entity will enter

into a separate Non Disclosure Agreement (NDA) with the *ESR*. In the case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the *ESR*, this NDA will include specific provisions to ensure that the confidential information remains protected.

In the case that the *ESR* enjoys access rights to results and information generated within the CINCHRON Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the *ESR* will ensure that the rights of the respective owner(s) are upheld in accordance with the CINCHRON Grant Agreement and the CINCHRON Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the *ESR* will treat all such information, results, copyrights, data, documents, materials or IPR as 'confidential information' in accordance with the terms of the CINCHRON Grant Agreement Article 36.

The *ESR* shall inform the Seconding Entity and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.

The *ESR* shall inform the *Seconding Entity* as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the CINCHRON Grant Agreement or the CINCHRON Consortium Agreement.

## 8. Additional Remarks

Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the CINCHRON Grant Agreement.

Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the *ESR* at the Seconding Entity.

The period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see 'Termination' below) but shall be specifically reviewed in *INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT*.

Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the *beneficiary* and Host Entity prior to initiation or amendment.

## 9. Termination

This Agreement shall be terminated if the *ESR's* appointment by the *Seconding Entity* is terminated for whatever reason.

Either the Seconding Entity or the Host Entity may terminate this agreement before the end of the period with three months notice in writing to the other party.

At the end of the Agreement the scientist in charge will resume the full duties of the post of the *ESR* for the *INSERT NAME OF DEPARTMENT* at the Seconding Entity.

## 10. Signatures

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the *ESR*.



Signed..... Date: Stamp:

NAME  
JOB TITLE

For and on behalf of the INSERT NAME AND ADDRESS OF SECONDING ENTITY

Signed..... Date: Stamp:

NAME  
JOB TITLE

For and on behalf of the INSERT NAME AND ADDRESS OF HOST ENTITY

Read and agreed:

Signed..... Date:

NAME  
ESR