

Consortium Agreement



ChEESE-2P

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

BETWEEN:

1. ‘The Coordinator’: AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P. (hereinafter referred to as “**CSIC**”), Spain, the Coordinator;

2. BARCELONA SUPERCOMPUTING CENTER-CENTRO NACIONAL DE SUPERCOMPUTACION (hereinafter referred to as “**BSC CNS**”), Spain;

3. ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA (hereinafter referred to as “**INGV**”), Italy;

4. VEDURSTOFA ISLANDS (hereinafter referred to as “**VERDUR**”), Iceland;

5. UNIVERSITY OF STUTTGART (hereinafter referred to as “**USTUTT**”), for its High Performance Computing Center; legal address at Keplerstraße 7, 70174 Stuttgart; Germany;

6. CINECA CONSORZIO INTERUNIVERSITARIO (hereinafter referred to as “**CINECA**”), Italy;

7. TECHNISCHE UNIVERSITAET MUENCHEN (hereinafter referred to as “**TUM**”), Germany, acting through its Associate Professorship of Hardware-aware algorithms and software for HPC (Prof. Bader)

8. LUDWIG-MAXIMILIANS-UNIVERSITAET MUENCHEN (hereinafter referred to as “**LMU MUENCHEN**”), Germany;

9. UNIVERSIDAD DE MALAGA (hereinafter referred to as “**UMA**”), established in Avda. Cervantes, núm. 2-29016 Málaga – Spain, with VAT number ESQ2918001E, legally represented by Juan Teodomiro López Navarrete, in his role as Vice-Chancellor for Research and Transfer;

10. STIFTELSEN NORGES GEOTEKNISKE INSTITUTT (hereinafter referred to as “**NGI**”), Norway;



11. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (hereinafter referred to as “**CNRS**”), a research institution incorporated under the laws of France, with legal address at 3 Rue Michel Ange, 75794 Paris, France represented by its Chairman and CEO Mr Antoine PETIT, who has delegated to Mrs Aurélie Philippe, Regional Delegate of the Provence et Corse circumscription, to act on his behalf for the purposes of this Agreement.

CNRS acts on behalf of the following joint research units:

- Laboratoire de mécanique et d'acoustique – UMR7031 (“LMA”)
- Institut des sciences de la Terre – UMR5725 (“ISTERRE”)
- Institut de physique du globe de Paris - UMR7154 (“IPGP”)

12. BULL SAS (hereinafter referred to as “**BULL**”), France;

13 CSC-TIETEEN TIETOTEKNIKAN KESKUS OY (hereinafter referred to as “**CSC**”), Finland;

14 RUDER BOSKOVIC INSTITUTE hereinafter referred to as “**RBI**”), established at Bijenicka cesta 54, 10000 Zagreb, Croatia, VAT number: HR69715301002

15 JOHANNES GUTENBERG-UNIVERSITÄT MAINZ hereinafter referred to as “**UNI-MAINZ**”), Germany;

16. SORBONNE UNIVERSITÉ hereinafter referred to as “**SU**”), France;

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

relating to the Action entitled

Center of Excellence for Exascale in Solid Earth - Second Phase

in short

ChEESE-2P

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 the 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 Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

"Affiliated Entities":

Affiliated entities are:

- (a) entities that form a sole Party [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
- (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) of the Financial Regulation and that have a link with the Party, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation.

Affiliated entities will participate in the action, according to article 8 of the Grant Agreement, Affiliated entities are not Parties in the Grant Agreement, but they are part of the consortium. They are therefore de facto treated like Parties.

In this Consortium Agreement IPGP is an Affiliated Entity linked to CNRS, and shall comply with the provisions of 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 Project Supervisory Board.

"Granting Authority"

Granting Authority means the body awarding the grant for the Project.



“Grant Agreement”

The Grant Agreement (GA) is the funding agreement concluded between the European Commission and the beneficiaries and specifies the rights and obligations of the contracting parties. It contains important provisions for the implementation of the project such as criteria for the eligibility of costs, reporting and provisions for handling intellectual property right

“Defaulting Party”

Defaulting Party means a Party which the Project Supervisory Board 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.

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 Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

The provisions relating to Access Rights, 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 Consortium incurred prior to the date of termination, unless otherwise agreed between the Project Supervisory Board 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, 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 Breach

In the event that the Project Supervisory Board 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 Project Supervisory Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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

4.3 Involvement of third parties

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

Affiliated Entities themselves perform directly their tasks in the Project and are responsible for them towards the Party that they are linked to.

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.

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, provided such damage was not caused by a willful act.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

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

These limitations on liability also apply for a Party's liability due to damage caused by an Affiliated Entity of this Party.

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 notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

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 Project Supervisory Board.

6 Governance structure

6.1 General Structure

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

Project Coordinator (PC): Agencia Estatal Consejo Superior de Investigaciones Científicas, M.P. (CISC) will be the responsible for the day-to-day execution of the Project. The PC will ensure the timely delivery of project objectives and deliverables by continuously monitoring the Project's progress against the Consortium Plan. The PC will identify and track



issues as well as propose suitable corrective actions (e.g. resource reallocation, task force creation, etc.) that might require a formal decision by the Project Supervisory Board (PSB). The PC will also be responsible for calling the PSB and GA meetings and reviews, as well as compiling and distributing meeting minutes and actions. The PC will define the procedures for change control (proposed changes to the Consortium Plan), risk management, quality assurance and IPR management. The administrative and financial management of the Project is also responsibility of the PC, including internal use of resources monitoring on a 6-month basis, the provisioning of Periodic Reports and Financial Statements, and ensuring an efficient distribution of funding. The PC will also act as the official point of contact between the Commission and the Parties.

Project Innovation Manager (PIM), will be the responsible for the development of a rolling Exploitation Plan (which is a deliverable to be defined by the Parties at a later time) and for setting up the exploitation strategies proposals. The PIM will interact with any -Party that requests it and may intervene in and mediate for any issue related to Exploitation or IPR.

Work Package Leaders (WPLs). The WPLs will be responsible for the scientific and technical work of their respective WP. This includes the planning and control of all activities within each WP, the preparation of deliverables and the collection of the contributions from other Parties participating in the respective WP for internal and external reports. Each WPL will be appointed by the Party responsible for the respective WP.

Project Supervisory Board (PSB). The PSB will be responsible for the overall management and running of the Project and is the decision-making body of the Project that holds the highest level of authority in the project. The board will be chaired by the PC and include 1 representative for each Party. The PSB will be in charge of making all decisions affecting more than one Party, including: resolution of conflict situations among the Parties; approval of significant changes of the Project content; exploitation, dissemination and communication of the Project Results; or decide on an efficient implementation of the Project. Only the PSB has the authority to alter the project work plan significantly. Conflicts, if any, will be solved in accordance with the Consortium Agreement. The PSB will meet regularly every 12 months in face-to-face meetings called by the PC. However, in case of urgent conflicts or issues affecting the general Project advancement, meetings by conference calls will be organized, notably in accordance with the rules laid out in 6.2.2.2, to ensure no delay in the Project implementation.

General Assembly (GA). The GA will host general face-to-face or tele- or videoconference meetings attended by all Parties plus the members of the Scientific Advisory Board (SAB) and the Industry and Users Board (IUB). 3 project General Assemblies (M1, M18, M36) are planned.

Scientific advisory board (SAB). The SAB initially consists on four external external relevant scientists in the fields of SE and computer sciences that will contribute their expertise to support ChEESE-2P in attaining its goals. The main role of the SAB will be to provide constructive criticism on the Project development and its scientific direction. They will also provide strategic support to WPLs in the periodic General Assemblies, at which the SAB members will be invited. The composition of the SAB includes European and American scientists in order to provide a global perspective to the project. The SAB may be extended by one or two more scientists as the Project develops. SAB members will execute an appropriate non-disclosure agreement, which terms shall be not less stringent than those stipulated in this CA (see Attachment 5), no later than 30 calendar days after their nomination and in any case before any Confidential Information will be exchanged.



Industry and Users Board (IUB). The IUB will provide an independent, industry-based mechanism for obtaining feedback on Project interim Results. Moreover, and in collaboration with the Project Innovation Manager (PIM), it will facilitate industry and Project end-user communities direct participation in identifying and pursuing exploitation opportunities. The IUB will meet during the three (3) Project General Assemblies (M1, M18, M36) to minimize unnecessary traveling and will review the Project evolution and provide feedback. The IUB will be comprised of representatives of Industry, SMEs, academic networks, and public governance bodies that have already accepted to participate in the project. The IUB consists of 13 members, all of which have supplied letters of commitment an appropriate non-disclosure agreement, which terms shall be not less stringent than those stipulated in this CA (see Attachement 5), no later than 30 calendar days after their nomination and in any case before any Confidential Information will be exchanged.

Executive Board as the supervisory body for the execution of the Project which shall report to and be accountable to the Project Supervisory Board.

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

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;
- shall participate in a cooperative manner in the meetings; and
- shall engage its Affiliated Entities in any decision affecting its rights and obligations and inform them of the decisions taken

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
Project Supervisory Board	At least once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the Project Supervisory Board
Executive Board	At least quarterly	At any time upon written 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
Project Supervisory Board	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 a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

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

Project Supervisory Board	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days

6.2.2.5

During a meeting, if all the Members of a Consortium Body are present or represented they can unanimously agree to add a new item to the original agenda

In case of urgent issues, decisions can be made without a meeting.

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.

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 Project Supervisory Board 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 two-thirds (2/3) 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 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 shall have one vote.

6.2.3.3

A Party which the Project Supervisory Board 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 veto such a decision during the meeting only.

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting and within 15 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 notification by the chairperson of the outcome of the vote.

6.2.4.5

In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all 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 written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Parties 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.

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

Project Supervisory Board

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

6.3.1.1 *Members*

The Project Supervisory Board shall consist one representative of each Party (hereinafter Project Supervisory Board Member).

Each Project Supervisory Board 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.

The Coordinator shall chair all meetings of the Project Supervisory Board, unless decided otherwise in a meeting of the Project Supervisory Board.

The Parties agree to abide by all decisions of the Project Supervisory Board. This does not prevent the Parties from exercising their veto rights, according to Section **¡Error! No se encuentra el origen de la referencia.**, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

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 Project Supervisory Board 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 Project Supervisory Board.

The following decisions shall be taken by the Project Supervisory Board:

Content, finances and intellectual property rights (in consultation with legal teams of host institutions)

- 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)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal



- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the 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
- 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)

On the basis of the Grant Agreement, the appointment if necessary 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 and the representatives of the Parties appointed to it by the Project Supervisory Board

The 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 Project Supervisory Board for information.

6.3.2.3 *Tasks*

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

The Executive Board shall seek a consensus among the Parties.

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

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

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 Project Supervisory Board



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 **¡Error! No se encuentra el origen de la referencia.** of this Consortium Agreement.

In the case of abolished tasks as a result of a decision of the Project Supervisory Board , the Executive Board shall advise the Project Supervisory Board 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 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.

6.4.3

If the Coordinator fails in its coordination tasks, the Project Supervisory Board 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 Scientific Advisory Board (SB)

A Scientific Advisory Board (SAB) will be appointed and steered by the Executive Board. The SAB shall assist and facilitate the decisions made by the Project Supervisory Board

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

By way of exception to Section **¡Error! No se encuentra el origen de la referencia.** 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 SAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the SAB, 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 SAB 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 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the SAB meetings and prepare the implementation of the SAB's suggestions. The SAB members shall be allowed to participate in Project Supervisory Board meetings upon invitation but have not any voting rights.

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party 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.

7.1.3 Funding Principles

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

7.1.4 Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party 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 Party has received excess payment, the Party 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 request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement. Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

7.1.5 Revenue

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

7.1.6 Financial Consequences of the termination of the participation of a Party

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

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



7.2 Payments

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Articles 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for 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 Parties 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 de Coordinator to the Parties after receipt 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 Party.

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

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

The Affiliated Entities of a Party shall receive their respective grant amount foreseen in the Grant Agreement according to the costs accepted by the Granting Authority, by payment made by the Party to which is linked. Such payment shall be made once the respective Party receives the abovementioned amount from the Coordinator.

The Party linked to the Affiliated Entity undertakes to promptly inform the Affiliated Entity of any communication made by the Granting Authority involving such costs.

8 Section: 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), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

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

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 Agreement requires a decision of the Project Supervisory Board.

8.3.4

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

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



8.4 Dissemination

8.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section **¡Error! No se encuentra el origen de la referencia.** apply to all dissemination activities described in this Section **¡Error! No se encuentra el origen de la referencia.** 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, subject to the following provisions.

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

8.4.2.2

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the 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 60 calendar days from the time it raises such an objection. After 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.

8.5 The provisions stated in this section shall be applicable to Affiliated Entities listed in art. 8 Grant Agreement or this Consortium Agreement.

9 Section: 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 Project Supervisory Board 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 expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3

Access Rights shall be free of any administrative transfer costs.



9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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.

A third party shall not be granted direct Access to Results generated by other Parties unless those Parties explicitly agree to it or unless the third party is an Affiliated Entity of a Party.

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 18 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 entities under the same control listed in Attachment 4. Access Rights to entities 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 to which 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 Access Rights for Affiliated Entities

An Affiliated Entity of a Party shall also have Access Rights, referred to in this article 9, to Background or Results under the same conditions as the Party to which it is linked, unless otherwise provided for in this Consortium Agreement.

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

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

9.7 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.

9.8 Access Rights for Parties entering or leaving the consortium

9.8.1 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.



9.8.2 Parties leaving the consortium

9.8.2.1 Access Rights granted to a leaving Party

- **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 Project Supervisory Board to terminate its participation in the consortium.

- **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.

9.8.2.2 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.

9.9 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 Section: Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party or an Affiliated Entity of a Party (the "Disclosing Party") to any other Party or Affiliated Entity of a Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" or "sensitive" 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 Grand 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 which has been disclosed by 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 comply 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 becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5

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



10.6

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

10.7

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

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

11 Section: 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 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 Notices and other communication

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

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

Formal notices:



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

Written notice:

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

11.4 Assignment and amendments

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

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The parties shall endeavor to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels, Belgium.



12 Section Signatures

AS WITNESS:

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

1. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P. (CSIC),

Signature

Name: Francisco Javier Moreno-Fuentes

Title: Vice-president for International Affairs

By Delegation from the President (Resolution published on the Spanish Official Journal dated 28/01/2021)

Date:



**2 BARCELONA SUPERCOMPUTING CENTER-CENTRO NACIONAL
SUPERCOMPUTACION (BSC-CNS)**

Signature

17684150W MATEO
VALERO
(R:S0800099D)



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(R:S0800099D)
Fecha: 2023.09.08 11:28:25 +02'00'

Name: Mateo Valero Cortés

Title: Director BSC-CNS

Date: 08/09/2023

3 ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

Signature

A handwritten signature in blue ink, appearing to be 'CD', written over a horizontal line.

Name: Prof. Carlo Doglioni

Title: President of INGV

Date: 13.11.2023

4. VEDURSTOFA ISLANDS

Signature



Name: Dr. Árni Snorrason

Title: Director General

Date: 21.11.2023



5 UNIVERSITY OF STUTTGART

Signature *J. V. M. Wotzke-Witzke*

Universität Stuttgart

Name: Germany
Administration
Title: Keplerstr. 7
D-70174 Stuttgart

Date: 26. Okt. 2023

6 CINECA CONSORZIO INTERUNIVERSITARIO

Signature

Name: Sanzio Bassini,

Title: HPC Director.

Date: 25 September 2023


CINECA
CONSORZIO
INTERUNIVERSITARIO
Via Magnanelli, 6/3
40033 Casalecchio di Reno (BO)

7 TECHNISCHE UNIVERSITÄT MÜNCHEN

Signature



TECHNISCHE UNIVERSITÄT MÜNCHEN
TUM Legal Office - ZA 5
EU Research Collaboration
Daniela Seidl
80290 München
Germany

Name: Daniela Seidl and/or Dr. Claudia Ziem and/or Franziska Schiffner and/or Silvia Fuentes

Title: Legal Representatives

Date: 07/09/2023

8 LUDWIG-MAXIMILIANS-UNIVERSITAET MUENCHEN

Signature *Jonas Tillinger*

Name: Jonas Tillinger

Title: Deputy Financial Officer

Date: 06.09.2023

9 UNIVERSIDAD DE MALAGA

Signature **DIAZ CABIALE**
MARIA ZAIDA
- 25709512C

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por DIAZ CABIALE
MARIA ZAIDA -
25709512C
Fecha: 2023.09.18
13:36:09 +02'00'

Name: Zaida Díaz Cabiale

Title: Vice-Chancellor for Research & Transfer

Date: 18/09/2023

10 STIFTELSEN NORGES GEOTEKNISKE INSTITUTT

Signature *Thomas Langford*

Name: Thomas Langford

Title: Director Offshore Energy

Date: 13 September 2023

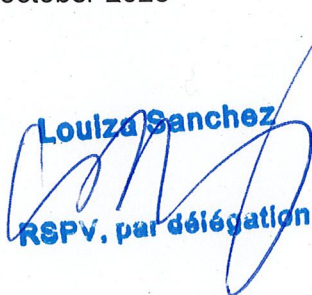
11 CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

Signature

Name: Aurélie PHILIPPE

Title: CNRS Regional Delegate for the Provence & Corsica region

Date: 18th october 2023


Louiza Sanchez
RSPV, par délégation



12 BULL SAS

Signature

A handwritten signature in black ink, appearing to read 'François GRUAU', written over a horizontal line.

Name: François GRUAU

Title: Group SVP Technology Investment & Public Affairs

Date: 20 Decembre 2023

13 CSC-TIETEEN TIETOTEKNIIKAN KESKUS OY

Signature

Name: Dr. Kimmo Koski

Title: Managing Director

Date:

Allekirjoitukset
Underskrifter
Signatures

Tämä dokumentti on sähköisesti allekirjoitettu.
Detta dokument är elektroniskt signerat.
This document is electronically signed.

KIMMO JUHANI KOSKI

CSC - Tieteen tietotekniikan keskus Oy
Managing Director
Nimenkirjoitusoikeus - Firmateckningsrätt - Representative
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Liitteet
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Attachments

Sähköisesti allekirjoitetun dokumentin liitteet
Bilagor till det elektroniskt signerade dokumentet
Attachments of the electronically signed document

Name	Checksum algorithm	Checksum
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14 RUDER BOSKOVIC INSTITUTE

Signature **David
Matthew
Smith** Digitally signed by
David Matthew
Smith
Date: 2023.09.07
14:57:00 +02'00'

Name: Dr David Matthew Smith

Title: Director General

Date:

15 JOHANNES GUTENBERG-UNIVERSITÄT MAINZ

Signature



Name: pp-Dr Nikolaus Bourdos

Title: Head of Unit, Research and Technology Transfer

Date: 06. 09. 2023

16. SORBONNE UNIVERSITÉ

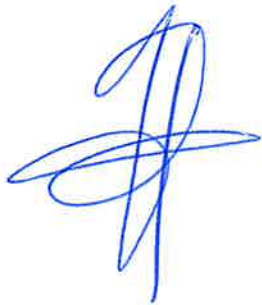
Signature

Name: Nathalie DRACH-TEMAM,

Title: President of the university

Julie ZITTEL (by Delegation from the President) Direction of search, faculty of science and engineering)

Date: 04/12/23

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

Sorbonne Université
Faculté des Sciences et ingénierie DRV
Pour la Présidente et par Délégation
Directrice adjointe du SAIC
Julie ZITTEL

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 **Agencia Estatal Consejo Superior de Investigaciones Científicas M.P.**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of CSIC 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 2

As to **BARCELONA SUPERCOMPUTING CENTER-CENTRO NACIONAL DE SUPERCOMPUTACION (BSC)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 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 limitations 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”)
UCIS4EQ	Access is permitted under the conditions of the AGPL v.3 license. No access to software by other parties is required to perform the tasks described in this document. Selected results can be shared as necessary	The access to the complete version of the Technology will be subject to the conditions of a proprietary license.
MLEMap	Access to this component will be permitted under the conditions of an Open Source license. No access to software by other parties is	The access to the complete version of the Technology will be subject to the conditions of a proprietary license.



	required to perform the tasks described in this document.	
UnifiedCSWflow	Access is permitted under the conditions of the Creative commons CC.4.0 License. Publicly Available at Zenodo repository	Access is permitted under the conditions of the Creative commons CC.4.0 License. Publicly Available at Zenodo repository
Extræe	Access permitted under the condition of the LGPL v2.1 License	Access permitted under the condition of the LGPL v2.1 License
Paraver	Access permitted under the condition of the LGPL v2.1 License	Access permitted under the condition of the LGPL v2.1 License
Dimemas	Access permitted under the condition of the LGPL v2.1 License	Access permitted under the condition of the LGPL v2.1 License
RISC-V Software Development Vehicles (SDV)	Access to the components of this Software Development Vehicle may be granted to partners to the extent needed for the implementation of the project's activities, and under conditions of confidentiality. Access may require a separate agreement. Access for any other purposes will require a separate and specific agreement.	Access to this vehicle beyond the extent needed for the implementation of the project's activities under the stated conditions, including exploitation, will require a separate and specific agreement.
VPU	Access to the implementation of the VPU may be granted to partners to the extent needed for the execution of the project's activities, and under conditions of confidentiality. Access may require a separate agreement. Access for any other purposes will require a separate and specific agreement.	Access to this technology beyond the extent needed for the implementation of the project's activities under the stated conditions, including exploitation, will require a separate and specific agreement.



DLB	Access permitted under the conditions of the LGPL v3 License.	Access permitted under the conditions of the LGPL v3 License.
EPI LLVM compiler	Distributed under Apache 2.0 License with LLVM exceptions.	Distributed under Apache 2.0 License with LLVM exceptions.

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

PARTY 3

As to **INGV**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 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 limitations 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")
HPC probabilistic tsunami hazard assessment workflow developed in ChEESE	Terms and conditions for use is given by CC BY 4.0: https://creativecommons.org/licenses/by-nd/4.0/ Jointly owned by NGI, INGV, and UMA.	Terms and conditions for use is given by CC BY 4.0: https://creativecommons.org/licenses/by-nd/4.0/
HPC probabilistic tephra hazard assessment workflow developed in ChEESE	Terms and conditions for use is given by CC BY 4.0: https://creativecommons.org/licenses/by-nd/4.0/	Terms and conditions for use is given by CC BY 4.0: https://creativecommons.org/licenses/by-nd/4.0/

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

PARTY 4

As to **VEDURSTOFA ISLANDS (VERDUR)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of VERDUR 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 **UNIVERSITY OF STUTTGART (USTUTT)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 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 limitations 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")
Software package "WMS-light". It was developed during ChEESE-1P and is available to everybody as open source under the "Apache License 2.0" license. If a reference to the current version of the software is necessary you can use: https://zenodo.org/record/6340199#.ZBrUWNlo_mE		

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

PARTY 6

As to **CINECA** it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of [NAME OF THE PARTY] 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 **TECHNISCHE UNIVERSITAET MUENCHEN (TUM)**, acting through its Associate Professorship of Hardware-aware algorithms and software for HPC (Prof. Bader), it is agreed between the Parties, to the best of their knowledge, no data, know-how or information of TUM is Needed by another Party for implementation of the xxx 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.

For the avoidance of doubt and for clarity, the following Background shall be expressly excluded:

- all Background generated by personnel, scientists or students at TUM other than those directly involved in the ChEESE 2-P Project;
- all Background generated by personnel, scientists or students at TUM that are directly involved in the ChEESE 2-P Project, which is outside the scope of the tasks to be performed by TUM according to the Consortium Plan of the ChEESE 2-P Project;
- all Background which TUM, due to existing or pending third party rights, is unable to grant access rights to.

PARTY 8

As to **LMU**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **LMU** 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 **Universidad de Málaga (UMA - University of Malaga)**, it is agreed between the Parties that, to the best of their knowledge: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 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 limitations 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”)
UMA developed Tsunami-HySEA code. A GPU-based code specifically designed for tsunami simulations. This code is provided in hydrostatic and non-hydrostatic versions.		
UMA developed Landslide-HySEA and Multilayer-HySEA codes. GPU-based		



codes for landslide generated tsunamis.		
UMA developed MeteoT-HySEA code. A GPU-based code specifically designed for simulation of meteo-tsunami events using observations or synthetic data.		
UMA scientific and technical knowledge about robust and reliable numerical methods able to improve or eventually adapt the current simulation code to specific or special situations.		
UMA GPU coding knowledge. This know-how is important to get FTRT (Faster Than Real Time) tsunami simulations.		

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

PARTY 10

As to **STIFTELSEN NORGES GEOTEKNISKE INSTITUTT**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 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 limitations 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")
HPC enabled local probabilistic tsunami hazard assessment workflow developed in ChEESE	Terms and conditions for use is given by CC BY 4.0: https://creativecommons.org/licenses/by-nd/4.0/ Jointly owned by NGI, INGV, and UMA.	Terms and conditions for use is given by CC BY 4.0: https://creativecommons.org/licenses/by-nd/4.0/ Jointly owned by NGI, INGV, and UMA.
HPC enabled local probabilistic tsunami forecasting	Terms and conditions for use is given by CC BY 4.0: https://creativecommons.org/licenses/by-nd/4.0/	Terms and conditions for use is given by CC BY 4.0: https://creativecommons.org/licenses/by-nd/4.0/



workflow developed in ChEESE	Jointly owned by NGI, INGV, and UMA.	Jointly owned by NGI, INGV, and UMA.
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 11

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
"XSHELLS software-package, developed by Nathanael Schaeffer and others, see https://bitbucket.org/n_schaeff/xshells/ "	See conditions/limitations related to licence CeCILL v2.1 http://www.cecill.info/licences/Licence_CeCILL_V2.1-en.html	See conditions/limitations related to licence CeCILL v2.1 http://www.cecill.info/licences/Licence_CeCILL_V2.1-en.html
"SHTNS library, developed by Nathanael Schaeffer and others, see https://bitbucket.org/n_schaeff/shtns/ "	See conditions/limitations related to licence CeCILL v2.1 http://www.cecill.info/licences/Licence_CeCILL_V2.1-en.html	See conditions/limitations related to licence CeCILL v2.1 http://www.cecill.info/licences/Licence_CeCILL_V2.1-en.html
"pizza software-package, developed by Thomas Gastine and others, see https://github.com/magic-sph/pizza "	See conditions/limitations related to licence GNU GPL Version 3	See conditions/limitations related to licence GNU GPL Version 3

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

PARTY 12

As to **BULL SAS** it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of BULL 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 **CSC**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 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 limitations 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")
Elmer See full description http://www.elmerfem.org/	Access rights are granted under the conditions of the GNU General Public License version 2 (GPL v2) or later version. https://opensource.org/licenses/GPL-2.0	Access rights are granted under the conditions of the GNU General Public License version 2 (GPL v2) or later version.
Elmersolver	Access rights are granted under the conditions of the GNU Lesser General Public License version 2.1 (LGPL v2.1) or later version. https://opensource.org/licenses/LGPL-2.1	Access rights are granted under the conditions of the GNU Lesser General Public License version 2.1 (LGPL v2.1) or later version.

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

PARTY 14

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

Describe Background	Specific limitations and/or conditions for implementation (Article 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 limitations 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")
Meteotsunami forcing in the Adriatic Sea (https://osf.io/xmek4/)	Specific limitations included in the CC-BY	Access rights on background knowledge needed by other parties



	Attribution 4.0 International license.	for the exploitation of their own results shall be given in compliance of the CC-BY Attribution 4.0 International license.
ATAL model global results (https://doi.org/10.5281/zenodo.6503338)	Specific limitations included in the CC-BY Attribution 4.0 International license.	Access rights on background knowledge needed by other parties for the exploitation of their own results shall be given in compliance of the CC-BY Attribution 4.0 International license.

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

PARTY 15

As to **UNI-MAINZ**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **UNI-MAINZ** 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 **Sorbonne Université (SU)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of SU 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.

AFFILIATED ENTITIES OF A PARTY

AFFILIATED ENTITIY OF CNRS

INSTITUT DE PHISIQUE DU GLOBE DE PARIS (IPGP)

As to **IPGP**, it is agreed between the Parties that, to the best of their knowledge (please choose),

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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

ChEESE-2P 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.

Código seguro de Verificación : GEN-ae3e-8375-ee5c-8b8b-85c8-8514-f46d-807b | Puede verificar la integridad de este documento en la siguiente dirección : <https://portafirmas.redsara.es/pf/valida>



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

Código seguro de Verificación : GEN-ae3e-8375-ee5c-8b8b-85c8-8514-f46d-807b | Puede verificar la integridad de este documento en la siguiente dirección : <https://portafirmas.redsara.es/pf/valida>



Attachment 5: NDA for Scientific Advisory Board agreed under Section 6

Agencia Estatal de Investigaciones Científicas, M.P. (hereinafter referred to as CSIC) whose registered office is at calle Serrano 117, 28006, Madrid, Spain represented by Francisco Javier Moreno Fuentes, Vice-President for International Affairs, acting in its capacity as Coordinator of ChEESE-2P Project, duly authorized for the purposes hereof to represent all members of ChEESE-2P Consortium (hereinafter referred to as "Project Members").

Project Members are:

1. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS, M.P. (hereinafter referred to as CSIC). Spain. "The Coordinator".
- 2.
- 3.]

And

[OPTION 1: **Mr./ Ms./ Dr. Name** in its quality of relevant stake holder, provided with Identification Number XXXXX (hereinafter referred to as **Expert Advisor**).]

[OPTION 2: **Name of the Institution/Company**, whose registered office is at X, represented by X, which is represented in the Advisory Board by **Mr./ Ms./ Dr. Name**, (hereinafter referred to as **Expert Advisor**).]

Individually called "Party" or collectively called "Parties"

PREAMBLE

i. CSIC is currently taking part in an action entitled "ChEESE-2P" (hereinafter, the "Project") pursuant to a Consortium Agreement based upon REGULATION (EU) 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)" and under Grant Agreement number XXX.

ii. The Consortium Agreement of the Project provides the appointment of a Scientific Advisory Board (SAB) that assists and facilitates the decisions made by the General Assembly. Based on section 6.5 the Consortium Agreement, the members of the SAB are required to sign a **non-disclosure agreement**, hereinafter referred to as **the "Agreement"**, no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier. Regarding this Agreement, CSIC, as the Coordinator of the Project, according to such section 6.5, will be authorized by the Project Members to act on their behalf.

iii. The Expert Advisor has been appointed as member of the SAB.

iv. The Project Members shall transfer to the Expert Advisor confidential or proprietary information, hereafter called the CONFIDENTIAL INFORMATION, that shall only be used by the Expert Advisor in the context of its internal evaluation and for the purpose of advising and carrying out of the Project, hereinafter referred to as the "Authorized Purpose". The Expert Advisor may disclose proprietary CONFIDENTIAL INFORMATION to the Project Members in the scope of the Authorized Purpose.

Therefore, the Parties, the "RECEIVING PARTY" or the "DISCLOSING PARTY", will participate to discussions and will receive or disclose CONFIDENTIAL INFORMATION.

NOW THEREFORE the Parties agree as follows:

1. Definition of Confidential Information



For the purpose of this Agreement, the terms "CONFIDENTIAL INFORMATION" shall mean:

- (a) any information in tangible form (including, without limitation, papers, emails or information stored on tapes and disks) must be prominently identified as CONFIDENTIAL INFORMATION of the Disclosing Party by appropriate legend, stamp or other marking, or which under the circumstances, should reasonably be considered CONFIDENTIAL INFORMATION and
- (b) any oral or otherwise intangible form of information must be identified at the time of disclosure as being of a confidential or proprietary nature and described in reasonable detail in writing, identified as CONFIDENTIAL INFORMATION and transmitted to the Receiving Party within thirty (30) days of the date of disclosure to the Receiving Party.

2. Ownership and no license of Confidential Information

THE DISCLOSING PARTY is the owner of the CONFIDENTIAL INFORMATION or is allowed to disclose the CONFIDENTIAL INFORMATION to the RECEIVING PARTY. None of these provisions may be interpreted as granting a licence and /or any rights/ or title whatsoever for the use of this CONFIDENTIAL INFORMATION to the RECEIVING PARTY;

3. No warranty

Any CONFIDENTIAL INFORMATION is made available "as is" and no warranties of any kind are granted or implied with respect to the quality of CONFIDENTIAL INFORMATION, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

4. Confidentiality obligations

In consideration of the mutual covenants herein, in order to provide protection against inappropriate use or unauthorized disclosure, The RECEIVING PARTY shall not use such CONFIDENTIAL INFORMATION for any other purpose than the Authorized Purpose, and in particular, the following provisions shall apply:

- a) The RECEIVING PARTY shall treat all CONFIDENTIAL INFORMATION as the confidential property of the DISCLOSING PARTY and agrees not to disclose or distribute any such CONFIDENTIAL INFORMATION to any third party without first obtaining the written consent of the DISCLOSING PARTY.
- b) The RECEIVING PARTY can only disclose the CONFIDENTIAL INFORMATION to such staff members who are bound by secrecy and non-use obligation no less strict than the present Agreement and who need to know such CONFIDENTIAL INFORMATION.
- c) The RECEIVING PARTY shall not publish or communicate all or part of the CONFIDENTIAL INFORMATION, unless authorized in writing by the DISCLOSING PARTY.
- d) Except as set out above or agreed by the DISCLOSING PARTY in writing, the RECEIVING PARTY shall not use, copy in whole or in part, modify or adapt the CONFIDENTIAL INFORMATION in any way, and at the DISCLOSING PARTY's written request, the RECEIVING PARTY shall cease all use of the CONFIDENTIAL INFORMATION and return or destroy all copies of the CONFIDENTIAL INFORMATION in its possession. The authorized representative of the RECEIVING PARTY will formally and duly communicate said destruction.
- e) The RECEIVING PARTY shall not file a patent application or any other title of industrial property including this CONFIDENTIAL INFORMATION.



f) The RECEIVING PARTY shall not use this CONFIDENTIAL INFORMATION with the purpose of direct or indirect exploitation, without the DISCLOSING PARTY's prior written authorization.

5. Exceptions to Confidentiality obligations

The foregoing restrictions shall not apply to information which the RECEIVING PARTY can prove:

- a) was in the possession of the RECEIVING PARTY prior to disclosure by the DISCLOSING PARTY; or
- b) is now or hereafter comes into the public domain other than by default of the RECEIVING PARTY; or
- c) was lawfully received by the RECEIVING PARTY from a third party acting in good faith having a right of further disclosure, or
- d) is required by law or other regulatory authorities to be disclosed by the RECEIVING PARTY, but only to the extent of such order and the RECEIVING PARTY shall immediately inform the DISCLOSING PARTY of such requirement prior to any disclosure, so that the RECEIVING PARTY has the opportunity to protect its interests as much as possible; or
- e) was developed by the RECEIVING PARTY independently from the CONFIDENTIAL INFORMATION received.

6. Breach of the Agreement

The RECEIVING PARTY acknowledges that substantial damage could be done to the DISCLOSING PARTY and to the [Acronym of the Project] CONSORTIUM through a breach of this Agreement, and each Party agrees that the DISCLOSING PARTY may enforce the provisions of this Agreement preventing disclosure and use of CONFIDENTIAL INFORMATION.

The RECEIVING PARTY is obligated to inform the DISCLOSING PARTY immediately in writing about any violation of this Agreement.

7. Duration and Amendments

This Agreement shall enter into force upon its signature by both Parties.

The RECEIVING PARTY shall remain bound by the undertakings given in this Agreement for so long as the CONFIDENTIAL INFORMATION has not been released in the public domain.

For the avoidance of doubt, notwithstanding earlier termination or expiry of this Agreement for any reason, the obligations and restrictions contained in this Agreement shall remain in full force and effect during the Project and for a period of 5 years after the end of the Project, from the date this Agreement is entered into.

This Agreement may be modified only by written agreement of the Parties.

8. Personal Data Protection

When the Project involves access by the Parties to personal data, the Parties shall be regarded as responsible for treatment of said data and shall comply with that laid down in 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, as well as any other applicable national regulations currently in force or introduced in the future to modify and/or replace it.



9. Applicable Law and Settlement of Disputes

In case of dispute regarding the execution or the interpretation of this agreement, the Parties shall elect to resolve the dispute first amicably. In case of persistent dispute, the Courts of Brussels shall be the sole competent court to hear and decide upon the dispute. The law applicable is Belgian law, excluding its conflict-of-law provisions.

AS WITNESS:

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS M.P.
(CSIC)

Acting on behalf of the ChEESE-2P Consortium

Name: Francisco Javier Moreno Fuentes

Position: Vice-president for International Affairs

By Delegation from the President (Resolution published on the Spanish Official Journal dated 28/01/2021)

For the EXPERT ADVISOR:

[OPTION 1:

Name of the Expert Advisor:

Signature:

Date:]

[OPTION 2:

Name (of the legal representative):

Name of the representative in the SAB:

Position:

Signature

Signature:

Date:]

Date:

