

AARC TREE Consortium Agreement



AARC Technical Revision to Enhance Effectiveness

Version 1.1 – 8th March 2024

This is the AARC TREE Consortium Agreement; this Agreement is based on DESCA – Model Consortium Agreement for Horizon Europe, version 2.0, Feb 2024).

Table of Contents

1. Definitions	6
2. Purpose	7
3. Entry into force, duration and termination	8
4. Responsibilities of Parties	9
5. Liability towards each other	13
6. Governance structure	14
7. Financial provisions	20
8. Results	23
9. Access Rights	26
10. Non-disclosure of information	29
11. Miscellaneous	31
12. Signatures	33

LOG Of Changes

Date	Main Changes	Reasons	Suggested by
8 Mar 2024	Fixed clerical mistakes	Format and Grammar checks	Licia F
27 Feb 2024	Sec 4.2 Associated Partners are obliged to indemnify the other Parties for any claim of the Granting Authority against them	Required for the associated partners to ensure that the indemnification is clear	KIT
27 Feb 2024	Added sect 4.5“Specific responsibilities regarding reporting and implementation”	To align to DESCA 2.0	Patricia Ruiz
27 Feb 2024	6.5 Project Management Team	Added responsibilities of the PMT in line with Desca 2.0	Patricia Ruiz
27 Feb 2024	7.2.2 Payments	Aligned with DESCA 2.0 for lump sum projects	Licia F
14 Feb 2024	4.6 “Specific responsibilities regarding data protection”	Original version did not sufficiently detailed GDPR aspect	GRNET see track changes
14 Feb 2024	5.2 Limitations of contractual liability	More details added. Many parties cannot accept unlimited liability nor gross negligence - so this sentence cannot be accepted: “ except in case of breach of confidentiality and in cases of improper implementation or reporting”	GRNET Propose deleting these.

14 feb 2024 - 27 Feb 2024	6.1 General structure	Project Management TEAM (PMT) not fully defined (added also in the terms definition now)	All
14 Feb 2024	Sec 7 Financial Provision and sub-section	New DESCA model recently published has more specific provision for LUMP SUM projects. We are now more aligned with the Desca template v2.0. Specifically I propose to delete 7.1.5 revenue	Some changes were already suggested by different beneficiaries
	9.4.1 and 9.2	Small changes	KIT
	11.9	Fixed broken text and added a proposal to use the court in case of lack of resolution via the mediation	KIT

CONSORTIUM AGREEMENT

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

BETWEEN:

NORDUNET A/S (NORDUNET A/S), established in KASTRUP LUNDGADE 22 1, KASTRUP 2770, Denmark,
the **Coordinator**,

2. GEANT VERENIGING (GEANT), established in HOEKENRODE 3, AMSTERDAM 1102 BR, Netherlands,

3. STICHTING NEDERLANDSE WETENSCHAPPELIJK ONDERZOEK INSTITUTEN (NWO-I), established in WINTHONTLAAN 2, UTRECHT 3526 KV, Netherlands,

4. NATIONAL INFRASTRUCTURES FOR RESEARCH AND TECHNOLOGY (GRNET S.A.), established in LEOFOROS KIFISIAS 7, ATHINA 11523, Greece,

5. STICHTING EGI (EGI Foundation), established in SCIENCE PARK 140, AMSTERDAM 1098 XG, Netherlands,

6. EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (CERN), established in ESPLANADE DES PARTICULES 1 PARCELLE 11482 DE MEYRIN BATIMENT CADASTRAL 1046, GENEVE 23 1211, Switzerland,

7. Masarykova univerzita (MU), PIC 999880657, established in Zerotinovo namesti 9, BRNO 601 77, Czechia,

8. FORSCHUNGSZENTRUM JÜLICH GMBH (FZJ), represented by its Board of Directors, for: JSC, established in WILHELM-JOHNEN-STRASSE, JÜLICH 52428, Germany,

9. SURF BV (SURF BV), established in MOREELSEPARK 48, UTRECHT 3511 EP, Netherlands,

10. KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT), established in KAISERSTRASSE 12, KARLSRUHE 76131, Germany,

11. ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN), established in Via Enrico Fermi 54, FRASCATI 00044, Italy,

