

Consortium Agreement



[SEATBELT]

Version [5] – [15092022]

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

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as "Horizon Europe Regulation"), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on 01.07.2022, hereinafter referred to as the "Effective Date"

BETWEEN:

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS) 3 rue Michel Ange 75794 Paris Cedex France, the Coordinator,

COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA) 25 rue Leblanc 75015 Paris Cedex France,

POLYKEY POLYMERS SL (PK), AVENIDA TOLOSA 72, SAN SEBASTIAN 20018, Spain,

LIFE CYCLE ENGINEERING SPA (LCE), VIA TENENTE MORELLO 13, CASTELLAMONTE TO 10081, Italy,

CENTRE DE RECHERCHES METALLURGIQUES ASBL (CRM), RUE RAVENSTEIN 4, BRUXELLES 1000, Belgium,

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS M.P. (CSIC), CALLE SERRANO 117, MADRID 28006, Spain,

BLUE SOLUTIONS (BS), established in ODET, ERGUE GABERIC 29500, France,

WESTFAELISCHE WILHELMS-UNIVERSITAET MUENSTER (MEET), SCHLOSSPLATZ 2, MUENSTER 48149, Germany,

UNIVERSIDAD DEL PAIS VASCO/ EUSKAL HERRIKO UNIBERTSITATEA (UPV/EHU), BARRIO SARRIENA S N, LEIOA 48940, Spain,

IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE (ICL), SOUTH KENSINGTON CAMPUS EXHIBITION ROAD, LONDON SW7 2AZ, United Kingdom,

ZENTRUM FUR SONNENENERGIE- UND WASSERSTOFF-FORSCHUNG BADENWURTEMBERG (ZSW), MEITNERSTRASSE 1, STUTTGART 70563, Germany,

CENTRO DE INVESTIGACION COOPERATIVA EN ENERGIAS ALTERNATIVAS FUNDACION, CIC ENERGIGUNE FUNDAZIOA (CICe), CALLE ALBERT EINSTEIN 48 PARQUE TECNOLÓGICO DE ALAVA, MINANO ALAVA 01510, Spain,

INSTITUT MAX VON LAUE - PAUL LANGEVIN (ILL), 71 AVENUE DES MARTYRS, GRENOBLE 38000, France,

RENAULT SAS (RENAULT), AVENUE DU GENERAL LECLERC 122-122 BIS, BOULOGNE BILLANCOURT 92100, France,

EURO SUPPORT ADVANCED MATERIALS BV (ES), LIESSENTSTRAAT 9 F, UDEN 5405 AH, Netherlands

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

relating to the Action entitled

SOLID-STATE LITHIUM METAL BATTERY WITH IN SITU HYBRID ELECTROLYTE

in short

SEATBELT

hereinafter referred to as "Project"

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Associated Partner"

Associated Partners are Entities which participate in the Action, but without the right to charge costs or claim contributions.

"Consortium Body"

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

"Consortium Plan"

Consortium Plan means the Description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Project General Assembly.

“Defaulting Party”

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

“Fair and Reasonable conditions”

Fair and Reasonable conditions means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged. Notwithstanding the above, with respect to Parties not established for the purpose of directly carrying on an industrial or commercial activity (for instance public bodies), considering their specific positioning, “Fair and Reasonable conditions” necessarily means a financial compensation in case of direct or indirect industrial or commercial exploitation.

“Granting Authority”

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

“Internal Research Activities”

Internal Research Activities means exclusively non-commercial research activities of a Party carried out on its own without the benefit of any third parties. In the case of Universities or other Research Organizations, Internal Research Activities also include non-commercial activities for the purpose of teaching or education.

“Legitimate Interests”

Legitimate Interests means a Party's interest of any kind, particularly a commercial interest which may be claimed in the cases provided for in this Consortium Agreement such as: (i) for Protection the Party must show that failure to take account of its interest would result in its suffering disproportionately high level of harm, (ii) for Dissemination the Party has to declare it considers that its legitimate interests in relation to its Results or Background could suffer disproportionately great harm.

“Needed”

Needed means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Software”

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

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If:

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

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

3.3 Survival of rights and obligations

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

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

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.

