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PARIS

Process Attribution of Regional Emissions

GA 101081430, RIA

Consortium Agreement

Deliverable D1.1

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Consortium Agreement



[Project 101081430 Process Attribution of Regional
Emissions PARIS -]

Version [final] – [13 11 2022]

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on 01-01-2023 hereinafter referred to as the Effective Date

BETWEEN:

1. UNIVERSITEIT UTRECHT (UU), PIC 999985805, established in HEIDELBERGLAAN 8, UTRECHT 3584 CS, Netherlands,

the Coordinator

2. WAGENINGEN UNIVERSITY (WU), PIC 999981634, established in DROEVENDAALSESTEEG 4, WAGENINGEN 6708 PB, Netherlands,

3. JOHANN WOLFGANG GOETHE-UNIVERSITAET FRANKFURT AM MAIN (GUF), PIC 999978724, established in THEODOR W ADORNO PLATZ 1, FRANKFURT AM MAIN 60323, Germany,

4. DEUTSCHER WETTERDIENST (DWD), PIC 998059094, established in FRANKFURTER STRASSE 135, OFFENBACH AM MAIN 63067, Germany,

5. KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT), PIC 990797674, established in KAISERSTRASSE 12, KARLSRUHE 76131, Germany,

6. NILU STIFTELSEN NORSK INSTITUTT FOR LUFTFORSKNING (NILU),
PIC
999654162, established in INSTITUTTVEIEN 18, KJELLER 2027, Norway,

7. Universita' degli Studi di Urbino Carlo Bo (UNIURB), PIC 997437906, established in Via Aurelio Saffi 2, URBINO 61029, Italy,

8. NATIONAL UNIVERSITY OF IRELAND GALWAY (NUIG), PIC 999978045, established in UNIVERSITY ROAD, GALWAY H91 TK33, Ireland,

9. ATOMMAGKUTATO INTEZET (ATOMKI), PIC 999869890, established in BEM TER 18/C, DEBRECEN 4026, Hungary,

10. OKO-RECHERCHE BURO FUR UMWELTFORSCHUNG UND-BERATUNG GMBH (ORB), PIC 896106856, established in MUNCHENER STRASSE 23, FRANKFURT AM MAIN 60329, Germany,

11. RIJKSUNIVERSITEIT GRONINGEN (RUG), PIC 999989782, established in Broerstraat 5, GRONINGEN 9712CP, The Netherlands,

hereinafter, jointly or individually, referred to as "Beneficiaries" or "Beneficiary"

**12 EIDGENOESSISCHE MATERIALPRUEFUNGSUND
FORSCHUNGSANSTALT (EMPA)** PIC 999907138, established in
UEBERLANDSTRASSE 129, Duebendorf 8600, Switzerland,

**13 SWISS CONFEDERATION, REPRESENTED BY EIDGENOESSISCHES
DEPARTEMENT FUER WIRTSCHAFT, BILDUNG UND FORSCHUNG WBF,
ACTING THROUGH AGROSCOPE (AGS)** CH 998365711, established in
Bundeshaus Ost, Bern 3003 Switzerland,

**14 MET OFFICE (MO) for and on behalf of the Secretary of State for Business,
Energy and Industrial Strategy of the United Kingdom of Great Britain and
Northern Ireland** PIC 999892685 established in FITZROY ROAD, Exeter EX1 3PB,
United Kingdom,

**15 THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH
(UEDIN)** PIC 999974941, established in OLD COLLEGE, SOUTH BRIDGE,
Edinburgh EH8 9YL, United Kingdom,

16 UNIVERSITY OF EAST ANGLIA (UEA) PIC 999985611, established in
EARLHAM ROAD, Norwich NR4 7TJ, United Kingdom,

17 UNIVERSITY OF BRISTOL (UNIVBRIS), PIC 999974262 established in
BEACON HOUSE QUEENS ROAD, Bristol BS8 1QU, United Kingdom,

hereinafter, jointly or individually, referred to as “Associated Partners” or “Associated Partner”.

The Beneficiaries and the Associated Partners are hereinafter, jointly or individually, referred to as
“Parties” or “Party”.

relating to the Action entitled

Process Attribution of Regional Emissions

in short

PARIS

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 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

“Associated Partner(s)”

shall have the meaning of article 9.1 stated in the Grant Agreement. Associated Partner are entities which participate in the Project, but without the right to charge costs or claim contributions. Associated Partners do not accede to the Grant Agreement, but will be party to the Consortium Agreement and have to comply with the contractual provisions of the Consortium Agreement as defined in this Consortium Agreement (except the financial provisions applying to beneficiaries, section 7). Even though Associated Partners do not sign the Grant Agreement, they expressly accept to submit to the conditions and obligations of Article 9.1 of the Grant Agreement, and to all the applicable clauses of the Grant Agreement.

The identified Associated Partners for the purpose of this Consortium Agreement are listed on page 4 (Associated Partners Nr. 12-17)

“Beneficiary(ies)”

Beneficiary means a signatory to the Grant Agreement. Beneficiaries are also party to and to this Consortium Agreement.

“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 General Assembly.

“Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

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

“Third Party Grant”

Third Party Grant means a grant or funding contract funding the costs of Project action tasks described in Annex 1 carried out by an Associated Partner.

“Third Party Granting Authority”

Third Party Granting Authority means a body awarding a Third Party Grant funding the costs of Project action tasks described in Annex 1 of the Grant Agreement carried out by an Associated Partner. For avoidance of doubt the Third Party Granting Authorities are State Secretariat for Education, Research and Innovation (SERI) for contributions of Associated Partner EMPA and AGS and UK Research and Innovation (UKRI) for contributions of Associated Partners MO, UEDIN, UEA and UNIVBRIS.

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
- the Third Party Grant Agreement is not signed by the Third Party Granting Authority or Associated Partner, or
- the Third Party 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 (Sections 3.3, 4.4, 5.2 and Section 11).

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, and any other provision that owing to its purpose must apply beyond the duration of the Consortium Agreement 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 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, if the party is not hindered by restrictions established by national law or legally binding agreements in which non-disclosure provisions might be stated with third parties pre-existing before the project start date

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

Associated Partners shall have the right to express their voice, but no voting rights in the General Assembly, except for matters which directly affect the execution of tasks assigned to Associate Partners and their role in the Consortium, in which case they will also have voting rights and veto right.

4.2 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 formal written notice by the Party.

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

4.3 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.

4.4 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.

4.5 Associated Partners

4.5.1 In accordance with Article 9.1 of the Grant Agreement, notwithstanding any other provision in this Consortium Agreement the Associated Partners hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement and to adhere to the following Regulations of the Grant Agreement. They:

4.5.1.1 shall only be subject to the provisions of the following Grant Agreement Articles:

- 11 (proper implementation)
- 12 (conflict of interests)
- 13 (confidentiality and security)
- 14 (ethics)
- 17.2 (visibility)
- 18 (specific rules for carrying out action)
- 19 (information)
- 20 (recordkeeping) of the Grant Agreement

4.5.1.2 shall not be subject to the financial provisions set out in the Grant Agreement and Clause 7 (Financial provisions) of this Consortium Agreement. 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. The Associated Partners' participation in the Project is subject to receipt of funding from its national Government. 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.

4.5.2 In accordance with Annex 5 of the Grant Agreement the Associated Partners shall not be subject to any provisions pertaining to Beneficiaries which have received funding under the Grant which relate to protection and exploitation of results obligations.

4.5.3 It is hereby acknowledged by the Associated Partners that the bodies mentioned in Article 25 of the Grant Agreement can exercise their rights also towards the Associated Partners to the extent applicable.

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 in the joint proposal (page 129,130).. If the national funding organization of an Associated Partner (the UK Research and Innovation (UKRI)

for UK Associated Partner's or the State Secretariat for Education, Research and Innovation (SERI) for CH Associated Partner's) reduces the amount of costs on which the funding is calculated, the Associated Partner concerned will inform the Coordinator by mentioning that amount. The coordinator will inform the other Parties. Such Associated Partners amount of liability will be reduced accordingly.

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 to the extent that such limitation is not permitted by law.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Each Party will notify the 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.

5.5 Export control

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

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

6 Governance structure

6.1 General structure

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

- The General Assembly as the ultimate decision-making body of the consortium
- The Executive Board as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly
- 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 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
General Assembly	At least once a year	At any time upon request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least quarterly	At any time upon request of any Member of the Executive Board

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
General Assembly	45 calendar days	15 calendar days
Executive Board	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.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days

6.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	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 (hybrid) 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 General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

The 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 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 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 (or in a decision process without a meeting according to article 6.2.2.8) shall have one vote.

6.2.3.3

A Party which the General Assembly has declared according to Section 4.2 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 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 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 10 calendar days of the meeting.

6.2.5.2

The minutes shall be considered as accepted if, within 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 General Assembly

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 General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2

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

6.3.1.1.3

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4

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

6.3.1.2 Decisions

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.

In addition, all proposals made by the Executive Board shall also be considered and decided upon by the General Assembly.

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
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included), according to Section 9.1.2. below
- Modifications in EU financing distribution will be decided by Beneficiaries
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- 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
- 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 Project and measures relating thereto
- 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

Appointments

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

- Executive Board Members
- External Expert Advisory Board Members

6.3.2 Executive Board

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

6.3.2.1 Members

The Executive Board shall consist of the Coordinator, the Deputy Coordinator, the lead of each Work Package and an Early Career Researchers (ECR) representative. The Deputy Coordinator will be appointed among the WP leads by the General Assembly. The ECR will be appointed as well by the General Assembly. In addition the project manager(s) assisting the Coordinator and Deputy Coordinator will be members of the Executive Board.

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

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2 .

6.3.2.3.2

The Executive Board shall seek a consensus among the Parties.

6.3.2.3.3

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4

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

6.3.2.3.5

In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.6

The Executive Board shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the 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.

6.3.2.3.7

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

6.4 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

A Deputy Coordinator will be appointed from among the WP leads. The Deputy Coordinator will support the Coordinator in administrative matters and concerning the scientific implementation with the exception of tasks allocated exclusively to the Coordinator according to the Grant Agreement and in particular Article 7 of the Grant Agreement. Any formal tasks arising from the Grant Agreement and this Consortium Agreement remain with the Coordinator. Proper coordination remains the responsibility of the coordinator.

6.4.3

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 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.

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.

6.4.4

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

6.4.5

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.

6.4.6

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

6.5 External Expert Advisory Board (EEAB)

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

The Parties will not disclose to EEAB Members any confidential information of any other Party.

The Coordinator shall write the minutes of the EEAB meetings and submit them to the General Assembly. The EAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

7 Financial provisions

The following financial provisions do not apply to the Associated Partners except as expressly mentioned below.

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 Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

In accordance with its own usual accounting and management principles and practices, each Associated Partner in receipt of a Third Party Grant shall be solely responsible for justifying its costs with respect to the Project towards the Third Party Granting Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Third Party 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, unless there is available funding due to underspending by other Parties”

7.1.4 Excess payments

A Beneficiary has received excess payment:

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

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon formal 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.

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 Beneficiaries 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 Defaulting beneficiary 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 General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Beneficiary 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 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 Beneficiary except the costs already claimed by the Defaulting Beneficiary 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.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

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

Unless otherwise agreed:

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

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

8.3 Transfer of Results

8.3.1

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

8.3.2

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

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

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

8.4.2.2

An objection is justified if

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

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

8.4.2.3

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

8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, formal 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.

Access Rights for Implementation shall be deemed to be granted according to section 9.3 and 3.2 upon signature of this Consortium Agreement.

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 and upon written agreement.

Access rights to Results for non-commercial internal research, and for non-commercial teaching activities, and for Public Task duties, shall be granted on a royalty-free basis. For the avoidance of doubt, 'Public Task' means non-commercial activities which the parties are required or authorised to undertake by law (whether statutory or otherwise) or in support of governmental and/or intergovernmental mandates and/or requirements. Such activities may include, but are not limited to, the areas of aviation and public safety. 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 and upon written agreement.

9.4.3

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

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control", if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

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 [listed in Attachment 4]. 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.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Non-disclosure of information

10.1

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

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the 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.

10.3

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

10.4

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

- the Confidential Information 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 with regards to any other party.

10.5

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

10.6

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

10.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section)

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, request, consent or approval 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 (e.g. 4.2, 9.7.2.1.1, and 11.4) that a formal notice, request, 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 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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.

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.

UNIVERSITEIT UTRECHT (UU),

Signature(s) 

Name(s) Prof.dr. Isabel Arends

Title(s) Dean Faculty of Science

Date 26-02-2023

**WAGENINGEN UNIVERSITY,
DEPARTMENT OF ENVIRONMENTAL SCIENCES
(WU)**

Signature(s)



Name(s):

Dr F. Senf

Title(s):

Director Operations

Date:

21 November 2022

JOHANN WOLFGANG GOETHE-UNIVERSITÄT FRANKFURT AM MAIN (GUF)

Signature(s)



Name(s) Dr. Sabine Monz

Title(s) Head of Research Support

Date 11/15/2022



JOHANN WOLFGANG GOETHE-UNIVERSITÄT

Der Präsident

Theodor-W.-Adorno-Platz 1

60323 Frankfurt am Main

DEUTSCHER WETTERDIENST (DWD)

Signature(s)

i. V. Gerhard Adrian

Name(s) Prof. Dr. Gerhard Adrian

Title(s) President Deutscher Wetterdienst

Date *10. 2. 2023*

Deutscher Wetterdienst
Der Vizepräsident
Frankfurter Straße 135
63067 Offenbach



KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT),

Signature(s)		
Name(s)	Julia Groh	Jelka Haile
Title(s)	Head of Legal Affairs	Legal Affairs
Date	24.02.2023	



Karlsruher Institut für Technologie
Kaiserstraße 12
76131 Karlsruhe

NILU STIFTELSEN NORSK INSTITUTT FORLUFFTFORSKNING (NILU)

Signature(s) 
Name(s) Eva Beate Andresen
Title(s) Financial Director
Date 14.11.22

Universita' degli Studi di Urbino Carlo Bo (UNIURB),

Signature(s)



Name

Giorgio Calcagnini

Title

Rector

Date



28 NOV 2022



NATIONAL UNIVERSITY OF IRELAND GALWAY (NUIG),

Signature(s)	<div><div>DocuSigned by:</div><div><i>Aengus Parsons</i></div><div>532533F5D8BF4B8...</div></div>
Name(s)	AENGUS PARSONS
Title(s)	DIRECTOR OF RESEARCH
Date	24 November 2022 12:56 PM GMT

ATOMMAGKUTATO INTEZET (ATOMKI)

Signature(s)  

Name(s) Dr. Zsolt Dombrádi

Title(s) Director

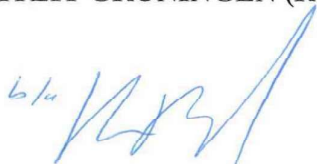
Date 16 November, 2022

**OKO-RECHERCHE BURO FUR UMWELTFORSCHUNG UND- BERATUNG GMBH
(ORB),**

Signature(s)	<div><div>Barbara Gschrey</div><div><div>Digital unterscriben von Barbara Gschrey Datum: 2023.01.25 12:46:54 +01'00'</div></div></div>
Name(s)	Barbara Gschrey
Title(s)	Managing Director
Date	25.01.2023

RIJKSUNIVERSITEIT GRONINGEN (RUG),

Signature(s)



Name(s)

Prof. dr. Jouke de Vries

Title(s)

President of the Board of the University

Date


01 DEC 2022



university of
 groningen

EIDGENOESSISCHE MATERIALPRUEFUNGS UND FORSCHUNGSANSTALT (EMPA)


Signature(s)

 Digital unterschrieben
von Lukas Emmenegger
Datum: 2022.11.14
14:30:33 +01'00'

Dr. Lukas Emmenegger

Head of Laboratory Air Pollution / Environmental Technology

Date

 Digital unterschrieben
von Marlen Mueller
Datum: 2022.11.14
15:57:57 +01'00'

Marlen Müller

Head of KTT/Legal

Date

EIDGENOESSISCHES DEPARTEMENT FUER WIRTSCHAFT, BILDUNG UND FORSCHUNG WBF, ACTING THROUGH AGROSCOPE (AGS)

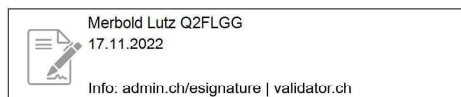
Signature(s)



Name(s) Dr Eva Reinhard

Title(s) Head of Agroscope

Date



Lutz Merbold

Head of the Agroecology and Environment
Research Division

MET OFFICE (MO)

Signature(s) *H Haig*
Name(s) HANNAH HAIG
Title(s) SENIOR LAWYER
Date 02/02/2023.



THE UNIVERSITY OF EDINBURGH (UEDIN)

Signature(s) 


Name(s) Clare Whittaker

Title(s) Head of Research Contracts, Governance and Integrity

Date Nov 14, 2022

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAARByfdhO6B7fdStvXEMJIUMSkmMcKUKwX

UNIVERSITY OF EAST ANGLIA (UEA)

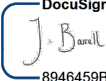
Signature(s) 

Name: Jason Rust

Title Project Officer

Date 21 November 2022

17 UNIVERSITY OF BRISTOL(UNIVVRIS),

Signature(s)	<div>DocuSigned by:  8946459BE64A475...</div>
Name(s)	Josh Barrell
Title(s)	Finance Manager
Date	January 17, 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.

PARTY 1

As to UNIVERSITEIT UTRECHT (UU) 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”)
Data, know-how or information that has been generated by its respective research group participating in the Project, and which is related to the work plan, aims and objectives of the Project.	Access for implementation is only granted to the extent it is Needed for the Parties concerned to carry out their tasks in the Project and provided UU is able to grant Access Rights to said Background, including legal restrictions or limits, including those imposed by third parties.	Access for exploitation is only Granted to the extent it is Needed to exploit its own Results and provided that UU is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.

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

PARTY 2

As to . WAGENINGEN UNIVERSITY (WU),, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of . WAGENINGEN UNIVERSITY (WU),, 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 3

As to JOHANN WOLFGANG GOETHE-UNIVERSITAET FRANKFURT AM MAIN (GUF), it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of JOHANN WOLFGANG GOETHE-UNIVERSITAET FRANKFURT AMMAIN (GUF), 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 4

As to DEUTSCHER WETTERDIENST (DWD), it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of DEUTSCHER WETTERDIENST (DWD), 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 5

As to KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT) it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT) 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

KIT intends to use the following OSS components for the implementation of the project:

- Software "R", a language and environment for statistical computing and graphics. R is available as Free Software under the terms of the Free Software Foundation’s GNU General Public License in source code form.
- "LandscapeDNDC", a simulation framework for terrestrial ecosystem models on site and regional scales. LandscapeDNDC is under the terms of the MIT license.

By signing this CA, the Parties expressly agree to the use of the these OSS components under the terms of these licenses

PARTY 6

As to NILU STIFTELSEN NORSK INSTITUTT FORLUFTFORSKNING (NILU) it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of NILU STIFTELSEN NORSK INSTITUTT FORLUFTFORSKNING (NILU) 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 7

As to Universita' degli Studi di Urbino Carlo Bo (UNIURB) 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	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”,

	and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)
Data, know-how or information that has been generated by its respective research group participating in the Project, and which is related to the work plan, aims and objectives of the Project.	Access for implementation is only granted to the extent it is Needed for the Parties concerned to carry out their tasks in the Project and provided UU is able to grant Access Rights to said Background, including legal restrictions or limits, including those imposed by third parties.	Access for exploitation is only Granted to the extent it is Needed to exploit its own Results and provided that UU is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.

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

PARTY 8

As to NATIONAL UNIVERSITY OF IRELAND GALWAY (NUIG) it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of NATIONAL UNIVERSITY OF IRELAND GALWAY (NUIG) 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 9

As to ATOMMAGKUTATÓ INTÉZET (ATOMKI) it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ATOMMAGKUTATÓ INTÉZET (ATOMKI) 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 10

As to OKO-RECHERCHE BURO FUR UMWELTFORSCHUNG UND- BERATUNG GMBH (ORB), it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of OKO-RECHERCHE BURO FUR UMWELTFORSCHUNG UND- BERATUNG GMBH (ORB), 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 11

As to RIJKSUNIVERSITEIT GRONINGEN (RUG) it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of RIJKSUNIVERSITEIT GRONINGEN (RUG) 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 12

As to EIDGENOESSISCHE MATERIALPRUEFUNGSUND FORSCHUNGSANSTALT (EMPA) it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of EIDGENOESSISCHE MATERIALPRUEFUNGSUND FORSCHUNGSANSTALT (EMPA) 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 13

As to SWISS CONFEDERATION, REPRESENTED BY EIDGENOESSISCHES DEPARTEMENT FUER WIRTSCHAFT, BILDUNG UND FORSCHUNG WBF, ACTING THROUGH AGROSCOPE (AGS), it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of SWISS CONFEDERATION, REPRESENTED BY EIDGENOESSISCHES DEPARTEMENT FUER WIRTSCHAFT, BILDUNG UND FORSCHUNG WBF, ACTING THROUGH AGROSCOPE (AGS) 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 14

As to MET OFFICE (MO), it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>Data, know-how or information that has been generated by its respective research group participating in the Project, and which is</p> <p>related to the work plan, aims and objectives of the Project and the following specific Background Intellectual Property:</p> <p>Unified Model (UM)</p> <p>NAME III - Atmospheric Dispersion Model version 8.1</p>	<p>Access for implementation is only granted to the extent it is Needed for the Parties concerned to carry out their tasks in the Project and provided the Met Office is able to grant Access Rights to said Background, including legal restrictions or limits, including those imposed by third parties.</p> <p>To the extent that any Results arise or are created, produced, developed or acquired by the parties in the development of modifications and/or improvements to MO Background IP, all such Results are hereby assigned, as a continuing obligation, into the name of the owner of that Background IP to hold unto itself absolutely, with full title guarantee for the full duration of such rights, wherever in the world enforceable</p>	<p>Access for exploitation is only Granted to the extent it is Needed to exploit its own Results and provided that the Met Office is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.</p>

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

PARTY 15

As to THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH 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 16

As to UNIVERSITY OF EAST ANGLIA (UEA), 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”)
Data, know-how or information that has been generated by its respective research group participating in the Project, and which is related to the work plan, aims and objectives of the Project.	Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the Project and provided UEA is able to grant Access Rights to said Background, including legal restrictions or limits, including those imposed by third parties.	Access for exploitation is only Granted to the extent it is needed to exploit its own Results and provided that UEA is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.

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

PARTY 17

As to UNIVERSITY OF BRISTOL(UNIVBRIS), it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of UNIVERSITY OF BRISTOL(UNIVBRIS) 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

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.

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