12. CSC-TIETEEN TIETOTEKNIKAN KESKUS OY (CSC), established in KEILARANTA 14, ESPOO 02101, Finland,

13. EISCAT SCIENTIFIC ASSOCIATION (EISCAT), established in RYMDCAMPUS 1, KIRUNA 981 92, Sweden,

14. CINECA CONSORZIO INTERUNIVERSITARIO (CINECA), established in VIA MAGNANELLI 6/3, CASALECCHIO DI RENO BO 40033, Italy,

15. GESELLSCHAFT FUR WISSENSCHAFTLICHE DATENVERARBEITUNG MBH GOTTINGEN (GWDG), established in AM FASSBERG 11, GOTTINGEN 37077, Germany,

16. DIGITAL RESEARCH INFRASTRUCTURE FOR THE ARTS AND HUMANITIES (DARIAH ERIC), established in 54 BOULEVARD RASPAIL, PARIS 75006, France,

17. DAASI INTERNATIONAL GMBH (DAASI), established in EUROPAPLATZ 3, TUBINGEN 72072, Germany,

18. MARIENE INFORMATIE SERVICE MARIS BV (MARIS), established in GILDEWEG 7A, NOOTDORP 2632 BD, Netherlands,

hereinafter referred to as **Beneficiaries**

(19) Paul Scherrer Institut, (PSI) – established in FORSCHUNGSSTRASSE 111, 5232 Villigen PSI, Switzerland

(20) United Kingdom Research and Innovation of Polaris House (UKRI), North Star Avenue, Swindon, SN2 1FL, UK

hereinafter referred to as **Associated Partner**

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled:

Authentication and Authorisation for Research Collaboration Technical Revision to Enhance Effectiveness

in short **AARC TREE**, hereinafter referred to as “Project”

WHEREAS:

The Parties have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe (HORIZON-INFRA-2023-DEV-01-05) – the Framework Programme for Research and Innovation (2021-2027).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement n.101131237 to be signed by the Parties and the Granting Authority (hereinafter “Grant Agreement”).

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

1.1. Definitions

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

1.2. Additional Definitions

“Consortium Body”

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

“Consortium Plan”

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

“Data Protection Laws”

Data Protection Laws means the European General Data Protection Regulation 2016 ((EU) 2016/679) and/or any national laws, regulations and secondary legislation, and/or any other laws and regulations relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority, as may be amended from time to time; and in the case of CERN, Data Protection Laws means its applicable internal legislation on data privacy protection.

“Defaulting Party”

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

“Granting Authority”

means the body awarding the grant for the Project.

“Grant Agreement”

means the Grant Agreement no. 101131237 concluded between the Beneficiaries of this Agreement and the Funding Authority.

“Internal Progress Report”

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

“Lump Sum Contribution”

means the amount allocated to each Party per work package as stated in Annex 2 of 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 technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

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

“Project Management Team”

means the body that comprises the Work Package leaders, the Coordinator and other people in the consortium if required.

“Software”

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

“Work Package Leader”

means a representative of the Party appointed to lead a work package according to Annex 1 of the Grant Agreement, who shall coordinate the completion of activities for the tasks in the relevant work package.

2. Purpose

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

In accordance with Article 14 of the Grant Agreement, the activities executed for the Project shall have an exclusive focus on civil applications and all use and Exploitation of Background and Results shall be for non-military purposes only.

3. Entry into force, duration and termination

3.1. Entry into force

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

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

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

3.2. Duration and termination

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

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

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

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

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

3.3. Survival of rights and obligations

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

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

4. Responsibilities of Parties

4.1. General principles

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

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

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

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

4.2. Specific Responsibilities for Associated Partner(s)

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

The Associated Partner(s) hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

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

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)

- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19))
- Record-keeping (Article 20)

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

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

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

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

Moreover, an Associated Partners is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to once the amount of its total budget as indicated in Annex 1 Part B of the Grant Agreement, as follows:

- For PSI 74.410,76 EUR (seventy four, four hundred and ten Euros and seventy six cents)
- For STFC 126.531,25 EUR (one hundred and twenty six thousand, five hundred and thirty one Euros and twenty five cents)

4.3. Breach

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

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

4.4. Involvement of third parties

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

4.5. Specific responsibilities regarding reporting and implementation

4.5.1. Internal Progress Reports

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

4.5.2. Proper implementation

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

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

4.5.3. Termination reports

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

4.5.4. Consequences of non-compliance

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

4.6. Specific responsibilities regarding data protection

All personal data processed by a Party for the purpose of the Project shall be processed in accordance with the Data Protection Laws applicable to them.

Personal data shall not be further transferred or disclosed by a Party to a third party unless otherwise agreed by the Parties in writing through a data processing agreement.

Following completion of the Project, the Parties shall delete or anonymise all personal data received for the purpose of the Project unless they are required to keep such personal data as a result of their obligations under applicable laws or regulations or for the purpose of archiving. To the extent that a deletion or anonymization is not possible, the Parties shall implement measures ensuring that all personal data retained cannot be further reprocessed.

Where, during or in connection with the Consortium Agreement, Personal Data may be or are intended to be processed, Parties apply appropriate privacy safeguarding measures (e.g. pseudonymization) limiting the disclosure of Personal Data. Moreover, the Parties involved shall enter into an appropriate Privacy and Data Protection Agreement prior to any such data processing.

- For those Parties to whom it applies, If any Third-Party Processor is used by a Party, the said Party is responsible for compliance according to the provisions of data privacy of each Party's country legislation and those of GDPR wherever is applicable. Where applicable, the said Party is obliged, inter alia, to: use only Third Party Processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the data privacy and ensure the protection of the rights of the Data Subject; ensure that a valid data processing agreement has been made between the said Party and the Third Party Processors; and ensure that a valid and adequate sub-processing agreement has been made between the Third Party Processor and any sub-processor with the requirements of the data privacy legislation of each Party's country legislation and those of GDPR wherever is applicable. Where applicable, the said Party is obliged, inter alia, to: use only Third Party Processors providing sufficient guarantees to

implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of each Party's country legislation and those of GDPR wherever is applicable and ensure the protection of the rights of the Data Subject; ensure that a valid data processing agreement has been made between the said Party and the Third Party Processors; and ensure that a valid and adequate sub-processing agreement has been made between the Third Party Processor and any sub-processor.

5. Liability towards each other

5.1. No warranties

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

Therefore,

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

5.2. Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and in case of Associated Partners to once the amount of its total budget as indicated in Annex 1 of the Grant Agreement .

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

5.3. Damage caused to third parties

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

5.4. Force Majeure

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

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

6. Governance structure

6.1. General structure

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

The **General Assembly** is the decision-making body of the consortium.

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

The **Project Management Team (PMT)** is the body that comprises the Work Package Leaders, the Coordinator and other task leads in the consortium if specific expertise is required. The PMT will ensure the smooth execution of the project plan, will oversee the day-to-day work and will inform the coordinator on any issues that should be escalated to the General Assembly or to the Grant Authority.

The PMT shall assess the individual and overall implementation of the Project. More information is provided in Section 6.5.

6.2. Members

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the General Assembly (6.3.7) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries

- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.9 of this Consortium Agreement.

6.3. Operational procedures for the General Assembly:

6.3.1. Representation in meetings

Any Member:

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

6.3.2. Preparation and organisation of meetings

Convening meetings:

The chairperson shall convene ordinary meetings of the General Assembly at least once every six months and shall also convene extraordinary meetings at any time upon written request of 1/3 of the Members of the General Assembly. Meetings of the General Assembly may also be held by tele- or videoconference or other telecommunication means.

Notice of a meeting

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

Sending the agenda:

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

Adding agenda items:

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

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

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

6.3.3. Decisions without a meeting

Any decision may also be taken without a meeting if:

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 7 calendar days after receipt by a Party and
- b) the decision is agreed by two-third ($\frac{2}{3}$) of all Parties.

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

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

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

6.3.4. Voting rules and quorum

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

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

Each Member present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the General Assembly according to Section 6.2.

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

Decisions shall be taken by a majority of two-thirds ($\frac{2}{3}$) of the votes cast.

6.3.5. Veto rights

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

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

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

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

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

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

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

6.3.6. Minutes of meetings

The chairperson shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

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

The chairperson shall send the accepted minutes to all the Members. Minutes of the meetings will be kept in a shared online location.

6.3.7. Decisions of the General Assembly

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority such as changes resulting from suggested reallocation of tasks and budget by the PMT
- the percentage of work package completion per work package as well as per Party to be reported to the Granting Authority based on the assessment by the PMT regarding the individual performance of single Parties in case of non-completion of work packages
- Modifications or withdrawal of Background in Attachment 1 (Background Included)

Evolution of the consortium

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

Breach and defaulting party status

- 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

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

6.4. Coordinator

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

6.4.1.

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2

- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

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

6.4.2.

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

6.4.3.

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.

6.4.4.

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

6.5. Project Management Team

6.5.1. Members

The Project Management Team shall consist of the Coordinator and Work Package Leaders. Additional task leads can be asked to join the Project Management Team as needed.

6.5.2. Meetings

The Coordinator shall chair all meetings of the Project Management Team, unless decided otherwise by a majority of the Work Package Leaders Group. The chairperson shall convene ordinary meetings of the Project Management Team monthly and shall also convene extraordinary meetings (upon proposal of one member) at any time if needed for Project implementation.

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

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

The minutes shall be considered as accepted if, within 15 calendar days from receipt, member has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

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

6.5.3. Responsibilities

The Project Management Team shall be responsible for:

- Keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);
- Evaluating suggestions of the Work Package Leaders for the reallocation of tasks and budget in work packages;
- Making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the General Assembly, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;
- Assessing reports presented by each Work Package Leader, which have been compiled by the Work Package Leader based on the Internal Progress Reports;
- Assessing the status or completion of each work package and preparing the periodic reporting for the work packages together with the Coordinator;
- Supporting the Coordinator in preparing meetings with the Granting Authority and in preparing related information and deliverables;
- Supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party's participation;
- Suggesting performance indicators for the determination of proper completion of work packages to the General Assembly.

7. Financial provisions

The grant of the Funding Authority takes the form of a lump sum contribution for the implementation of the Action. The 'estimated lump sum breakdown' for the action is set out in Annex 2 of the Grant Agreement. It contains the lump sum shares, per work package and Beneficiary. Any regulation of the Beneficiaries obligations in Section 7 is subject to the Grant Agreement.

Section 7 of the Consortium Agreement does not apply to Associated Partners.

7.1. General Principles

7.1.1. Distribution of Financial Contribution

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

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

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

7.1.2. Justifying Lump Sum Contributions

Each Party contributes with complete, reliable and true information to all reporting requirements regarding the completion of work packages and proper implementation. Moreover, adequate records and supporting documents must be provided by the Parties concerned upon request of the Granting Authority in line with the Grant Agreement. Each Party is solely liable for justifying its Lump Sum Contribution or share.

Considering the form of the grant, no cost reporting will be required. In progress and final reporting, it will be necessary that all Parties declare, in accordance with article 21.2 of the Grant agreement, that:

- the information provided is complete, reliable and true;
- the Lump Sum Shares declared are eligible (in particular, the work packages have been completed, that the work has been properly implemented and/or the results were achieved in accordance with Annex 1 of the Grant Agreement; reference Article 6 of the Grant Agreement);
- the proper implementation and/or achievement can be substantiated by adequate records and supporting documents (ref. Article 20 of the Grant Agreement) that will be produced upon request (ref. Article 19 of the Grant Agreement) or in the context of checks, reviews, audits and investigations (ref. Article 25 of the Grant Agreement).

in order to allow the Coordinator to sign the required declaration for the consolidated cost statement for the consortium.

7.1.3. Funding Principles

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

7.1.4. Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if the PMT assessed that the performance of a Party regarding the completion of one or several work packages is significantly lower than foreseen in Annex 1 of the Grant Agreement and that the Party received more funding than approved by the Granting Authority.

In case a Party has received excess payment, the PMT will inform the Coordinator and the Party has to return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 45 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of Lump Sum Contribution of the Project as identified in Annex 2 of the Grant Agreement, until recovery from the breaching Party is possible.

7.1.5. Financial Consequences of the termination of the participation of a Party

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

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

7.2. Payments

7.2.1. Payments to Parties are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

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

7.2.2. Payment Mode

The Parties will receive the pre-financing by the Coordinator after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement (Art 7 and 22.1).

The prefinancing will be paid by the Coordinator to the Beneficiaries in one transfer.

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party except its Lump Sum Contributions already accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

8. Results

8.1. Ownership of Results

Results are owned by the Party that generates them.

8.2. IPR

The Parties agree to adopt whenever possible the following licences for Project's Results:

- [Creative Commons CC BY 4.0](#) for documents, reports, presentations etc., unless otherwise agreed and for justified reasons;
- [2-clause BSD license](#), for any new software developed within the Project, or an equivalent open source licence should this not be applicable.

8.3. Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions. In addition to what agreed in Section 8.2:

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

8.3.1. Transfer of results

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

8.3.2.

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

8.3.3.

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

8.3.4.

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

8.3.5.

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

8.4. Dissemination

8.4.1.

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

8.4.2. Dissemination of own (including jointly owned) Results

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

Prior notice of any planned publication shall be given to the other Parties at least 20 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

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

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.

The objecting Party can request a publication delay of not more than 30 calendar days from the time it raises such an objection. After 30 calendar days the Publication is permitted, provided the objections of the objecting Party have been addressed.

8.4.3. Dissemination of another Party's unpublished Results or Background

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

8.4.4. Cooperation obligations

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

8.4.5. Use of names, logos or trademarks

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

9. Access Rights

9.1. Background included

9.1.1.

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

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

9.1.2.

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

9.2. General Principles

9.2.1.

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

9.2.2.

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

9.2.3.

Access Rights shall be free of any administrative transfer costs.

9.2.4.

Access Rights are granted on a non-exclusive basis.

9.2.5.

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

9.2.6.

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

9.2.7.

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

9.3. Access Rights for implementation

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

9.4. Access Rights for Exploitation

9.4.1. Access Rights to Results

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

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

9.4.2.

Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions subject to a separate written agreement between the Parties concerned.

9.4.3.

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

9.5. Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background".

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control (in that case a dedicated Annex will be added). Access

Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6. Additional Access Rights

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

9.7. Access Rights for Parties entering or leaving the consortium

9.7.1. New Parties entering the consortium

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

9.7.2. Parties leaving the consortium

9.7.2.1. Access Rights granted to a leaving Party

9.7.2.1.1. Defaulting Party

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

9.7.2.1.2. Non-defaulting Party

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

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

9.7.2.1.3. Access Rights to be granted by any leaving Party

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

9.8. Specific Provisions for Access Rights to Software

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

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

10. Non-disclosure of information

10.1.

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

10.2.

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

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

obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3.

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

10.4.

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

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

10.5.

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

10.6.

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

10.7.

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or – in the case of an Associated Partner – with a reporting requirements from its national funding authority - it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

11. Miscellaneous

11.1. Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)

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

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

11.2. No representation, partnership or agency

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

11.3. Formal and written notices

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

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

Formal notices:

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

Written notice:

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

11.4. Assignment and amendments

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

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

11.5. Mandatory national law

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

11.6. Language

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

11.7. Applicable law

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

11.8. Privileges and immunities

Nothing in this Consortium Agreement shall be deemed or interpreted as a waiver, express or implied of any privileges and immunities accorded to any of the Parties under its constituent documents or under international public law

11.9. Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

WIPO Mediation Followed, in the Absence of a Settlement, by Court Litigation.

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

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

All disputes involving CERN arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, 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 place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Subject to Section 11.8, nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

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.

(1) NORDUNET AS

Signature(s)

Name: Valter Nordh

Title: CEO

Date

(2) GÉANT Association

Signature(s)

Name(s): Erik Huizer

Title(s): CEO

Date:

(3) STICHTING NEDERLANDSE WETENSCHAPPELIJK ONDERZOEK INSTITUTEN (NWO-I),

Signature(s)

Name(s): Erik Huizer

Title(s): CEO

Date:

(4) NATIONAL INFRASTRUCTURES FOR RESEARCH AND TECHNOLOGY (GRNET S.A.)

Signature(s)

Name(s):

Title(s): CEO

Date:

(5) STICHTING EGI, (EGI Foundation)

Signature(s)

Name: Tiziana Ferrari

Title Director

Date

(6) ORGANISATION EUROPEENNE POUR LA RECHERCHE NUCLEAIRE (CERN)

Signature(s)

Name(s)

Title(s)

Date

(7) Masarykova univerzita (MU)

Signature(s)

Name: Ing. Lukáš Palko

Title: Director of Research Office

Date

(8) FORSCHUNGSZENTRUM JULICH GMBH (FZJ)

Signature(s)

Name(s): i.V. Anne Karczewski

Title(s): Head of External Funding Management

Name(s): i.V. Prof. Dr. Dr. Thomas Lippert

Title(s):_ Director of the Institute for Advanced Simulations

Jülich Supercomputing Centre (JSC)

Date

(DE002371)

(9) SURF BV (SURF BV

Signature(s)

Name(s)

Title(s)

Date

(10) KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT),

Signature(s)

Name(s)

Title(s)

Date

(11) ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN)

Signature(s)

Name(s)

Title(s)

Date

(12) CSC-TIETEEN TIETOTEKNIIKAN KESKUS OY (CSC)

Signature(s)

Name(s)

Title(s)

Date

(13) EISCAT SCIENTIFIC ASSOCIATION (EISCAT)

Signature(s)

Name(s)

Title(s)

Date

(14) CINECA

Signature(s)

Name(s) Dott.ssa Alessandra Poggiani

Title(s) CEO

Date

(15) GESELLSCHAFT FUR WISSENSCHAFTLICHE DATENVERARBEITUNG MBH GOTTINGEN (GWDG)

Signature(s)

Name(s)

Title(s)

Date

(16) DIGITAL RESEARCH INFRASTRUCTURE FOR THE ARTS AND HUMANITIES (DARIAH ERIC)

Signature(s)

Name(s) Toma Tasovac

Title(s) President of the Board of Directors

Date

(17) DAASI International

Signature(s)

Name(s) Peter Gietz

Title(s) CEO

Date

(18) MARIENE INFORMATIE SERVICE MARIS BV (MARIS)

Signature(s)

Name(s)

Title(s)

Date

(19) Paul Scherrer Institut, (PSI)

Signature(s)

Name(s)

Title(s)

Date

(20) UKRI-STFC (United Kingdom Research And Innovation)

Signature(s)

Name(s)

Title(s)

Date

Attachment 1: Background included

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

PARTY 6

As to EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
- Expertise in architecture and policy about identity management	n/a	n/a

PARTY 7

As to EGI Foundation, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

AAI expertise related to EGI Check-in Service (including processes and skills for requirement gathering, service management and support)	No restrictions or conditions on access rights for implementing this project	Fair and Reasonable Conditions
<i>Innovation and Exploitation Management</i> – Expertise for managing innovation and exploitation in collaborative projects.	No restrictions or conditions on access rights for implementing this project	Fair and Reasonable Conditions
<i>Communication and Dissemination</i> – Expertise and tools for communications and dissemination.	No restrictions or conditions on access rights for implementing this project	Fair and Reasonable Conditions

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

PARTY 8

No data, know-how or information of Forschungszentrum Jülich GmbH is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

PARTY 14

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Masaryk University provides system Perun which is co-developed with CESNET.	Access to the software is provided to the partners in the project, through the graphical	Perun and all additions to SimpleSAMLphp and MITREid are open source software

<p>Perun is an identity and access management system used for managing users, groups and virtual organizations and their access to the services. Account linking and import/export features allows Perun to be integrated into existing infrastructures and do their consolidations. Perun is described and available at https://perun-aai.org. We also provide modules on top of the SimpleSAMLphp and MITREid software which is used to provide Proxy IdP/SP functionality. Particularly perun-simplesamlphp-module , proxystatistics-simplesamlphp -module, perunauthorize-simplesamlphp-module, elixir-aai-proxy-idp-template and perun-mitreid overlays. Those additions are available via GitHub repositories at https://github.com/CESNET/.</p>	<p>user interface, API, command line tools and via Proxy IdP.</p>	<p>under Apache Software License 2.0.</p>

PARTY 16

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

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

PARTY 19

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Paul Scherrer Institute represents the Photon and Neutron research community in the AARC TREE project and will reflect its own opinion and the opinions of other research facilities. For this restricted or confidential information might be used.	Specific information classified as restricted, confidential or secret by any research facility in the Photon and Neutron research community must be protected and cannot be published.	Specific information classified as restricted, confidential or secret by any research facility in the Photon and Neutron research community must be protected and cannot be published.

PARTY 20

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)