Without constituting any form of warranty, each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach

In the event that the Project General Assembly identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Project General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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

4.3 Involvement of third parties

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

4.4 Specific responsibilities regarding data protection

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

applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

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 the amount of the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement. An Associated Partner's aggregate liability towards the other Parties collectively shall be limited to the Associated Partner's external and/or own funding to the Project.

At the time of signature, ICL's external and /or own funding is € 226238.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence 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 Project General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Project General Assembly.

5.5 Export control

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

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

6 Governance structure

6.1 General structure

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

The **Project General Assembly (PGA)** 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 Project General Assembly 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 Project General Assembly, unless decided otherwise by the Project General Assembly.

The Parties agree to abide by all decisions of the Project General Assembly.

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 Project General Assembly:

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 Project General Assembly 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 Project General Assembly the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6

Meetings of the Project General Assembly 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 Project General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by at least 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 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 Project General Assembly 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 Project General Assembly 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 Project General Assembly 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 Project General Assembly 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 Project General Assembly

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

The following decisions shall be taken by the Project General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- 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

Appointments

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

- International Advisory Board Members

In the case of abolished tasks as a result of a decision of the Project General Assembly, 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 Project General Assembly 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 Project General Assembly 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 Advisory Board (IAB)

An International Advisory Board (IAB) will be appointed and steered by the Project General Assembly. The IAB shall assist and facilitate the decisions made by the Project General Assembly.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each IAB 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 IAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the IAB. The NDA for the IAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

The Coordinator shall write the minutes of the IAB meetings and submit them to the Project General Assembly. The IAB members shall be allowed to participate in Project General Assembly 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 60 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

7.1.5 Revenue

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

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

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

In addition, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The Project General Assembly 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 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 without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Party concerned.

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

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 Internal Research 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 Project General Assembly.

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

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

8.4.2.2

An objection is justified if

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

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

8.4.2.3

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

8.4.2.4

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

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

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 Project General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. The owning Party may impose to the Party requesting an Access Right the execution of a separate licence agreement.

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

Access rights to Results for Internal Research 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 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 Project General Assembly to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Non-disclosure of information

10.1

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

designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, during the Project and 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 International Advisory Board agreed under Section 6)
- Attachment 6 (Obligations of Associated Partners)

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.

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

unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

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

12 Signatures

AS WITNESS:

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

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)

Signature(s)

Name(s)

Title(s)

Date 21/10/2022

COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)

Signature(s)

Name(s) François LEGALLAND

Title(s) Director of LITEN

Date 10/10/2022

POLYKEY POLYMERS SL (PK)

Signature(s)

Name(s)

Title(s)

Date

General Secret
20 September 2022

LIFE CYCLE ENGINEERING SPA (LCE)

Signature(s)

Name(s) G-IA

Title(s) LEC

Date 22 September 2022

CENTRE DE RECHERCHES METALLURGIQUES ASBL (CRM)

Signature(

Name(s)

Title(s)

Date



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

Signature(s)

Name(s) Francisco Javier Moreno Fuentes

Title(s) Vice-president for International Affa

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

Date 05-09-2022

BLUE SOLUTIONS S.A.S. (BS)

Signature(s)

Name(s) Jean-Luc MONFORT

Title(s) CEO

Date 22/09/2022



WESTFAELISCHE WILHELMS-UNIVERSITAET MUENSTER (MEET)

Signature(s)

Name(s)

Title(s)

Date 27.09



UNIVERSIDAD DEL PAIS VASCO/ EUSKAL HERRIKO UNIBERTSITATEA (UPV/EHU)

Signature(s)

Name(s)

Title(s)

Date

21/09/2022



IMPERIAL COLLEGE

MEDICINE (ICL)

Signature(s)

Name(s) James L

Title(s) Contracts

Date

27/09/2022

**ZENTRUM FÜR SONNENENERGIE- UND WASSERSTOFF-FORSCHUNG BADENWÜRTTEMBERG
(ZSW)**

Stuttgart, **18. OKT. 2022**

Ulm, **18. OKT. 2022**



Prof. Dr. Frithjof Staiß
(Member of the Board / CEO)

Prof. Dr. Markus Hölzle
(Member of the Board / Head of Division GB EC)

