

# Consortium Agreement



MWGaiadN

Based on DESC A – Model Consortium Agreement for Horizon Europe

AP Version 1

July 2022

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## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1 February 2023, hereinafter referred to as the Effective Date

### BETWEEN:

1. **UNIVERSITEIT LEIDEN (ULEI)**, established in RAPENBURG 70, LEIDEN 2311 EZ, Netherlands ‘**the coordinator**’:
2. **ISTITUTO NAZIONALE DI ASTROFISICA**, established in VIALE DEL PARCO MELLINI 84, ROMA 00136, Italy (**INAF**),
3. **LUNDS UNIVERSITET**, established in Paradisgatan 5c, LUND 22100, Sweden (**ULUND**),
4. **UNIVERSITAT DE BARCELONA**, established in GRAN VIA DE LES CORTS CATALANES 585, BARCELONA 08007, Spain (**UB**),
5. **UNIVERSIDADE DE COIMBRA**, established in PACO DAS ESCOLAS, COIMBRA 3004-531, Portugal (**UC**),
6. **TECHNISCHE UNIVERSITAET DRESDEN**, established in HELMHOLTZSTRASSE 10, DRESDEN 01069, Germany (**TUD**),
7. **UNIVERSITE GRENOBLE ALPES**, established in 621 AVENUE CENTRALE, GRENOBLE 38058, France (**UGA**),
8. **ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON**, established in 6 CHRISTOU LADA STR, ATHINA 10561, Greece (**NKUA**),

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary” and,

- **UNIVERSITA DEGLI STUDI DI PADOVA**, with legal address Via 8 Febbraio, 2 – 35122 Padova (**UNIPD**),
- **JASMINE Project Office, NAOJ** established in 2-21-1 OSAWA MITAKA TOKYO 181-8588, Japan (**JASMINE-NAOJ**),
- **NATIONAL RESEARCH FOUNDATION, acting through its national facility the South African Astronomical Observatory (SAAO)**, NRF Building, South Gate CSIR Complex, Meiring Naude Road, Brummeria, Pretoria (**NRF/SAAO**),),
- **Dapcom Data Services S.L.** Vilabella Centre de Negocis, Despatx 4-A, C/ dels Vilabella, 5-7, 08500 Vic, Barcelona, Spain (**DAPCOM**), associated partner of UNIVERSITAT DE BARCELONA (UB)

- **InterSystems Iberia S.L.**, with legal address AVENIDA DE EUROPA 12, ALCOBENDAS 28108, SPAIN (**INTERSYS**),

- **SPIN WORKS SA** with legal address Centro Empresarial e Tecnológico, Rua de Fundões 151, 3700-121 São João da Madeira, Portugal (**SPIN**),

- **Suil Interactive Ltd** with legal address 137 Corke Abbey, Cork Great, Bray, Co. Dublin, A98 H63, Ireland (**SUIL**),

- **LEONARDO UK LTD** with legal address One Eagle Place, St James's, London, SW1Y 6AF (**LEO-LTD**),

- **AIRBUS DEFENCE AND SPACE LTD** with legal address Gunnels Wood Rd, Stevenage SG1 2AS (**AIRBUSDS**),

- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)**, a scientific and technological public establishment, having its registered office at 3 rue Michel Ange 75016 Paris, FRANCE, represented by its Chairman and CEO (Chief Executive Officer), Mr. Antoine PETIT, having given signatory power for this agreement to Mrs. Catherine Larroche, Regional Delegate for Ile-de-France Meudon Regional Office, located 1 place Aristide Briand, 92195 Meudon, France,

- **THALES ALENIA SPACE UK LTD** with legal address 350 Longwater Avenue, Green Park, Reading, RG2 6GF, United Kingdom (**TAS-UK**),

- **UNIVERSITY COLLEGE LONDON (UCL)** with legal address in Gower Street, London, WC1 6BT, United Kingdom

- **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** with legal address The Old Schools, Trinity Lane, Cambridge CB2 1TN, UK (**UCAM**), hereinafter, jointly or individually, referred to as "Associated Partners" or "Associated Partner",

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

relating to the Action entitled

### **MWGaiaDN: Revealing the Milky Way with Gaia**

in short:

### **MWGaiaDN**

hereinafter referred to as "Project"

### **WHEREAS:**

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **1 Definitions**

### **1.1 Definitions**

Words beginning with a capital letter 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**

#### **“Associated Partner”**

Associated Partners means a Party/ies as defined in Article 9.1 of the Grant Agreement. They must implement the action tasks attributed to them in Annex 1 but their costs are not eligible and they do not charge costs or contributions to the EC. They may however receive funds independently from alternative sources, such as but not limited to national funding.

#### **“Consortium Body”**

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

#### **“Consortium Plan”**

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

#### **“CSB”**

CSB means the Consortium Supervisory Board

#### **“Granting Authority”**

means the body awarding the grant for the Project.

#### **“Defaulting Party”**

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

#### **“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.

### **“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.

## **2 Purpose**

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

## **3 Entry into force, duration and termination**

### **3.1 Entry into force**

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

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

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

### **3.2 Duration and termination**

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary’s participation in the Grant Agreement is terminated,
- where applicable, national funding for an Associated Partner 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**

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

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

## **4 Responsibilities of Parties**

### **4.1 General principles**

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

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

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

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

### **4.2 Specific responsibilities for Associated Partner(s)**

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.

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

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.

### **4.3 Breach**

In the event that the CSB 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 CSB, will give formal notice to such Party requiring that such breach will be remedied within thirty (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 CSB 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.

### **4.4 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 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 data protection

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

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

## 5 Liability towards each other

### 5.1 No warranties

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

Therefore,

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

### 5.2 Limitations of contractual liability

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

A Party's general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and in case of the liability of the Associated Partners (Excepts UCL) towards the other Parties to a maximum of €250.000 or the maximum amount paid by the liability insurance (whichever is higher). And in the case of the liability of UCL towards the other Parties to a maximum of once UCL's amount of €307,785.

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

### 5.3 Damage caused to third parties

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

## 5.4 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 CSB of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notice, the transfer of tasks - if any - shall be decided by the CSB.

## 6 Governance structure

### 6.1 General structure

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

- The Consortium Supervisory Board (CSB) as the ultimate decision-making body of the consortium;
- The Research Coordination Committee (RCC) as the supervisory body for the execution of the Project, which shall report to and be accountable to CSB; and
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

### 6.2 General operational procedures for all Consortium Bodies

#### 6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one (1) representative (hereinafter referred to as "Member").

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.

#### 6.2.2 Preparation and organisation of meetings

##### 6.2.2.1 Convening meetings:

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

|     | Ordinary meeting     | Extraordinary meeting  |
|-----|----------------------|--|
| CSB | At least once a year | At any time upon request of the RCC or 1/3 of the Members of CSB |

|     |                    |   |
|-----|--------------------|---|
| RCC | At least quarterly | At any time upon request of any Member of the RCC |
|-----|--------------------|---|

6.2.2.2 Notice of a meeting

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

|     | Ordinary meeting | Extraordinary meeting |
|-----|------------------|-----------------------|
| CSB | 45 calendar days | 15 calendar days      |
| RCC | 14 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 an agenda no later than the minimum number of days preceding the meeting as indicated below.

|     |   |
|-----|---|
| CSB | 21 calendar days, 10 calendar days for an extraordinary meeting |
| RCC | 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 notice to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

|     |  |
|-----|--|
| CSB | 14 calendar days, 7 calendar days for an extraordinary meeting |
| RCC | 2 calendar 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

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

#### 6.2.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

#### 6.2.2.8

##### *Decisions without a meeting*

Any decision may also be taken without a meeting if:

- a) the Coordinator circulates to all Members of the CSB a suggested decision with a deadline for responses of at least ten (10) calendar days after receipt by a Party and
- b) the decision is agreed by at least 51 % of all Parties.

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

A veto according to Section 6.2.4 may be submitted up to fifteen (15) calendar days after receipt of this information.

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

### **6.2.3 Voting rules and quorum**

#### 6.2.3.1

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

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

#### 6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the CSB according to Section 6.3.1.1.4.

#### 6.2.3.3

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

#### 6.2.3.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

## **6.2.4 Veto rights**

### 6.2.4.1

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

### 6.2.4.2

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

### 6.2.4.3

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

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

### 6.2.4.4

When a decision has been taken without a meeting a Party may veto such decision within fifteen (15) calendar days after written notice 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 the Parties.

### 6.2.4.6

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

### 6.2.4.7

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

#### 6.2.5.2

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

#### 6.2.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

### **6.3 Specific operational procedures for the Consortium Bodies**

#### **6.3.1 Consortium Supervisory Board (CSB)**

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 CSB shall consist of one representative of each Party (hereinafter Consortium Supervisory Board Member).

###### 6.3.1.1.2

Each Consortium Supervisory Board Member shall be deemed to be duly authorized 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 CSB, unless decided otherwise in a meeting of the CSB.

###### 6.3.1.1.4

The Parties agree to abide by all decisions of the CSB. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1 or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the CSB (6.3.1.2) and therefore are not counted towards any respective quorum:

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

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.2.2.8).

### 6.3.1.2 Decisions

The CSB 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 RCC shall also be considered and decided upon by the CSB.

The following decisions shall be taken by the CSB:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority;
- Changes to the Consortium Plan;
- Modifications or withdrawal of Background in Attachment 1 (Background Included);
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2); and
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

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

Breach, defaulting party status and litigation

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

Appointments

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

- RCC Members; and
- External Expert Advisory Board Members;

## 6.3.2 RCC

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

### 6.3.2.1 Members

The RCC shall consist of the Coordinator and the representatives of the Parties appointed to it by the CSB.

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

### 6.3.2.2 Minutes of meetings

Minutes of RCC meetings, once accepted, shall be sent by the Coordinator to the CSB Members for information.

### 6.3.2.3 Tasks

#### 6.3.2.3.1

The RCC shall prepare the meetings, propose decisions and prepare the agenda of the CSB according to Section 6.3.1.2.

#### 6.3.2.3.2

The RCC shall seek a consensus among the Parties.

#### 6.3.2.3.3

The RCC shall be responsible for the proper execution and implementation of the decisions of the CSB.

#### 6.3.2.3.4

The RCC shall monitor the effective and efficient implementation of the Project.

The RCC shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables; and
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

#### 6.3.2.3.5

In the case of abolished tasks as a result of a decision of the CSB, the RCC shall advise the CSB on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.



## **6.4 Coordinator**

### **6.4.1**

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

### **6.4.2**

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority;
- transmitting documents and information connected with the Project to any other Parties concerned ;
- administering the EC 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; and
- 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.

### **6.4.3**

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

### **6.4.4**

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

### **6.4.5**

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

## **6.5 Optional, where foreseen in the Grant Agreement or otherwise decided by the consortium: External Expert Advisory Board (EEAB)**

An External Expert Advisory Board (EEAB) will be appointed and steered by the RCC. The EEAB shall assist and facilitate the decisions made by the CSB.

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

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the EEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EEAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the EEAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than thirty (30) calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier. The Coordinator shall write the minutes of the EEAB meetings and submit them to the CSB. The EEAB members shall be allowed to participate in the Consortium Supervisory Board (CSB) meetings upon invitation but have not any voting rights.

## **7 Financial provisions**

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

#### **7.1.2 Justifying Costs**

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

### **7.1.3 Funding Principles**

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

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

### **7.1.4 Excess payments**

A Beneficiary has received excess payment

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

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

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The CSB decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.1.2.

### **7.1.5 Revenue**

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

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

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

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

## 7.2 Payments

### 7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

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

Perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

Undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

### 7.2.2

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

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

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

Beneficiaries, UCAM and UCL will contribute 20% of their Research, Training and Networking costs budget (B1) and 20% of Management and Indirect costs budget (B2) to Coordinator so it can fulfil its assigned tasks under this Project (such as, but not limited to, costs of preparing and chairing meetings, costs of the project office, legal costs and audit costs, but only if related to the Project). The financial contribution of UCL will be paid upon invoice once a year (Invoice 1 at the end of December 2023: € 5.040,- (€2.880 for RT&N and €2.160 for M&I), Invoice 2 at the end of December 2024: € 5.040,- (€2.880 for RT&N and €2.160 for M&I), Invoice 3 at the end of December 2025: € 5.040,- (€2.880 for RT&N and €2.160 for M&I) and Invoice 4 at the end of December 2026: € 5.040,- (€2.880 for RT&N and €2.160 for M&I). The financial contribution of UCAM will be paid upon invoice in two (2) terms: Pre-Financing (€8.640,00 for RT&N and €6.480,00 for M&I) during Q2 2023 and Final Payment (€2.880,00 for RT&N and €2.160,00 for M&I) after the Project. The amounts are inclusive of any applicable VAT. If the total amount retained from the Research, Training and Networking costs budget (B1) is not used,

then this should be re-distributed back to the Beneficiaries, UCAM and UCL according to their contributions.

## **8 Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them.

### **8.2 Joint ownership**

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, prior consent of the other joint owner(s) will be required which consent shall not be unreasonably withheld.
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least forty five (45) calendar days advance notice; and (b) fair and reasonable compensation.

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

### **8.3 Transfer of Results**

#### **8.3.1**

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

#### **8.3.2**

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (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 CSB.

### **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 forty five (45) calendar days prior notice for the transfer as foreseen in the Grant Agreement.

### **8.3.5**

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

## **8.4 Dissemination**

### **8.4.1**

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

### **8.4.2 Dissemination of own (including jointly owned) Results**

#### **8.4.2.1**

During the Project and for a period of one (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 thirty (30) 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 thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

#### **8.4.2.2**

An objection is justified if

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

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

#### **8.4.2.3**

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by

protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

#### 8.4.2.4

The objecting Party can request a publication delay of not more than sixty (60) calendar days from the time it raises such an objection. After sixty (60) calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

#### **8.4.3 Dissemination of another Party's unpublished Results or Background**

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

#### **8.4.4 Cooperation obligations**

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

#### **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.

#### **8.4.6 Acknowledgement of National Funding**

If a publication or other dissemination activity requires acknowledgment of EC funding under Article 17 of the Grant Agreement, and the publication or other dissemination activity includes Results generated solely or Jointly with the Associated Partner then, where applicable, acknowledgement of national funding to be provided by the Associated Partner shall be included.

## **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 CSB is needed should a Party wish to modify or withdraw its Background in Attachment 1.

## **9.2 General Principles**

### **9.2.1**

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

### **9.2.2**

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

### **9.2.3**

Access Rights shall be free of any administrative transfer costs.

### **9.2.4**

Access Rights are granted on a non-exclusive basis.

### **9.2.5**

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

### **9.2.6**

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

### **9.2.7**

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

## **9.3 Access Rights for implementation**

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

## **9.4 Access Rights for Exploitation**

### **9.4.1 Access Rights to Results**

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



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

#### **9.4.2**

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

#### **9.4.3**

A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

### **9.5 Access Rights for entities under the same control**

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

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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, this being a requirement for Access Rights to be granted.

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 CSB to terminate its participation in the consortium.

##### 9.7.2.1.2 Non-defaulting Party

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

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

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

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

## **9.8 Specific Provisions for Access Rights to Software**

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

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

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

### **10.1**

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (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 the duration of the Project a period of five (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 Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

## 10.3

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

## 10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder. This obligation does not alter the status of the information as a Confidential Information and it is still to be treated as confidential unless otherwise regulated under the respective applicable law.

## 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 Party (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 requirement 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);
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2); and
- Attachment 4 (Identified entities under the same control ); and
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6).

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

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

## 11.2 No representation, partnership or agency

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

### **11.3 Formal and written notices**

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

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

Formal notices:

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

Written notice:

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

### **11.4 Assignment and amendments**

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval which shall not be unreasonably withheld.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.3.7 (SP)/ 6.3.1.2 (LP) 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.

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, which cannot be

settled amicably, shall be submitted to the competent courts of Brussels which shall have exclusive jurisdiction.

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

**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.

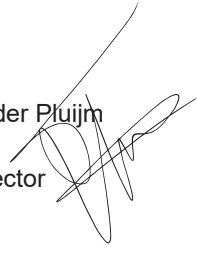
**PARTY 1 - Universiteit Leiden (ULEI)**

Signature(s)

Name(s) Drs. S. van der Pluijm

Title(s) Executive Director

Date 20-07-2023

A handwritten signature in black ink, appearing to be 'S. van der Pluijm', is written over the text fields for Name(s) and Title(s).

**PARTY 2 – Istituto Nazionale Di Astrofisica (INAF)**

Signature(s)

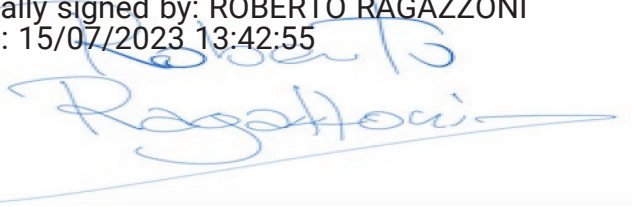
Name(s) Roberto Ragazzoni

Title(s) Director of INAF – Osservatorio Astronomico di Padova

Date

Digitally signed by: ROBERTO RAGAZZONI

Date: 15/07/2023 13:42:55

A handwritten signature in blue ink that reads "Roberto Ragazzoni". The signature is written in a cursive style and is positioned below the digital signature text.



**PARTY 3 – Lunds Universitet (ULUND)**

Signature(s)



Name(s) Catrin Malmström

Title(s) Head of faculty office at Administration Office (Science)

Date

17 July 2023



**LUND UNIVERSITY**  
Faculty of Science  
**Catrin Malmström**  
Head of Faculty Office

**PARTY 4 – Universitat De Barcelona (UB)**

Signature(s)

Name(s) Jordi Garcia

Title(s) Vice-Rector for Research

Date

JORDI GARCIA  
FERNANDEZ - DNI  
35030054L (TCAT)



Firmado digitalmente por JORDI  
GARCIA FERNANDEZ - DNI  
35030054L (TCAT)  
Fecha: 2023.07.18 08:54:44 +02'00'

**PARTY 5 – Universidade De Coimbra (UC)**

Signature(s):

Assinado por: **Amílcar Celta Falcão Ramos Ferreira**

Num. de Identificação: 06559182

Data: 2023.07.14 17:49:52+01'00'

Certificado por: **Diário da República Eletrónico**

Atributos certificados: **Reitor - Universidade de**

**Coimbra**



Name(s): Amílcar Falcao

Title(s): Rector

Date

**TU Dresden**

Signature(s) i.A.

**Friederike  
Noack**

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von Friederike  
Noack  
Datum: 2023.07.20  
14:21:41 +02'00'

Name(s): Friederike Noack

Title(s): Head of Unit Individual and Network Activities, Acting on behalf of the Chancellor

Date: 20.07.2023

**PARTY 7 – Université Grenoble Alpes (UGA)**

Signature(s)

Name(s) M. Yassine Lakhnech

Title(s) President

Date



Pour le Président et par délégation:  
Le Directeur accords propriété  
intellectuelle et valorisation  
Maurizio PONZONI

A handwritten signature in blue ink, appearing to read 'M. Ponzoni', written over a horizontal line.

Date :  
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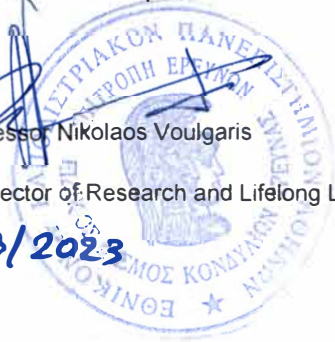
**PARTY 8 – Ethniko Kai Kapodistriako Panepistimio Athinon (NKUA)**

Signature(s)

Name(s) Professor Nikolaos Voulgaris

Title(s) Vice Rector of Research and Lifelong Learning

Date 8/8/2023



**Prof. N. Voulgaris**

Vice Rector of Research and Lifelong Learning

**PARTY 9 – Università Degli Studi Di Padova (UNIPD)**

Signature(s)

Name(s) Prof. Flavio Seno

Title(s) Director of Physics and Astronomy Department

Date

**PARTY 10 – Jasmine Project Office (JASMINE-NAOJ)**

Signature(s)

Name(s) Prof. Naoteru Gouda

Title(s) Director of JASMINE Project Office, NAOJ, National Institutes of Natural Sciences

Date

Naoteru Gouda 電子署名者 :  
Naoteru Gouda  
日付 :  
2023.07.21  
11:06:25 +09'00'



**PARTY 11 – National Research Foundation (NRF/SAAO)**

Signature(s) 

Name(s) Mr. Hitesh Gajjar

Title(s) Acting Managing Director NRF-SAAO

Date 17 July 2023

**PARTY 12 – Dapcom Data Services S.L. (DAPCOM)**

Signature(s)

Name(s) Francesc Julbe Lopez

Title(s) DAPCOM CEO

Date

**PARTY 13 – InterSystems Iberia (INTERSYS)**

Signature(s)

Name(s) Jorge Calvera Sagué

Title(s) Regional Managing Director

Date



Digitally signed by  
35017208F JORGE  
CALVERA (R: B85286755)  
Date: 2023.07.14  
12:02:48 +02'00'

**PARTY 14 – Spin Works SA (SPIN)**

Signature(s)

Name(s) Tiago Hormigo

Title(s) Head of Space Business Development

Date

**PARTY 15 – Suil Interactive Ltd (SUIL)**


Signature(s)

Name(s) Owen Harris

Title(s) Director

Date

**PARTY 16 – Leonardo UK LTD (LEO-LTD)**

Signature(s) 

Name(s) Gary Taylor

Title(s) Commercial manager

Date 21/07/2023

**PARTY 17 – Airbus Defence And Space LTD (AIRBUSDS)**

Signature(s)

Name(s) Jo Potter

Title(s) Contracts Manager

Date

**PARTY 18 – Centre National De La Recherche Scientifique (CNRS)**

Signature(s)

Name(s) Mme Catherine LARROCHE

Title(s) Déléguée Régionale, Délégation Ile-de-France Meudon

Date 17/07/2023.

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "Délégation Ile-de-France Meudon" around the perimeter and "CNRS" in the center.



**PARTY 19 – Thales Alenia Space UK LTD (TAS-UK)**

Signature(s)

Name(s) Matt Tymm

Title(s) Head of Legal and Contracts

Date

**PARTY 20 – University College London (UCL)**

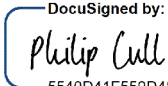
Signature(s)  Signed by:  
DC2BFE7D5ED84F8...

Name(s) Giles Machell

Title(s) Head of European Contract Management

Date 17 July 2024 | 12:43 BST

**PARTY 21 – The Chancellor Masters And Scholars Of The University Of Cambridge (UCAM)**

Signature(s)    
Name(s) Philip Cull

Title(s) Assistant Director

Date 20 July 2023

## Attachment 1: Background included

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

As to UCL, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UCL 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”).

As to INTERSYSTEMS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of INTERSYSTEMS 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”).

As to NAOJ, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of NAOJ 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”).

As to Universitat de Barcelona, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Universitat de Barcelona 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”).

As to TUD, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of TUD 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

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

## Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

**[Date and Place]**

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

Signature(s)

Name(s)

Title(s)

**[Date and Place]**

**[INSERT NAME OF THE COORDINATOR]**

Signature(s)

Name(s)

Title(s)

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

**For UCL:**

UCL Business Ltd  
The Network Building,  
97 Tottenham Court Road,

London, W1T 4TP

## **Attachment 4: Identified entities under the same control according to Section 9.5**

**UGA** : Floralis, UGA-Filiale, Siret 452 135 452 00038

## [Option: Attachment 5: NDA for External Expert Advisory Board agreed under Section 6

### NDA for External Expert Advisory Board

THIS AGREEMENT ("**Agreement**") is entered into on [REDACTED] 2023 by and between:

[REDACTED], having its registered office at [REDACTED], the Netherlands, acting as **Project Leader**,

and

[REDACTED], having its registered office at [REDACTED]

individually referred to as a "**Party**" or collectively as the "**Parties**".

WHEREAS:

A. The MWGaiadN Consortium consisting of [NAMES OF ALL PARTIES], and coordinated by Leiden University (Coordinator), is performing the Project MWGaiadN (the "**Project**").

B. [name member] [REDACTED], employee of [if applicable name of employer] [REDACTED], shall be a member of the External Expert Advisory Board (the "**EEAB**") of the Project. The Parties may share between themselves Confidential Information in relation to the Project under the terms and covenants set forth below.

C. The **Project Leader** is mandated by the Parties of the MWGaiadN Consortium to negotiate and execute a non-disclosure agreement for and on behalf of all Parties and each EEAB member of the MWGaiadN Consortium Agreement).

THE PARTIES HERETO AGREE AS FOLLOWS:

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" or "sensitive" ("*gevoelige informatie*") 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 thirty (30) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "**Confidential Information**".
2. The Recipients hereby undertake, for the duration of the Project and a period of five (5) 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 without the prior written consent by the Disclosing Party;



- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
  - to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.
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.
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 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 of clause 7 hereunder.
- This obligation does not alter the status of the information as a Confidential Information and it is still to be treated as confidential unless otherwise regulated under the respective applicable law
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.
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.
7. If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- notify the Disclosing Party, and
  - comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

8. The Confidential Information subject to this Agreement is made available “as is” and no warranties of any kind are granted or implied with respect to the quality of such information including, but not limited to, its applicability for any purpose, non-infringement of third-party rights, accuracy, completeness, or correctness.
9. The Recipient shall be liable for the damage and losses suffered by the Disclosing Party due to a breach of this Agreement by the Recipient.
10. Any Party to this Agreement may terminate this Agreement with thirty (30) calendar days written notice to the other Party. Notwithstanding the foregoing, the Recipient’s duty to hold in confidence Confidential Information that was disclosed during the term shall survive the expiration or termination of the Project or this Agreement (whichever term is longer) for a period of five (5) years . All other provisions of this Agreement which by their nature should survive termination or expiration of this Agreement, shall so survive.
11. This Agreement shall be construed and interpreted by the laws of Belgium, without giving effect to its conflict of law’s provisions. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels, Belgium.
12. If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or un-enforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.
13. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
14. This Agreement constitutes the entire understanding of the Parties regarding it subject matter and supersedes all prior written and oral agreements between the Parties. No modification of or amendment to this Agreement shall be effective unless made in writing.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement by their authorized representatives. Parties agrees that this Agreement will be executed in electronic PDF format only and all involved Parties explicitly acknowledge and agree that their signature in such format shall be regarded as an original signature and that this Agreement shall be effective upon delivery by electronic mail to the other Parties and thereafter shall be deemed an original signed agreement, irrespective of whether the signatures are on the same page or on separate pages.

For [insert name organization]:

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Name:

Title:

Date:

For Leiden University, on behalf of the MWGaiaDN Consortium,

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Name:

Title:

Date: