

Consortium Agreement



RESONATE

Final Version 06.06.2023

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

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CONSORTIUM AGREEMENT

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

BETWEEN:

1. **Universität Wien (UNIVIE)**, with legal address Universitätsring 1, 1010 Vienna, Austria, the Coordinator,
2. **Fundación Privada Instituto de Salud Global Barcelona (ISGLOBAL)**, provided with VAT number G-65341695, with domicile in Barcelona, carrer del Rosselló, 132, represented by Mr. Gonzalo Vicente Lacambra, with National ID N° 25.445.668-D and professional domicile in Spain, Barcelona 08036, carrer del Rosselló, 132 5º 2ª; in his capacity of General Manager and pursuant to the public deed authorized by the Notary of Barcelona Mr. Tomás Giménez Duart, on January 20th, 2015, under number 116 of his protocol,
3. **EuroHealthNet Asbl (EHNet)**, with legal address at 146 rue Royale, 1000 Brussels, Belgium
4. **Fundacion AZTI - AZTI Fundazioa (AZTI)**, Txatxarramendi ugarte a z/g, 48395 Sukarrieta – Bizkaia, Spain
5. **Etifor SRL (ETIFOR)**, via Alcide de Gasperi 41, 35131 Padova, Italy, VAT 04570440281
6. **Universita Degli Studi Di Padova (UNIPD)**, UNIVERSITA DEGLI STUDI DI PADOVA (UNIPD), established in VIA 8 FEBBRAIO 2, PADOVA 35122, Italy, VAT number: IT00742430283
7. **Nature Based Solutions Institute AB (NBS)**, Algatan 26, 214 46 Malmo, Sweden
8. **Meditcinsky Universitet-Plovdiv (MUP)**, with legal address 15A Vassil Aprilov Blvd. 4002 Plovdiv, Bulgaria, VAT number: BG000455471
9. **Paracelsus Medizinische Privatuniversität Salzburg (PMU)**, Privatstiftung (PMU)/ Paracelsus Medical University Salzburg – private foundation (PMU), with legal address Strubergasse 21, 5020 Salzburg, VAT number ATU 65874011
10. **Uppsala Universitet (UU)**, Institute for Housing and Urban Research, Box 514, 751 20 Uppsala
11. **København Universitet (UCPH)**, with registered offices in Nørregade 10, 1165 Copenhagen K, Denmark
12. **Natuurvoormensen Omgevingspsychologisch Onderzoek (NVM)**, Kruizemuntstraat 94, 7322 MA, Apeldoorn, The Netherlands, represented by A.E.van den Berg, owner
13. **University of Twente (UNTWE)**, with legal address Drienerlolaan 5, 7522 NB Enschede, The Netherlands.

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

and Associated Partner

THE UNIVERSITY OF EXETER (UNEXE), established in THE QUEEN'S DRIVE NORTHCOTE HOUSE EX4 4QJ, EXETER United Kingdom, VAT number: GB142047795, represented by Dr Enda Clarke, Senior Research Development Manager, EU/International.

hereinafter referred to as “Associated Partner”,

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

relating to the Action entitled

Building Individual and community RESilience ThrOugh NATure-based therapies

in short

RESONATE

hereinafter referred to as “Project”

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Associated Partners”

Associated Partners are the entities which participate in the action, but without the right to charge costs or claim contributions. Associated Partners do not accede to the Grant Agreement, but will be Party to the Consortium Agreement and have to comply with the contractual provisions in the same way as other Parties (except the financial provisions section 7).

“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 Steering Committee.

“Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the Steering Committee has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.5 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

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

“Software”

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

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

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

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

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

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

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

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties. Responsibilities for Work Package and Case Study Leaders are specified in clauses 4.2 and 4.3 below.

For the purposes of this Consortium Agreement (e.g. Article 4.2), Associated Partner shall be regarded to be bound by the terms and provisions of the Grant Agreement attached to this Consortium Agreement as **Annex *mutatis mutandis*** as if they were Party to it and in the terms foreseen in clause 4.4. below.

4.2 Responsibilities for Work Package Leads

Work Package Leads take decisions related to work package (WP) coordination and WP technical implementation and will have the following generic responsibilities:

- Day-to-day management and technical and strategic coordination of their respective WP
- Provide key information (deliverables, progress, critical issues, statement of expenditure) to the Project Management Team
- Design their respective detailed Work Package work plan and guide their implementation
- Ensure timely and high-quality delivery of milestones and deliverables
- Communicate and collaborate with other Work Package Leads as well as the Project Partners involved in the Work Package they are responsible for
- Prepare reports for the Funding Authority, as well as monitoring reports for the Project Management Team, following its guidance
- Leaders of WPs 3-8: Will work collaboratively with each other and leads for Case Studies 4-9 to ensure joined-up data planning, collection, and analysis.

4.3 Responsibilities for Case Study Leads

Case Study Leads take decisions related to Case Study (CS) coordination and CS technical implementation and will have the following generic responsibilities:

- Day-to-day management and technical and strategic coordination of their respective CS
- Provide information (progress, critical issues, statement of expenditure) to the Project Management Team
- Design their respective detailed CS work plan and guide its implementation
- Ensure timely and high-quality delivery of milestones and deliverables
- Communicate and collaborate with other CS Leaders as well as Work Package Leaders relevant for the CS coordination and implementation
- Prepare reports for the Funding Authority, as well as monitoring reports for the Project Management Team, following its guidance.
- Leaders of CSs 4-9: Will work collaboratively with each other and leads for WPs 3-8, to ensure joined-up data planning, collection, and analysis.

- Leaders of CSs 4-6: Will work collaboratively with each other and WP7 Leaders and Project Partners to facilitate comparable study designs and practices and support the establishment and successful running of the respective Resilience Hubs.

4.4 Specific responsibilities for Associated Partner

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

The Associated Partner hereby commits to implement the Project tasks attributed to it in Annex 1 of the Grant Agreement.

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

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

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

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

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

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

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

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

4.5 Breach

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

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

4.6 Involvement of third parties

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

4.7 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.

Non-EU/EEA Parties must ensure and demonstrate a data protection adequacy under EU law. Data transferring outside the EU/EEA shall always take place in compliance with GDPR and relevant data protection legislation. In that case, each Party shall implement appropriate measures that can meet EU's data protection standards

At the same time, the Parties, in case of shipment of biological samples (Material) shall conclude a separate material transfer agreement; in the case of data sharing the Parties shall conclude a separate data sharing agreement.

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, except in case of breach of confidentiality.

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

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 Steering Committee 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 Steering Committee.

6 Governance structure

6.1 General structure

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

The **Steering Committee** is the decision-making body of the consortium.

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

6.2 Members

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

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

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

The Parties agree to abide by all decisions of the Steering Committee.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

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

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

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

6.3 Operational procedures for the Steering Committee:

6.3.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the Steering Committee at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

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

6.3.2.3 Sending the agenda:

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

6.3.2.4 Adding agenda items:

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

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

6.3.2.5

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

6.3.2.6

Meetings of the Steering Committee may also be held by tele- or videoconference or other telecommunication means.

6.3.2.7

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

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Steering Committee 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 Members of the outcome of the vote.

A veto according to Section 6.3.5 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.

6.3.4 Voting rules and quorum

6.3.4.1

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

If the quorum is not reached, the chairperson of the Steering Committee 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.

6.3.4.2

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

6.3.4.3

A Party which the Steering Committee has declared according to Section 3 to be a Defaulting Party may not vote.

6.3.4.4

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

6.3.5 Veto rights

6.3.5.1

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 the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.5.2

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

6.3.5.3

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

6.3.5.4

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

6.3.5.5

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

6.3.5.6

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.

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

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

6.3.6.2

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

6.3.6.3

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

6.3.7 Decisions of the Steering Committee

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

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights

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

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the 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).

Appointments

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

External International Expert Advisory Board Members

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

6.4 Coordinator

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 certification) and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2

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

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 Steering Committee 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 International Expert Advisory Board (IEAB)

An external International Expert Advisory Board (IEAB) will be appointed and steered by the Steering Committee. The IEAB shall assist and facilitate the decisions made by the Steering Committee.

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

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

By way of exception to Section 6.4.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the IEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the IEAB. The NDA for the IEAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5. The NDA may only be signed by the Coordinator in the exact form that was approved in Attachment 5 of this Consortium Agreement, with completion of the missing information. Any amendment shall require new approval.

The Coordinator shall write the minutes of the IEAB meetings and submit them to the Steering Committee. The IEAB members shall be allowed to participate in Steering Committee meetings upon invitation but have not any voting rights.

7 Financial provisions

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

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Excess payments

A Beneficiary has received excess payment

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

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

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining 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 Beneficiary earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Beneficiary earning such revenue. The other

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 Beneficiary as set out in the Consortium Plan, the Beneficiary shall reimburse the funding reduction suffered by other Beneficiaries.

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

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

In addition, a Defaulting Beneficiary shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiary in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The Steering Committee 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 Beneficiary are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

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

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

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

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

7.2.2

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

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

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is

equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

7.2.3 VAT regarding the Beneficiary NVM

This Consortium Agreement concerns a Research Cooperation within a framework funded by the EU that is exempt from VAT according to applicable case law in the Netherlands (ECLI:NL:RBSGR:2012:BV9696). According to this ruling, the Beneficiaries/Parties and the EU cannot be regarded as consumers of the services of NVM. NVM is therefore not obliged to pay VAT and can claim an hourly rate including VAT. Should this ruling not be applicable to this Consortium Agreement or change in any way, NVM will hold harmless the Beneficiaries/Parties from any damage caused by any VAT payment under this Consortium Agreement.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

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

Unless otherwise agreed:

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

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

8.3 Transfer of Results

8.3.1

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

8.3.2

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

8.3.3

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

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1 Subject to the terms in the Grant Agreement and this Consortium Agreement, the Parties shall endeavour to disseminate Results by means of scientific publications, presentations at symposia, etc. All dissemination activities shall be subject to established academic standards and custom (e.g. Co-Authorship, Grant Agreement Number, EU-funding sources etc.).

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

Prior notice for **short publications** such as abstracts, presentations and posters shall be given to the other Parties as soon as possible, and with no less than 15 (fifteen) calendar days prior to the presentation or the submission of the poster.

Prior notice of planned **long publications** (with a length over 1000 (onethousand) words), e.g. abstracts, academic articles, manuscripts shall be given to the other Parties at least 45 (fortyfive) calendar days before the submission.

8.4.2.2

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 as follows:

- for dissemination of short publications, the objection(s) should be given as soon as possible and no later than 7 (seven) calendar days after receipt of the notice,

- for long publications, the objection(s) should be made within 30 (thirty) calendar days after receipt of the notice.

If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.3

An objection is justified if

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

The objection has to include, to the extent possible, a precise request for necessary modifications.

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

The objecting Party can request a publication delay of not more than 90 (ninety) calendar days from the time it raises such an objection. After this 90 calendar day delay the publication is permitted, provided that, if applicable, the Confidential Information of the objecting Party has been removed from the Publication.

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 and in any case providing that the source of the Results or Background is properly and fully cited.

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

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

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

9.4.2

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

9.4.3

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

9.5 Access Rights for entities under the same control

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

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

9.8.1 Definitions relating to Software

“Application Programming Interface” or “API”

means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled License Terms" means terms in any license that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c) is not under Controlled License Terms.

"Object Code" means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

"Software Documentation" means Software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a Software programme.

"Source Code" means Software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section **Fehler! Verweisquelle konnte nicht gefunden werden..**

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 Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the Steering Committee to implement such introduction into the Consortium Plan.

[Option] In case of an [approved] introduction of Software under Controlled License Terms' in the Project, the Controlled License Terms shall prevail over any conflicting provisions of this Consortium Agreement for affected original and derivative Background and Results.

9.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

- Access Rights to the Object Code; and,
- where normal use of such an Object Code requires an API, Access Rights to the Object Code and such an API; and,

- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access Rights to the Source Code, Access Rights to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4 Software license and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an agreed number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section **Fehler! Verweisquelle konnte nicht gefunden werden.**, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section **Fehler! Verweisquelle konnte nicht gefunden werden.** of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable Software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.**, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section **Fehler! Verweisquelle konnte nicht gefunden werden.**, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section **Fehler! Verweisquelle konnte nicht gefunden werden.** shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

10 Non-disclosure of information

10.1

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

10.2

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

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

10.3

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

10.4

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

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

10.5

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

10.6

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

10.7

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

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6)

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

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

Written notice:

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

This Agreement may be executed by electronic signature and a counterpart of this Agreement executed by both Partners delivered by electronic transmission will be as effective as a manually executed counterpart of this Agreement delivered by postmail.

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.3.7 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 endeavour to settle their disputes amicably.

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

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

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

1 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.

For the Coordinator Universität Wien

Signature(s)

Name(s) Univ.-Prof. Dr. Manuela Baccarini

Title(s) Vice-Rector for Research and International Affairs

Date



U 
Manuela Baccarini

Fundación Privada Instituto de Salud Global Barcelona (ISGLOBAL)

Signature(s)

25445668D

Firmado digitalmente
por 25445668D

Name(s) Gonzalo Vicente Lacambra

GONZALO

.GONZALO VICENTE (R:
G65341695)

Title(s) General Manager

VICENTE (R:

Fecha: 2023.06.15

G65341695)

12:57:37 +02'00'

Date

EuroHealthNet Asbl (EHNet)

Signature(s)

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

Name(s): Caroline Costongs

Title(s): Director

Date: 08/06/2023

Fundacion AZTI - AZTI Fundazioa (AZTI)

Signature(s)

Name(s): Rogelio Pozo Carro

Title(s): General Manager

Date: 21st June 2023



Digitally signed by 15940877Z
ROGELIO POZO (R: G48939508)
DN: cn=15940877Z.ROGELIO POZO
(R: G48939508) gn=ROGELIO c=ES
o=FUNDACION AZTI- AZTI
FUNDAZIOA
Reason: I am the author of this
document
Location:
Date: 2023-06-21 08:31+02:00

Etifor SRL (ETIFOR)

Signature(s)

Name(s) Alessandro Leonardi

Title(s) Chief Executive Officer

Date 06/06/2023



Etifor S.r.l. Società Benefit

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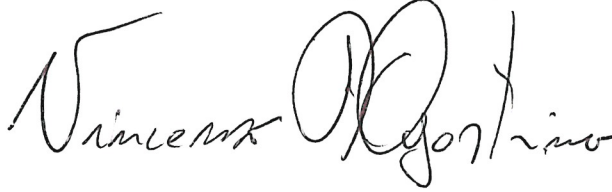
Universita Degli Studi Di Padova (UNIPD)

Signature(s)

Name(s) Vincenzo D'Agostino

Title(s) Director, Department of TESAF (Territorio e Sistemi Agro-Forestali)

Date 06/06/2023



Nature Based Solutions Institute AB (NBS)

Signature(s)

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

Name(s) Johan Östberg

Title(s) Owner/Director

Date 2023-06-08

Meditsinsky Universitet-Plovdiv (MUP)



Signature(s)

Name(s) Prof. Dilyana Vicheva, MD, PhD

Title(s) Vice-Rector for International Cooperation and Project Activities

Date: 07.06.2023

Paracelsus Medizinische Privatuniversität Salzburg (PMU)

Signature(s)

Name: Univ.-Prof. Dr. Wolfgang Sperl

Title: Rector

Date



Name Univ.-Prof. Dr. Ludwig Aigner

Title: Vice-Rector for Research

Date



Uppsala Universitet (UU)

Signature(s)

A handwritten signature in blue ink, appearing to read 'Tora Holmberg', is written over a faint, light blue circular watermark or stamp.

Name(s) Tora Holmberg (tora.holmberg@soc.uu.se)

Title(s) Vice-Rector

Date 2023-06-14

København Universitet (UCPH)

Signature(s):  9E402F43119A45A...

Name(s) **Poul Petersen**

Title(s) Senior Consultant
Research & Information Security,
Research Services

Date: 19 June 2023

Natuurvoormensen Omgevingspsychologisch Onderzoek (NVM)

Signature(s)

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

Name(s) Agnes E. van den Berg

Title(s) Owner

Date 15 June 2023

University of Twente (UNTWE)

Signature(s) 

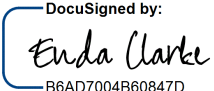
Name(s) Prof. dr. ir. B. P. Veldkamp

Title(s) Portfolioholder Research BMS

Date 07-06-2023

Associated Partner

University of Exeter (UNEXE)

Signature(s) 
Name(s) Enda Clarke

Title(s) Cluster Lead, EU/International Team

Date 07 June 2023 | 14:59 BST

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 **UNIVERSITÄT WIEN (UNIVIE)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UNIVIE 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 **Fundación Privada Instituto de Salud Global Barcelona (ISGLOBAL)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>Data, know-how or information generated prior to the RESONATE Project by ISGlobal researchers directly involved in the RESONATE Project.</p>	<p>Access for implementation is only granted to the extent it is needed for the partners concerned to carry out their tasks in the Project and provided that ISGlobal is able to grant Access Rights to said Background including legal restrictions or limits, including those imposed by third parties. Access rights are subject to written request.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>	<p>The Fundación Privada Instituto de Salud Global Barcelona (ISGlobal) hereby excludes from its obligation to grant “Access Rights to Background” all Background generated by ISGlobal other than that generated by the scientists or research group/s participating in the Consortium, furthermore, any Background generated by the participating scientists or research group/s which is not directly related to the present project. ISGlobal also considers excluded all Background derived from a non EU-project which ISGlobal due to third party rights is not able to grant access rights to.</p>

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

PARTY 3

As to **EuroHealthNet Asbl (EHNet)**, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 4

As to **Fundacion Azti - Azti Fundazioa (AZTI)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of Fundación AZTI – AZTI Fundazioa 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 **Etifor SRL (ETIFOR)**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ETIFOR 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 6

As to **Universita Degli Studi Di Padova (UNIPD)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
SIMRA’s Manual, included its Technical Annexes, for social innovation evaluation (published material)	Available to implement Task 7.2, guaranteeing proper citation of the material and informing SIMRA Coordinator in written	Further exploitation of these data requires a specific agreement between parties.
Indicators and methods to evaluate Social Capital and other social innovation-related issues	Available to implement Task 7.2	Further exploitation of these data requires a specific agreement between parties.
Stakeholders’ attitudes, perceptions, trust, willingness to collaborate in SIAs from previous projects and studies carried out by UNIPD in Italy	Available to implement Task 7.3 and WP8 process evaluations	Further exploitation of these data requires a specific agreement between parties
Stakeholders’ contacts and characteristics from previous projects and studies carried out by UNIPD in Italy	Available to implement Tasks 7.2 and 7.3, and WP8 process evaluations	Further exploitation of these data requires a specific agreement between parties

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

PARTY 7

As to **Nature Based Solutions Institute AB (NBS)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of NBS 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 8

As to **Meditsinsky Universitet-Plovdiv (MUP)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Meditsinsky Universitet-Plovdiv (MUP)**, 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 **Paracelsus Medizinische Privatuniversität Salzburg (PMU)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **PMU** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 10

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Three manualized health interventions and associated materials: Restoration skills training (ReST), an adapted conventional mindfulness training course, and an adapted nature prescription program	Available to implement Case Study 7, guaranteeing proper citation of the material.	Further exploitation of these materials requires a specific agreement between parties.

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

PARTY 11

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

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

PARTY 12

As to **Natuurvoormensen Omgevingspsychologisch Onderzoek (NVM)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of NVM 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 **University of Twente (UNTWE)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UNTWE 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.

ASSOCIATED PARTNER

As to the Associated Partner **University of Exeter (UNEXE)**, 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. No data, know-how or information of UNEXE 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

RESONATE 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].

Universität Wien

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, Vienna

Universität Wien

Signature(s)

Name(s)

Title(s)

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

For Uppsala universitet:

- Uppsala universitet Invest AB, company registration no. 556525-6046
- Uppsala universitets Projekt AB, company registration no. 556517-9941
- Uppsala universitet Research Intellectual Property AB, company registration no. 559012-3328
- Participating researchers employed by Uppsala universitet (natural persons)

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

For Uppsala universitet:

- Uppsala universitet Invest AB, company registration no. 556525-6046
- Uppsala universitets Projekt AB, company registration no. 556517-9941
- Uppsala universitet Research Intellectual Property AB, company registration no. 559012-3328

Attachment 5: NDA for External Expert Advisory Board agreed under Section 6 (Template)

This agreement is executed by and between:

All the Partners of the RESONATE Consortium having adhered to the Consortium Agreement (“Consortium”) for the performance of the Project **Building Individual and community RESilience ThrOUGH NATure-based therapies** entitled in short “**RESONATE**”

represented by Mathew White from **Universität Wien (UNIVIE)**,
In its capacity as the Coordinator of the Consortium
Duly authorised for the purpose hereof by the RESONATE Partners (“Partners”) upon signature of the RESONATE Consortium Agreement dated [date]¹ to execute this NDA on behalf of the Partners.

Hereinafter referred to as “Discloser”

and

..... [full name of the person or institution]
Hereinafter referred to as “Recipient”

Both, hereinafter collectively referred to as “Parties” and individually as “Party”.

Whereas the Coordinator acting on its behalf and on behalf of the Partners and/or whereas the Parties may provide the external persons with some relevant information regarding the RESONATE Project (the “Information”), which can be considered as confidential (“Confidential Information”). Confidential Information shall mean any and all Information that is disclosed on or after the date of signature of this NDA, in whatever form or mode of communication, by any of the Partners (each referred to as “Discloser”) to the Recipient.

For the avoidance of doubt, the provisions for Dissemination of another Partner’s unpublished Results or Background provided for in Section 8 of the Consortium Agreement for the RESONATE Project remain applicable to any such disclosure by the Coordinator on behalf of the RESONATE Consortium.

1.1 Any Confidential Information provided by the Discloser orally or in written form, on the occasion of External Advisory Board (EAB) meetings which the Recipient will be invited to attend, shall at all times be and remain the property of the Discloser and/or the Partners, and shall be used by the Recipient for the sole purpose of generating advisory reports relating to the RESONATE project (“the Purpose”).

1.2 The Confidential Information shall at all times be held in strict confidence and under conditions of secrecy, and shall not, without the prior written consent of the Discloser, be disclosed or used for any purpose other than for the Purpose, be disclosed to any third party or used for the benefit of any third party.

1.3 The provisions of Clause 1.2 shall not apply to any Confidential Information:

(a) which, at the time of receipt, is in the public domain;

¹ Will be added after conclusion of Consortium Agreement.

- (b) which, after receipt becomes part of the public domain by publication or otherwise by lawful and proper means;
- (c) which can be established by documentary evidence was in the Recipient's possession prior to receipt from the Discloser, and was acquired with free rights of disposal directly or indirectly from a source wholly independent of the Discloser;
- (d) which can be established by documentary evidence was independently developed by the Recipient who had no knowledge of the information disclosed hereunder;
- (e) which was subsequently received from a third party with good legal title thereto.

1.4 Access to Confidential Information shall be restricted by the Recipient to the minimum number of employees and colleagues necessary for the Purpose herein ("Authorised Users"), and such employees and colleagues shall be made aware that the information is confidential, and shall be bound by confidentiality obligations at least as strict as those contained herein.

1.5 Upon completion of the Purpose and in absence of any further written agreement with the Discloser, information, which is in tangible form, shall be promptly returned to the Discloser, except for one copy, which may be retained in legal files for the sole purpose of determining continuing legal obligations of confidentiality hereunder. Such return shall not affect the obligation under Clause 1.2 to keep information confidential.

1.6 Nothing in this Non-Disclosure Agreement shall be construed as placing the Discloser under any obligation to grant future rights to information in any subsequent agreement or as a grant of any right whatsoever (under a licence or any other way), in particular to substances, inventions, creations, results or discoveries this Confidential Information relates to, which may or may not be covered by an intellectual property right. Likewise, for author's rights or any other rights attached to the literary and artistic proprietary (copyright) trademarks or trade secrets. In particular, the Recipient undertakes not to file any patent application, directly or indirectly, or any other industrial property rights, which include or implement all or part of the Discloser's Confidential Information or which refer to it. It also undertakes not to file any patent application, or any other industrial property rights to any results obtained during the Project.

1.7 This Non-Disclosure Agreement may be terminated ipso jure by either Party, at any time and for any reason, subject to a thirty (30) days' notice given by registered letter with acknowledgement of receipt, the other Party not being entitled to claim any form of compensation.

1.8 This Non-Disclosure Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof, and shall not be modified, except by written mutual agreement.

1.9 This Non-Disclosure Agreement takes effect from the date of signature, and shall be governed by the laws of Belgium. Any dispute in connection with the existence, validity, interpretation or performance of the Non-Disclosure Agreement that the Parties are unable to resolve out of court within two (2) months of the earliest petitioner serving notice on the other Party shall be settled by the competent court of Belgium. The confidentiality obligations shall expire four (4) years after the end of the RESONATE project.

Anticipatory termination of this Non-Disclosure Agreement shall not discharge the Parties from their obligations as regards the use, disclosure and protection of the received Confidential Information, nor shall it alter the scope thereof; these obligations remain in force for the term specified in clause 1.9.

I/my organisation are NOT subject to a conflict of interest in connection with this grant and will notify — without delay — any situation which could give rise to a conflict of interest.

Done in 2 original copies

Recipient of Confidential Information

I, the undersigned, by my signature, agree to the above terms and conditions.

Signature

Name (print or type)

Place

Date

Discloser of Confidential Information, the Coordinator, Mathew White, on behalf of and representing the Partners of this Project:

Signature

Name (print or type)

Place

Date