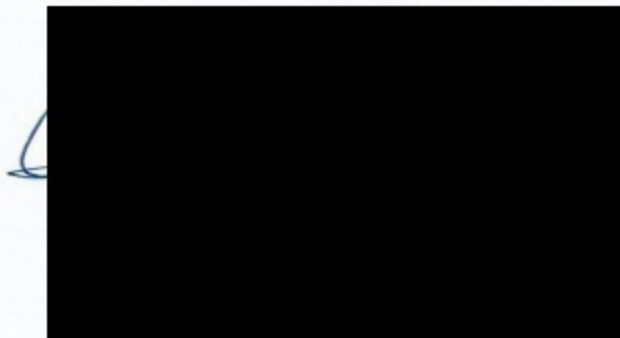
**CENTRO DE INVESTIGACION COOPERATIVA DE ENERGIAS ALTERNATIVAS FUNDACION, CIC
ENERGIGUNE FUNDAZIOA (CICe)**

Signature(s)

Name(s) Nuria Gisbert Trejo

Title(s) Director General

Date 27/09/2022



INSTITUT MAX VON LAUE - PAUL LANGEVIN (ILL)

Signature(s)

Name(s) Martin Walter

Paul Langan

Title(s) Head of Administration

Director

Date 22/09/2022



RENAULT SAS (RENAULT)

Signature(s)

Name(s) Jean

Title(s) Directe

Date 20 / 09 /

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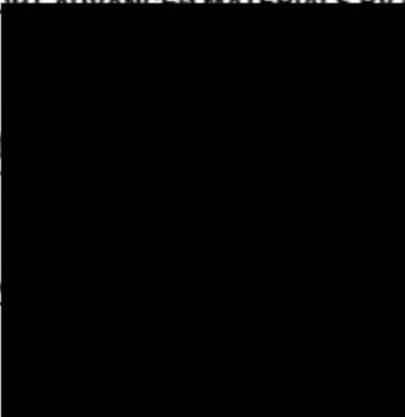
EURO SUPPORT ADVANCED MATERIALS BV (ES)

Signature(s)

Name(s)

Title(s)

Date

A large black rectangular redaction box covers the signature and name area. To the left of the box, the handwritten text "J" and "P" are visible, corresponding to the "Name(s)" and "Title(s)" labels respectively. Below the "Date" label, the handwritten number "12" is visible.

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 CNRS

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

Describe Background	Specific 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”)
Competence in cathode formulation, elaboration, fabrication for battery comprising liquid- or solid-based electrolyte and battery cycling.	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.
Expertise in studying the current collector and cathode interface by the means of electrochemical, impedance and physico-chemical techniques.	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.
Battery and electrochemical cell assembly and comprising either liquid, gel, and/or solid based materials in coin, Swagelok, or pouch cells and their testing under pressure and temperature (protocols for cyclability, power curves or ageing) of GEN3, 4 and 5 battery type.	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.

Expertise in electrochemical analysis of battery material and interfaces (study of ionic transport properties, bulk properties, and interfaces' behavior) by electrochemical, impedance and physico-chemical methodologies.	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.
Development of instrumentations for operando and in-situ analysis of electrochemical cells (mechanics, electromechanics, X-ray and Neutron imaging).	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.
Interface analysis of ex-situ (ante- and post-mortem), in-situ and operando cells.	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.
Expertise in recycling protocols	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.
Competence in mechanical simulation.	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.
Competence in Life Cycle Assessment	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.
Patent application n° FR1652306 – « Batterie lithium métal polymère utilisant un matériau haut potentiel ($\text{LiFe}_{0.4}\text{Mn}_{0.6}\text{PO}_4$) à l'électrode positive et un copolymère à bloc conducteur unipolaire (PSTFSiLi-POE-PSTFSiLi) »	N/A	N/A

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

Party 2 CEA

No data, know-how or information of **CEA** 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 PK

As to **POLYKEY POLYMERS SL (PK)**, 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")
PCT/ES2019/070311 METHOD FOR THE SYNTHESIS OF POLYETHERS	Background access for implementation of the project tasks shall be royalty-free	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 activities shall be granted on a royalty-free basis.

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

Party 4 LCE

As to **LIFE CYCLE ENGINEERING SPA**, 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")
Commercial or LCE proprietary data base storing environmental burden of materials and processes that will be involved in the construction of the LCA model of the analysed system	<ul style="list-style-type: none"> – Direct access to commercial or LCE proprietary data base is excluded. Only derived information will be exposed to the other partners. 	<ul style="list-style-type: none"> – Direct access to commercial or LCE proprietary data base is excluded. Only derived information will be exposed to the other partners.

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

Party 5 CRM

As to **CRM**, 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")

Competence in vacuum deposition processes R2R (ACCS)		
Formulation of protective and conductive coatings for current collectors by liquid route (CRM)		
Expertise in pyrometallurgy, vacuum purification (CRM)		

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

Party 6 CSIC

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

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

Party 7 BS

As to **BLUE SOLUTIONS S.A.S.**, 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	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to

	background", sub-section "Access rights for implementing the action")	results and background", sub-section "Access rights for exploiting the results")
Patent application n° FR1652306 – « Batterie lithium métal polymère utilisant un matériau haut potentiel (LiFe _{0,4} Mn _{0,6} PO ₄) à l'électrode positive et un copolymère à bloc conducteur unipolaire (PSTFSiLi-POE-PSTFSiLi) »	N/A	N/A
Patent application n° FR1655239 – « Traitement thermique pour optimisation des performances de batteries Lithium Métal Polymère »	N/A	N/A
Patent application n° FR1758601 - Batterie LMP avec polymère fluoré type PVDF	N/A	N/A
Patent application n° FR1760904 – « Utilisation du nitrate de lithium en tant que sel de lithium comme promoteur de SEI dans une batterie lithium-métal gélifiée »	N/A	N/A
Patent application n° FR1760903 – « Utilisation d'un mélange de sels à titre d'additif dans une batterie au lithium gélifiée »	N/A	N/A
Patent application n° FR1871953 – « Electrolyte copolymère à blocs réticulés et gélifié »	N/A	N/A
Patent application n° FR1901268 – « Procédé d'extraction de lithium d'une	N/A	N/A

batterie électrique comprenant du lithium métallique solide »		
Patent application n° FR19 15685 – « Electrode composite comprenant un métal et une membrane polymère, procédé de fabrication et batterie la contenant »	N/A	N/A
Patent application n° FR2007128 – « Membrane séparatrice hybride pour batterie »	N/A	N/A
Expertise in electrochemical characterizations of lithium metal battery films and materials		
Expertise in polymer-based cathodes and electrolytes formulations for batteries; dry, gel or composite formulations		
Development of industrial processes for lithium metal and others battery films manufacturing and cells assembly		
Expertise in recycling protocols		

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

Party 8 WWU-MEET

No data, know-how or information of **WWU-MEET** 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 UPV/EHU

No data, know-how or information of **UPV/EHU** 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 ICL

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

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

Party 11 ZSW

No data, know-how or information of **ZSW** 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 CICE

As to **CICe** 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 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")
Competence in atomistic stimulation	N/A	N/A
<p>Background on solid state electrolytes and solid state batteries:</p> <ul style="list-style-type: none"> - Synthesis, processing and characterization of materials: <ul style="list-style-type: none"> - Halide electrolytes Li_3YCl_6, Li_3YBr_6, Li_3InCl_6 synthesized via ball milling or water-mediated route. - Mixed -metal chlorospinel $\text{Li}_2\text{In}_x\text{Sc}_{0.666-x}\text{Cl}_4$ ($0 < x < 0.666$) prepared via solid solid state synthesis under temperature - Integration of self-standing polymer and composite tapes in Li metal-based full cells. <ul style="list-style-type: none"> - Cell design and electrochemical testing. - Post-mortem analysis and interfacial characterization. 	The access to the background shall be agreed between parties where necessary.	The access to the background shall be agreed between parties where necessary.

<ul style="list-style-type: none"> - Development of alternative processing techniques for higher structural/ion transport control in composites. - Integration of composite membranes in full cells with various cathodes (LFP, layered Oxides, Sulphur-based) and Li metal, and alloys as anode. <ul style="list-style-type: none"> - Cathode formulation with solid catholyte (ceramic-polymeric composite catholyte). Assembly with electrolyte. - Cathode deposition on a substrate in a single sheet process or roll to roll process. - Cathode calender. - Protective layer/ SEI formation on the Li or Na anode (when the ceramic filler is not compatible with Li metal or Na metal). - Electrochemical testing in coin cell configuration. - Cell design, assembly and electrochemical testing using coin and pouch cell configuration. - Conditioning/formation of solid-state batteries. - Post-mortem analysis and interfacial characterization. 		
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<ul style="list-style-type: none"> - Development of ceramic rich composite electrolyte with presence of active fillers with integration in coin and pouch cells. - Processing of self-standing halide thin films via wet casting. Formulation and post-processing steps (drying temperature, calendaring or stacking pressure) - Integration of halide tapes in full cells with layered oxide active materials and Li metal anode <ul style="list-style-type: none"> • Cathode formulation with halides, binder and electronic conductive additive • Cathode deposition on a substrate in a single sheet or in roll to roll process. • Processing of bilayers (cathode-electrolyte) or trilayers (cathode-electrolyte-Li metal) via calendaring or applying uniaxial pressure • Electrochemical testing in pouch cell, coin cell, swagelok and on cell under pressure • Post-mortem analysis and interfacial characterization - Conditioning /formation of solid-state batteries. 		
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This represents the status at the time of signature of this Consortium Agreement

PARTY 13 ILL

As to **INSTITUT MAX VON LAUE - PAUL LANGEVIN (ILL)**, 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")
Competence in redaction and preparation of proposals and execution of experiments at neutron/x-ray large scale facilities.		
Competence in design of operando experimental setups for imaging. Competence in Analysis/reconstruction of neutron/x-ray Tomographic datasets.		

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

PARTY 14 RENAULT SAS

No data, know-how or information of **RENAULT SAS** 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 15 **ES**

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

Party 1: CNRS

CNRS lists as Third Parties: Université Savoie Mont-Blanc (USMB), Université Grenoble Alpes (UGA) and Institut d'ingénierie et de management (Grenoble INP).

Party 7

For Blue Solutions S.A.S. (BS) the following entities are listed:

- Bolloré SE;
- Blue Solutions Canada Inc.;
- Capacitor Sciences Inc.;
- Bluebus S.A.S.;
- Bluestorage S.A.S.

Party 10

Imperial College of Science, Technology and Medicine

Imperial College Innovations Limited

incorporated in England and Wales with registered number 03918307 and whose registered office is Level 1 Faculty Building, C/O Imperial College, Exhibition Road, London, SW7 2AZ

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

Party 5

The following company is under direct control of CRM: ADVANCED COATINGS & CONSTRUCTION SOLUTIONS (AC&CS scrl), a Belgian company, with registered office at Allée de l'Innovation, 1 - B57 Quartier Polytech 3 - 4000 Liège (Belgium)

Party 7

For Blue Solutions S.A.S. (BS) the following entities are listed:

- Bolloré SE;
- Blue Solutions Canada Inc.;
- Capacitor Sciences Inc.;
- Bluebus S.A.S.;
- Bluestorage S.A.S.

PARTY 14

For Renault, the following entities are listed: (i) Renault-Nissan B.V.; (ii) Nissan Motor Co., Ltd.; (iii) Mitsubishi Motors Corporation; (iv) Alliance Purchasing Organization S.A.S.; and (v) their respective Affiliates.

Party 15

Euro Support Manufacturing Czechia, s.r.o. Záluží 1 436 70 LITVÍNOV the Czech Republic

Euro Support Special Projects BV and Euro Support BV - Liessentstraat 9F 5405 AH Uden The Netherlands.

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

CNRS Ref. : xxxx

NON DISCLOSURE AGREEMENT

BY AND BETWEEN

The CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, a public scientific and technological establishment, having its registered offices located at 3 rue Michel-Ange, 75794 PARIS Cedex 16, France, represented by its Chairman and CEO, Mr. Antoine PETIT, who has delegated signing authority for this agreement to Ms Marjorie Fraisse, Regional Director of the Alpes Delegation, located at 25 avenue des Martyrs BP 166 38042 Grenoble Cedex 9 – France,

hereinafter referred to as "CNRS"

Acting in its own name, and as Coordinator of SEATBELT HEURO Action (GA N° 101069726), on behalf of SEATBELT partners, hereinafter referred to as "Participants" and listed hereafter:

COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA),

POLYKEY POLYMERS SL (PK),

LIFE CYCLE ENGINEERING SPA (LCE), ,

CENTRE DE RECHERCHES METALLURGIQUES ASBL (CRM,

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS (CSIC),

BLUE SOLUTIONS (BS),

WESTFAELISCHE WILHELMS-UNIVERSITAET MUENSTER (MEET),

UNIVERSIDAD DEL PAIS VASCO/ EUSKAL HERRIKO UNIBERTSITATEA (UPV/EHU),

IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE (ICL),

ZENTRUM FUR SONNENENERGIE- UND WASSERSTOFF-FORSCHUNG BADENWURTEMBERG (ZSW),

CENTRO DE INVESTIGACION COOPERATIVA DE ENERGIAS ALTERNATIVAS FUNDACION, CIC ENERGIGUNE FUNDAZIOA (CICe),

INSTITUT MAX VON LAUE - PAUL LANGEVIN (ILL),

RENAULT SAS (RENAULT),

EURO SUPPORT ADVANCED MATERIALS BV (ES)

AND

Mrs. / Mr. [name and surname to be completed], of [nationality to be completed] nationality, born on the [to be completed] in [place of birth to be completed], living at [address to be completed], having the capacity to contract,

hereinafter referred to as "Mrs./Mr. XXX",

The CNRS and Mrs./Mr. XXX are hereinafter referred to as "PARTIES" or individually as "PARTY"

WHEREAS:

- the Participants have submitted a Project to the European Commission relating to the Action entitled "SEATBELT: SOLID-STATE LITHIUM METAL BATTERY WITH IN SITU HYBRID ELECTROLYTE" (Grant number 101069726)
- Mrs./Mr. XXX is specialized in [to be completed],
- The PARTIES wish to enter into discussions regarding [describe the object of the discussions], hereinafter referred to as the "OBJECT".

For that purpose the PARTIES agree that each of them is likely to disclose confidential information to the other one.

Thus, the PARTIES agree to conclude the present agreement (hereinafter referred to as the « AGREEMENT ») to ensure the protection of the confidential information and to fix the related rights and obligations of the PARTIES.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 - DEFINITION

« CONFIDENTIAL INFORMATION » under the AGREEMENT shall mean:

- Any and all information and/or data of any nature, and in any form whatsoever, whether patented or not, that is disclosed in any way (including without limitations oral and written disclosures or disclosures fixed on any medium whatsoever) by a PARTY ("DISCLOSING PARTY") to the other PARTY ("RECEIVING PARTY") under the AGREEMENT; For the avoidance of doubt, the term "PARTY" shall include any Participant (as defined above);
- Any and all information and/or data of any nature, and in any form whatsoever, whether patented or not (including without limitations oral and written disclosures or disclosures fixed on any medium whatsoever), that the RECEIVING PARTY, or its representatives, might have received or discovered, or that might have been disclosed to the RECEIVING PARTY, directly or indirectly, in any way, any form and on any support whatsoever, hitherto known or unknown, during any visit of the RECEIVING PARTY in the DISCLOSING PARTY's premises and/or laboratories;
- Any information regarding the existence, execution or signature of the AGREEMENT;
- Any invention described in the PATENTS and the related know-how.

It is understood that the DISCLOSING PARTY reserves the right to disclose only such CONFIDENTIAL INFORMATION that it deems necessary to the implementation of the OBJECT.

"PATENT" under the AGREEMENT shall mean the following patents and patent applications:

[identify and list the patents if any]

As well as any and all patents resulting wholly or in part from such applications, and all rights resulting therefrom, including related patents, divisional applications, patent renewals, reissues, re-examinations and extensions relating thereto.

Article 2 - PURPOSE

The purpose of the AGREEMENT is to set forth the rules related to the protection and use of the CONFIDENTIAL INFORMATION that the PARTIES wish to exchange under the AGREEMENT.

It is understood between the PARTIES that no product or sample can be exchanged during the AGREEMENT. The transfer of any product or sample from a PARTY to the other shall be subject to the signature of a specific agreement fixing the rules regarding this transfer.

Article 3 - OBLIGATIONS OF THE PARTIES

3.1 The PARTIES agree, as from the signature of the AGREEMENT and during all its term, to hold in strict confidence, not to disclose and not to use directly or indirectly the CONFIDENTIAL INFORMATION received under the AGREEMENT, without the prior and written authorization of the other PARTY.

3.2 The RECEIVING PARTY undertakes, except prior written agreement of the DISCLOSING PARTY:

- a) to deem the CONFIDENTIAL INFORMATION as strictly confidential and to treat it with the same degree of care and protection that it would apply to its own CONFIDENTIAL INFORMATION (but in any event not less than reasonable care);
- b) not to use the CONFIDENTIAL INFORMATION for other purposes than for the purpose set forth in the AGREEMENT;
- c) not to copy, reproduce or duplicate, totally or partially the CONFIDENTIAL INFORMATION for other purposes than those of the implementation of the OBJECT;
- d) not to disclose the CONFIDENTIAL INFORMATION that it holds under its responsibility except, when applicable, to the members of its staff that need it for the purpose set forth in the AGREEMENT, and to ensure that such members of its staff use CONFIDENTIAL INFORMATION only for the purpose set forth in the AGREEMENT;
- e) when appropriate, take any measures that are deemed necessary so that, when applicable, the members of its staff that need to know of the CONFIDENTIAL INFORMATION agree, before any communication, to treat it with the same degree of care than the one resulting from the present AGREEMENT.

In any case and when applicable, the RECEIVING PARTY remains liable towards the DISCLOSING PARTY for the respect by its staff of the obligations described in the present article.

Any and all other disclosure or use of the CONFIDENTIAL INFORMATION shall require the prior, written agreement of the DISCLOSING PARTY.

Article 4 - EXCEPTIONS

4.1 Notwithstanding the dispositions of Article 3, each PARTY may disclose or use the CONFIDENTIAL INFORMATION if and so far that they can prove that:

- a) it was already lawfully in the RECEIVING PARTY's possession before the conclusion of the AGREEMENT;
- b) it was publically available prior or after its communication, but in this latter case without any fault of the RECEIVING PARTY;
- c) it was legally received from a third party;
- d) it was developed independently and in good faith by members of its staff who didn't have an access to the CONFIDENTIAL INFORMATION;
- e) the use or disclosure of the CONFIDENTIAL INFORMATION was authorized in writing by the DISCLOSING PARTY.

4.2 In the event the RECEIVING PARTY is required by law, regulation, or court order to disclose any of the DISCLOSING PARTY's CONFIDENTIAL INFORMATION, such disclosure shall be limited to that only portion which is legally required. The RECEIVING PARTY agrees to inform the DISCLOSING PARTY as soon as possible and prior to any disclosure, in order to facilitate the DISCLOSING PARTY taking all appropriate measures to preserve the confidentiality of the information.

Article 5 - LIMITS OF THE AGREEMENT

5.1 No provision of this AGREEMENT shall establish an obligation for the PARTIES to enter any other kind of agreement or contractual relationship. The purpose of the AGREEMENT is to exchange information. The AGREEMENT is not an offer, or a proposition or a promise to contract with the other PARTY. It could not be interpreted or regarded as an act of society, a partnership, collaboration or an association between the PARTIES. Affectio societatis between the PARTIES is hereby expressly excluded.

5.2 All CONFIDENTIAL INFORMATION and its reproductions as well as associated intellectual property rights shall remain the exclusive property of the DISCLOSING PARTY.

5.3 No provision of this AGREEMENT shall be understood as:

- A waiver of protection of CONFIDENTIAL INFORMATION by patent or any other intellectual property rights by the DISCLOSING PARTY;
- A transfer of any right over the CONFIDENTIAL INFORMATION by the DISCLOSING PARTY to the RECEIVING PARTY; the RECEIVING PARTY undertakes not to file, directly or indirectly, any patent application or industrial property title on the CONFIDENTIAL INFORMATION disclosed by the DISCLOSING PARTY;
- A right for the RECEIVING PARTY to make a profit, in a direct or indirect way on the CONFIDENTIAL INFORMATION. Any use of the CONFIDENTIAL INFORMATION for other purposes than those described herein shall lead, if necessary, to the prior signature of a specific AGREEMENT setting the terms and conditions of such use.

Article 6 - WARRANTY - LIABILITY

6.1 The CONFIDENTIAL INFORMATION exchanged between the PARTIES is transferred « as is » and without any warranty of any kind whatsoever, in particular without any warranty of answering to a specific need, without any warranty of accuracy or correctness, without any warranty of eviction and without any warranty that third parties are not counterfeiting the rights.

6.2 Such CONFIDENTIAL INFORMATION is used by the PARTIES at their sole expense and respective risks. Consequently, no liability may be sought towards neither PARTY for any damage or harm resulting from the use of the CONFIDENTIAL INFORMATION. No PARTY shall be held liable for the impossibility to use entirely or partially the CONFIDENTIAL INFORMATION.

Article 7 - DURATION

7.1 The AGREEMENT shall take effect from the [date to be completed] OR at the date of the last signature and shall stay in force for a period of *one (1) year*.

7.2 Following termination or expiry of the AGREEMENT, the obligations regarding the exchanged CONFIDENTIAL INFORMATION shall survive for five (5) years.

Article 8 - TERMINATION

The AGREEMENT may be terminated at any time, by any PARTY, following a written thirty (30) calendar days" notice made by registered letter with acknowledgement of receipt sent to the other PARTY.

Article 9 - COMMUNICATIONS - NOTIFICATIONS

9.1 Any communication of CONFIDENTIAL INFORMATION under the AGREEMENT shall be made by the employee(s) of the DISCLOSING PARTY to the employee(s) of the RECEIVING PARTY below listed as entry point(s), or to any other employee which shall be further designated in writing by each respective PARTY as entry point:

CNRS entry point(s):

Mr Didier DEVAUX didier.devaux@cnrs.fr

9.2 Any notice relating to the implementation or interpretation of the AGREEMENT shall be validly made to the respective contacts that the PARTIES have indicated below. Any notice shall, in order to be validly opposed to the other Parties, be made by registered letter with acknowledgment of receipt or email with acknowledgment of receipt immediately confirmed by mail in the last case and shall be deemed valid as from the date of delivery.

For the CNRS:

CNRS

Délégation Alpes, Service Partenariat et Valorisation

25, rue des Martyrs - 38042 Grenoble - FRANCE

a.spv-responsable_service@dr11.cnrs.fr

For Mrs./Mr. XXX:

Address: [to be completed]

Mail: [to be completed]

Article 10 - DESTRUCTION - RETURN

Unless otherwise agreed between the PARTIES, the CONFIDENTIAL INFORMATION as well as any and all of its copies thereof, exchanged between the PARTIES shall be destroyed or returned to the DISCLOSING PARTY upon receipt of a written request, sent in a fifteen (15) days period following the termination or expiry of the AGREEMENT. The PARTIES commit to provide a destruction certificate upon request of the other PARTY.

Article 11 - AMENDMENT

Any modification of the AGREEMENT shall be subject to an amendment signed by both PARTIES.

Article 12 - ENTIRETY OF THE AGREEMENT

This AGREEMENT constitutes the complete and exclusive agreement between the PARTIES with respect to the OBJECT, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

Article 13 - INTUITU PERSONAE

The AGREEMENT is executed intuitu personae. Consequently, no PARTY is authorised to transfer all or part of the rights and obligations defined in the AGREEMENT to a third party without the prior written agreement of the other PARTY.

Article 14 - LITIGATION – APPLICABLE LAW

14.1 This AGREEMENT is governed by French law.

14.2 In the event of a disagreement regarding the interpretation or execution of this AGREEMENT, the PARTIES shall make their best efforts to settle their dispute out of court. Should the disagreement persist two (2) months following reception from a PARTY of a written notice of complaint sent by the other PARTY, the matter shall be referred to the French courts having jurisdiction.

Executed in Grenoble in two (2) original copies, one (1) for each signing PARTY

For the CNRS (acting in its own name, and as Coordinator of SEATBELT HEURO Action, on behalf of the Participants)

Name:

Capacity:

Date:

Signature:

For Mrs./Mr. XXX

Date:

Signature:

Attachment 6: Obligations of Associated Partners

The Associated Partner, ICL, based on their agreement with the revised Description of Action, agrees to the following obligations:

- To contribute to the project's communication and dissemination activities, and in the risk management, in a manner generally accepted by projects of this nature.
- When requested by the project management and the respective work package leaders, to provide the appropriate information for the completion of the required project periodic reports.
- To contribute to the work they have agreed to participate in. These involve the following tasks, deliverables, and services/installation: