

Consortium Agreement

ERA_FABRIC

Project full name: Framing and bridging regional research and innovation ecosystems capacities for a renewed ERA

Project number: 101094821

Type of action: HORIZON-CSA

Version [3] – [09/12/2022]

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

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Change Records

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| Version 3 | 7/12/2022 | Change in person signing the document for WUT |
| Version 2 | 5/12/2022 | Contribution from partners included. Mistakes and typo amended Additional specifications included |
| Version 1 | 14/11/2022 | Initial draft based on previous CSA projects |

CONSORTIUM AGREEMENT

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

BETWEEN:

ART-ER-SOCIETA' CONSORTILE PER AZIONI (ART-ER), PIC 899261102, established in VIA PIERO GOBETTI 101, BOLOGNA BO 40129, Italy, the Coordinator, represented by Marina Silverii, Executive Director

FUNDACIO EURECAT (EURECAT), PIC 928030235, established in AVENIDA UNIVERSITAT AUTONOMA 23, CERDANYOLA DEL VALLES (BARCELONA) 08290, Spain, represented by represented by Xavier Lopez Luján

ECOPLUS. NIEDEROSTERREICHS WIRTSCHAFTSAGENTUR GMBH (ECOPLUS), PIC 996700415, established in NIEDEROSTERREICHRING, HAUS A 2, ST POLTEN 3100, Austria, represented by Helmut Miernicki, CEO, and Martin Fassl, Senior Management.

INESC TEC - INSTITUTO DE ENGENHARIADE SISTEMAS E COMPUTADORES, TECNOLOGIA E CIÊNCIA (INESCTEC), PIC 999513706, established in RUA DR ROBERTO FRIAS CAMPUS DA FEUP, PORTO 4200 465, Portugal, represented by João Alberto Vieira de Campos Pereira Claro, Chief Executive Officer

CONSIGLIO NAZIONALE DELLE RICERCHE (CNR), PIC 999979500, established in PIAZZALE ALDO MORO 7, ROMA 00185, Italy, represented by Prof Giulio Salerno, Director Issirfa-CNR

TRONDHEIM TECH PORT (TTP), PIC 887659223, established in OLAV TRYGGVASON'S GATE 2B, TRONDHEIM 7011, Norway, represented by Lars Reyes-Gjølme

SVEUČILIŠTE U SPLITU (UNIST), PIC 999818189, established in RUDERA BOSKOVICA 31, SPLIT 21000, Croatia, represented by Professor Dragan Ljutić, PhD, Rector

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AGENTIA DE DEZVOLTARE REGIONALA NORD-VEST (ADRNV), PIC 998907844, established in SAT RADAIA 50, 407059, BACIU CLUJ, Romania, represented by Livia Sanda Cătană, general interim director

POLITECHNIKA WARSZAWSKA, WARSAW UNIVERSITY OF TECHNOLOGY (**WUT**), PIC 999884052, established in PLAC POLITECHNIKI 1, 00-661, WARSZAWA, Poland, represented by Professor Krzysztof Zaremba, PhD, DSc, Rector

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

Framing And Bridging Regional research and Innovation ecosystems Capacities for a renewed ERA

in short

ERA_FABRIC

hereinafter referred to as "Project"

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

"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 4.2 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Software”

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

2 Purpose

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

This Consortium Agreement supplements and does not substitute the provisions set out in the Grant Agreement.

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

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

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

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the 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.

4.2 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 and/or transfer of tasks to other partners.

4.3 Involvement of third parties

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

4.4 Specific responsibilities regarding data protection

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

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

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality or damage caused by a willful act.

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

A Party's liability shall not be limited under 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.

6 Governance structure

6.1 General structure

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

The **Steering Committee (SC)** which 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 in this Consortium Agreement.

The **Work Package Leader (WPL)** is the coordinator of the Work Package (WP). The work of the Parties under each WP is supervised by the concerned Work Package Leader performing the tasks assigned to it as described in the Grant Agreement and in 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. Each Member shall nominate a substitute in case of inability to attend the meetings having the same authorisations.

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.

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;
- shall participate in a cooperative manner in the meetings;
- could be supported by technical experts providing the technical contribution on the implementation of the activities and on the quality of the products. The technical experts participate in the meetings of the Steering Committee without having the right to vote.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings

The chairperson of the Coordinator shall convene ordinary meetings of the Steering Committee at least once every six months and shall also convene extraordinary meetings when considered necessary and decided by the SC itself.

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 51% 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 7 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.

6.3.4.3

A Party which the Steering Committee has declared according to Section 4.2 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 a decision during the meeting or within 10 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 a decision within 10 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 7 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 (i.e the Consortium Plan), raised by a WP Leader or a Party;
- Changes to the Consortium Plan to be approved by the Granting Authority (including budget aspects);
- 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)

- Changes to the Consortium Agreement

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

Appointments

- External 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 canceled.

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.

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 Work Package Leaders

Each Work Package has a designated Work Package Leader (WPL) responsible for:

- Coordinating the Tasks of the Work Package assuring the active involvement of the partners in the implementation of the activities and in the production of the deliverables of the coordinated WP in compliance with the established deadlines and indications given by the Steering Committee;
- Ensuring the quality control of the Tasks and the Deliverable of the Work Packages the WPL is responsible for;
- Preparing the corresponding high-quality Work Package periodic Reports and Deliverables respecting timing and milestones. For this purpose, they will gather all contributions needed from the Partners involved in the Work Package implementation;
- Dealing with all issues concerning the implementation of activities described in Annex I of the Grant Agreement;
- Monitoring all Project activities in order to have regularly an up-to-date idea of state of progress of the Project, the performance of the concerned Parties responsible for the activities of the work package;
- Timely informing the Coordinator of any changes and adjustments to the original Work Plan and/or Consortium Plan, related to the led work package, at any time deemed necessary, in order to discuss the issue at the Steering Committee;
- Supporting the Coordinator in handling any disagreement that may arise among the Parties involved in the work package execution .

6.6 External Advisory Board (EAB)

An External Advisory Board (EAB) will be appointed and steered by the Steering Committee. The EAB, composed of up to 5 experts in compliance with gender equality criteria, 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 EAB member.

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 EAB member, in order to protect Confidential Information disclosed by any of the Parties to any EAB member. The NDA for the EAB members is enclosed in Attachment 4. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 4.

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.

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

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Excess payments

A Party has received excess payment

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

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

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

7.1.5 Revenue

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

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

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

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

In particular, the Coordinator shall:

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

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

7.2.2

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

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties after receipt of payments from the Granting Authority in separate installments as agreed below:

| | |
|-------------------------------|---|
| 55 % of the budget - MIM (5%) | on receipt of Pre-financing |
| 25 % of the budget | on approval of the interim report by the Granting Authority |
| 20% of the budget + MIM (5%) | on receipt of the final payment |

Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party 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 Party when this is suggested by or agreed with the Granting Authority.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 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

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

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

Excluded from the need of prior notice are submissions of abstracts to scientific meetings and congresses, provided that they do not disclose details of research or confidential information of other Parties, and provided that the submission can be retracted if objections by other Parties occur. Such abstracts need to be sent to the other Parties right away upon submission.

8.4.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or

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

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

8.4.2.3

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

8.4.2.4

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

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

8.4.6 Authorship

The Parties agree to take into the highest consideration academic standards and custom in terms of authorship on publications. In accordance with normal scientific practice, all investigators and contributors to a publication will be acknowledged.

8.4.7 Open access principles

As defined in Annex I of the Grant Agreement, the Parties will comply with the obligations related to open access publishing of scientific articles and the defined provisions on open access to research data. Additional provisions and requirements will be defined in the Data Management Plan that all Parties will follow.

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 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".

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

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

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.

10 Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or

when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2

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

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

10.3

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

10.4

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

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

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 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 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

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

11.4 Assignment and amendments

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

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.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be first submitted by the Parties to the Work Package Leader concerned.

The Project Coordinator may be involved in the conflict resolution if requested by a Party or by the Work Package Leader. In case the Work Package Leader fails to reach an amicable agreement within 10 days from the date on which the dispute was referred to it the dispute shall be submitted to consideration of the Steering Committee.

The Parties will always try to reach an agreement on conflicts.

The Steering Committee shall issue a final decision by consensus within 15 days from the date on which the dispute was referred to it. In case consensus is not possible the decision shall be taken by majority of more than 2/3. The Parties involved in the dispute shall refrain from participating in such a final decision.

Should the concerned Parties fail to reach an amicable settlement, the 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.

12 Signatures

AS WITNESS:

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

ART-ER-SOCIETA' CONSORTILE PER AZIONI

Signature 

Name: Marina Silverii

Title: Executive Director

Date: 12 December 2022

FUNDACIO EURECAT

Signature

Name: Xavier Lopez Luján

Title: Executive and Operations Director

Date:

ECOPLUS. NIEDEROSTERREICHS WIRTSCHAFTSAGENTUR GMBH

Signature

Name: Helmut Miernicki

Martin Fassi

Title: CEO

Senior Management

Date:

INESC TEC - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES, TECNOLOGIA E CIÊNCIA

Signature

Name: João Alberto Vieira de Campos Pereira Claro

Title: Chief Executive Officer

Date:

CONSIGLIO NAZIONALE DELLE RICERCHE

Signature

Name: Giulio Salerno

Title: Director of ISSIRFA -CNR

Date:

TRONDHEIM TECH PORT

Signature

Name: Lars Reyes-Gjølme

Karianne Tung

Title: Senior Adviser

CEO

Date:

SVEUČILIŠTE U SPLITU

Signature

Name: Professor Dragan Ljutić, PhD

Title: Rector

Date:

MASARYKOVA UNIVERZITA

Signature

Name: Professor Martin Bares, Ph.D.

Title: Rector

Date:

AGENTIA DE DEZVOLTARE REGIONALA NORD-VEST

Signature

Name: Livia Sanda Cătană

Title: General Interim Director

Date:

POLITECHNIKA WARSZAWSKA

Signature

Name: Professor Krzysztof Zaremba, Phd, DSc

Title: Rector

Date:

Attachment 1: Background included

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

PARTY 1 ART-ER

No data, know-how or information of **ART-ER-SOCIETA' CONSORTILE PER AZIONI** 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 FUNDACIO EURECAT

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

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

PARTY 3 ECOPLUS

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

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

PARTY 4 INESC TEC

No data, know-how or information of **INESC TEC** 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 CONSIGLIO NAZIONALE DELLE RICERCHE

No data, know-how or information of **CONSIGLIO NAZIONALE DELLE RICERCHE** 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 TRONDHEIM TECH PORT

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

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

PARTY 7 SVEUČILIŠTE U SPLITU

No data, know-how or information of **UNIVERSITY OF SPLIT** 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 MASARYKOVA UNIVERZITA

No data, know-how or information of **MASARYKOVA UNIVERZITA** 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 AGENTIA DE DEZVOLTARE REGIONALA NORD-VEST

No data, know-how or information of **AGENTIA DE DEZVOLTARE REGIONALA NORD-VEST** 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 POLITECHNIKA WARSZAWSKA

No data, know-how or information of **Politechnika Warszawska** 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

ERA_FABRIC Consortium Agreement, version [..., YYYY-MM-DD]

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

Norwegian University of Science and Technology (NTNU), PIC 999977851, established in Høgskoleringen 1, 7034 Trondheim, Norway, affiliate partner linked to party Trondheim Tech Port

Attachment 4: NDA for External Advisory Board agreed under Section 6

Used NDA model is the one provided by the IPR helpdesk available at

https://intellectual-property-helpdesk.ec.europa.eu/regional-helpdesks/european-ip-helpdesk/europe-useful-documents_en

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT [the Agreement] is entered into on this [insert number of day] day of [insert Month and year] by and between:

1. [Insert official name of the potential partner or participant], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [the Discloser]

and

2. [Insert official name of the potential partner or participant], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [the Recipient]

WHEREAS:

The Discloser and Recipient hereto desire [to participate in early discussions regarding the entering into future collaboration as a European Funded Project in the field of (...)] or [to submit a proposal for a collaborative project in response to the call (identify the call) under (identify the EU-funded Programme)] or [to evaluate entering into partnership or business collaboration for the purpose of (identify the undertaking intended to perform)]

Throughout the aforementioned discussions, the Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

1. Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;

(iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;

(iv) trade secrets; plans for products or services, and customer or supplier lists;

(v) any other information that should reasonably be recognized as Confidential

Information by the Discloser.

1.2 The Discloser and the Recipient agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information.

Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Recipient hereby acknowledge that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

(i) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;

(ii) was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);

(iii) is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;

(iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);

(iv) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

2. Purpose of the Disclosure of Confidential Information

The Discloser and Recipient will enter on discussions regarding future collaboration toward European Funded Project in the field of [...] or [will submit a proposal for a collaborative project in response to the call (identify the call) under (identify the EU funded Programme)]

or [will enter into or evaluate alternatives for partnership or collaboration with [name of the Recipient] for the purpose of [identify the undertaking intended to perform or achieve]].

3. Undertakings of the Recipient

3.1 In the context of discussions, preparations or negotiations, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

3.2 The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient.

Principally, nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.

3.8 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10 The Recipient agrees that the Discloser will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Discloser shall be entitled to obtain injunctive relief against a threatened

breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, noninfringement of third party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

4. Miscellaneous

4.1 Duration and Termination

4.1.1 This Agreement shall remain in effect for a term of [number of months or years] term. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.1.2 If the Discloser and Recipient succeed in the call for proposal referred to in clause 2 and sign the corresponding Grant Agreement (GA) and Consortium Agreement (CA), or entered into partnership under any other kind of collaborative agreement (COA) or association agreement (AA), the non-disclosure provisions of the CA, COA and AA shall [supplement or supersede] this Agreement. In the event that non-disclosure provisions are not provided for the said private agreements in equal terms as stated herein, this Agreement shall remain in force until the end of the collaboration undertaken or after [months or years] of its termination.

4.2 Applicable Law and Jurisdiction

This Agreement shall be construed and interpreted by the laws of [choose the applicable law]. The court of [choose the jurisdiction to settle disputes] shall have jurisdiction.

4.3 Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

4.4 Subsequent Agreements

Ancillary agreements, amendments or additions hereto shall be made in writing.

4.5 Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

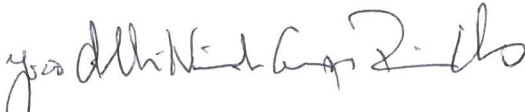
FOR [insert name of participant or potential or current partner]

[insert name of representative]

[insert title]

Done at [place] on [date]

INESC TEC - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES, TECNOLOGIA E CIÊNCIA

Signature 

Name: João Alberto Vieira de Campos Pereira Claro

Title: Chief Executive Officer



Date: 21/12/2022