



Consortium Agreement

Version 6, April 2020



This Consortium Agreement is based on the DESCA Horizon 2020 Model Consortium Agreement.
See www.DESCA-2020.eu

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This CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes.

Between:

01. HELMHOLTZ-ZENTRUM FUER UMWELTFORSCHUNG GMBH – UFZ – UFZ, ESTABLISHED IN PERMOSER STRASSE 15, LEIPZIG 04318, GERMANY, THE CO-ORDINATOR

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Pursuant to the decision of January 25th, 2018, giving power of signatory to a Regional Delegate for the coordination of partnership agreements for a unit within his or her district, together with other units under other CNRS districts, the Paris Michel Ange Regional Delegation, represented by Hélène Maury, shall sign this agreement on behalf of the Ile-de-France Villejuif delegation

For CNRS, the following Linked Third Parties carry out part of the tasks of the action. They are not members of the consortium, but they sign a statement attached to this agreement to confirm that they will work by the principles laid out in this document:

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CNRS and IPGP acting for and on behalf of the Joint Research Unit UMR 7154 and the Joint Service Unit UMS 3454, managed by M. Marc Chaussidon

L’INSTITUT NATIONAL DE RECHERCHE POUR L’AGRICULTURE, L’ALIMENTATION ET L’ENVIRONNEMENT, ETABLISSEMENT PUBLIC À CARACTÈRE SCIENTIFIQUE ET TECHNOLOGIQUE – INRAE, ESTABLISHED IN RUE DE L’UNIVERSITE 147, 75338 PARIS CEDEX 07, France

INRAE working on this project as a Linked Third Party of CNRS in the framework of the 2012 ALLENI convention.

INRAE gives mandate to CNRS to sign the current Consortium Agreement.

06. UNITED KINGDOM CENTRE FOR ECOLOGY & HYDROLOGY – UKCEH, ESTABLISHED IN MACLEAN BUILDING, BENSON LANE, OX10 8BB, OXFORD, UNITED KINGDOM

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14. BEN-GURION UNIVERSITY OF THE NEGEV – BGU, ESTABLISHED IN 84105, BEER SHEVA, ISRAEL
15. TECHNION – ISRAEL INSTITUTE OF TECHNOLOGY – IIT, ESTABLISHED IN SENATE BUILDING TECHNION CITY, 32000, HAIFA, ISRAEL
16. CONSIGLIO NAZIONALE DELLE RICERCHE – CNR, ESTABLISHED IN PIAZZALE ALDO MORO 7, 00185, ROMA, ITALY
17. LATVIJAS UNIVERSITATE – LU, ESTABLISHED IN RAINIS BOULEVARD 19, 1586, RIGA, LATVIA
18. SOVON VOGELONDERZOEK NEDERLAND – SOVON, ESTABLISHED IN TOERNOOIVELD 1, 6525 ED, NIJMEGEN, THE NETHERLANDS
19. EUROPEJSKIE REGIONALNE CENTRUM EKOHYDROLOGII POLSKIEJ AKADEMII NAUK – ERCE PAN, ESTABLISHED IN UL. TYLNA 3, 90-364, LODZ, POLAND
20. FACULDADE DE CIENCIAS DA UNIVERSIDADE DE LISBOA – FCUL, ESTABLISHED IN CAMPO GRANDE C5 PISO 3, 1749016, LISBOA, PORTUGAL
21. UNIVERSITATEA DIN BUCURESTI – UB, ESTABLISHED IN MIHAIL KOGALNICEANU STREET 36-46 SECTOR V, 050107, BUCURESTI, ROMANIA
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23. INSTITUTE OF LANDSCAPE ECOLOGY OF THE SLOVAK ACADEMY OF SCIENCES – ILE SAS, ESTABLISHED IN STEFANIKOVA 3, 814 99, BRATISLAVA, SLOVAKIA
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26. SVERIGES LANTBRUKSUNIVERSITET – SWEDISH UNIVERSITY OF AGRICULTURAL SCIENCES – SLU, ESTABLISHED IN ALMAS ALLE 8, 750 07, UPPSALA, SWEDEN
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28. – NORWEGIAN INSTITUTE FOR WATER RESEARCH – NIVA, ESTABLISHED IN GAUSTADALLÉEN 21, 0349 OSLO, NORWAY

hereinafter, jointly or individually, referred to as "Parties", "Beneficiaries", "Party" or "Beneficiary" relating to the Action entitled

Integrated European Long-Term Ecosystem, Critical Zone and Socio-Ecological Research Infrastructure – Preparatory Phase Project

in short

eLTER PPP

hereinafter referred to as “Project”

Whereas:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).

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 EC (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCAs model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

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

“Grant Agreement” means the Grant Agreement No. 871126 concluded between the Parties and the European Commission and the related agreed budget.

“Funding Authority” means the body awarding the grant for the Project, for eLTER PPP, this is the European Commission.

“Consortium” means the Parties which have signed or acceded to this Consortium Agreement and which remain participants in the Project.

“Consortium Body” means any management body described in the Governance Structure section of this Consortium Agreement.

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

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

“Open Source” means software that is allowed to be used and distributed as described by the definition given in Open Source Initiative (<http://www.opensource.org/>), hereafter Controlled License Terms. The license policy of the Open Source software has to be named in the list of the license policies given in <http://www.opensource.org/licenses/alphabetical>.

Section 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.

Section 3: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature (Attachment 5) of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the start date of the Project as specified in the Grant Agreement 871126, that is, 1 February 2020, hereinafter referred to as the Effective Date.

An additional entity becomes a Party to the Consortium Agreement upon signature of the accession document by such additional entity and the Coordinator after approval of the Parties according to Section 6.3.1.2. 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 Funding Authority or a Party, or is terminated, or if a Party's participation in the Grant Agreement is terminated, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

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

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

Section 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 according to Belgian Law.

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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 a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, e.g. improper implementation of the project or significant delays, the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within thirty 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 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.

As an exception, if one party has conducted a breach as described above, and as a result of this breach, a second party cannot perform as envisaged in the Grant Agreement (e.g., because a planned hand-over of intermediate results did not occur), this second Party may not be declared a Defaulting Party.

4.3 Involvement of third parties

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

Section 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 Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks (42 calendar days) after such notification, the transfer of tasks – if any – shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

The organisational structure of the Project is described in the Grant Agreement Annex I, Description of Action (DoA) part B, chapter 3.2.

For the avoidance of doubt, this Consortium Agreement relates exclusively to the eLTER PPP as defined under Grant Agreement 871126, but not to the eLTER Research Infrastructure (RI).

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

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- should be represented at any meeting of such Consortium Body;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

The Coordinator shall convene meetings of the Consortium Bodies.

The General Assembly will hold at least one meeting per project year. Additionally, extraordinary General Assembly meetings may be held via electronic telecommunication means, such as a virtual working platform or a teleconference, cf. paragraph 6.2.2.7. Other than the General Assembly, the Steering Committee will hold meetings as needed without a fixed schedule. The Steering Committee may meet using electronic means, too.

The Coordination Team is not a formal Consortium Body, but an informal group which will assist and facilitate the work of the Steering Committee and the Coordinator. It will support the day-to-day operational management and administration of the project and not take formal decisions, nor hold formal meetings.

The below paragraphs 6.2.2.2 through 6.2.5.3 relate to both the General Assembly and the Steering Committee alike.

6.2.2.2 Notice of a meeting: The Coordinator shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than 45 calendar days preceding the meeting or no later than 7 calendar days preceding an extraordinary meeting.

6.2.2.3 Sending the agenda: The Coordinator shall prepare and send each Member of that Consortium Body a draft agenda via e-mail or a comparable medium no later than fourteen calendar days preceding the meeting or no later than seven calendar days preceding an extraordinary meeting.

6.2.2.4 Adding agenda items: Any Member of a Consortium Body may add an item to the original agenda by written notification to the Coordinator or all of the Members of that Consortium Body including the Coordinator up to ten days preceding the meeting or up to five calendar days preceding an extraordinary meeting. The coordinator will decide whether this agenda item should be added or not. However, the coordinator is obliged to add this agenda item if the recommendation is seconded by at least three other Members of that Consortium Body.

6.2.2.5 During a meeting, the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means, such as a virtual working platform.

6.2.2.7 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.2.8 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document via e-mail or a comparable medium which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses. Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the Coordinator. The decisions will be binding after the Coordinator sends to all Members of the Consortium Body a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the Coordinator shall convene an extraordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the Coordinator shall convene another extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3 A Party may neither vote on the decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. Once a Party has been declared according to Section 4.2 to be a Defaulting Party it may not vote on any decisions. For the avoidance of doubt, third parties linked to a Beneficiary do not have voting rights, but they are directly represented by the respective Beneficiary.

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

6.2.4 Veto rights

6.2.4.1 A Beneficiary that is, a participant of the project – a legal entity which has signed the Grant Agreement, and is, thus, a member of the Consortium, which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

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

6.2.4.4 When a decision has been taken without a meeting, a Beneficiary may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

6.2.4.5 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all the Consortium Beneficiaries.

6.2.4.6 A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

6.2.5 Minutes of meetings

6.2.5.1 The Coordinator takes responsibility that written minutes of each meeting shall be taken as the formal record of all decisions taken, and shall send the draft minutes to all Members within fourteen calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the Coordinator with respect to the accuracy of the draft of the minutes.

6.2.5.3 The Coordinator shall send the accepted minutes to all the Members of the Consortium Body and safeguard them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members:

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member). For the avoidance of doubt, the General Assembly shall not include any third parties linked to a Beneficiary, cf. 6.2.3.3.

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

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

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

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights:

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Grant Agreement which modify the task(s) and/or the total budget of one or more Party/Parties, except budget changes as described in section 7.1.3a
- Modifications to Attachment 1 (Background Included)
- Additions of Third Parties (Attachment 2, List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions of Affiliated Entities (Attachment 3, Identified Affiliated Entities)

Evolution of the consortium:

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

- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

- Replacement of work package leaders (refers to beneficiaries, not individual persons).

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee shall consist of the Coordinator and representatives of the Parties listed in the Description of Action (DoA) as work package leaders. The Steering Committee shall not include the Funding Agency nor any further Parties.

The Coordinator shall prepare the agenda of the Steering Committee meetings and chair all meetings of the Steering Committee unless decided by a majority of two thirds.

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

6.3.2.3.1 The Steering Committee shall seek a consensus among the Parties.

6.3.2.3.2 The Steering Committee shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.3 The Steering Committee shall in particular monitor the effective and efficient implementation of the Project. Thereby, it shall collect information on the progress of the Project, examine that information to assess the compliance of the Project with the Grant Agreement and, if necessary, propose modifications of the Grant Agreement to the General Assembly.

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

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Funding 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:

- overseeing the contributions of the project to the continuous development of the eLTER RI.
- monitoring compliance by the Parties with their obligations as defined in the Grant Agreement
- keeping the address list of Members and other contact persons updated and available, thereby ascertaining compliance with the General Data Protection Regulation (GDPR)
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3

- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims or for other legal reasons.
- preparing the agendas of General Assembly meetings and Steering Committee meetings.

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 Funding Authority in time.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding 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.

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

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Grant Agreement
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

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 with respect to the Project towards the Funding 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 Funding Authority.

7.1.3 Funding Principles

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

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

7.1.4. Return of excess payments; receipts

7.1.4.1. In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

7.1.4.2. In case a Party earns any receipt that is deductible from the total funding as set out in the Grant Agreement, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt.

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore, 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 its and their tasks.

7.2 Budgeting

The budget set out in the Grant Agreement shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 Payments to Parties

Payments to the Parties from the financial contribution of the Funding Authority are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Parties 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 Funding 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.

The Funding Authority conducts prepayments from which the amounts retained for the Guarantee Fund and for the final payment have been deducted. Throughout the project, owing to these prepayments, the Parties are provided with a float. Accordingly, the Coordinator shall distribute among the Parties their prepayments calculated as their shares of the overall prepayments transferred to the Coordinator's bank account by the Funding Authority. With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive all of its allocated share of the maximum grant amount.

Any bank fees resulting from the transfer of funds to the Parties from the financial contribution of the Funding Authority shall be borne by the parties which receive these funds, and not by the coordinator.

7.3.2 Payment schedule

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

Funding of costs included in the Grant Agreement will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by the General Assembly to be in breach of its obligations under this Consortium Agreement or the Grant Agreement.

However, payments due according to a validated reporting will have to be made in any case and cannot be withheld.

The coordinator is entitled to recover excessive payments received by the Party in case of the situation described in the above article 7.1.4.1

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is agreed with the Funding Authority.

7.4 Payments towards Beneficiaries established in the United Kingdom.

Having regard to:

- the Notification issued by the United Kingdom on the 29 March 2017, through which they informed of their intention to withdraw from the European Union, (the Brexit notification),
- as well as the rejection on the 15 January, 12 and 29 March 2019 by the British Parliament of the proposed Withdrawal Agreement, and the subsequent matters of eligibility for H2020 projects,
- the UK's government commitment of 24th July 2018 (Written statement HCWS926) through which the UK Treasury extended a guarantee of funding for the UK participants successful in EU-funded research and innovation programmes, commonly referred to as the Horizon 2020 underwrite guarantee,

- the European Commission’s Press release of 30 January 2019, regarding Brexit Preparedness and the adoption of “a final set of “no-deal” contingency measures for Erasmus+ students, social security coordination rules and the EU budget,
- the Proposal for a Council Regulation 2019/0031 “on measures concerning the implementation and financing of the general budget of the Union in 2019 in relation to the withdrawal of the United Kingdom from the Union”, establishing the terms for the continuation of payments towards the UK Beneficiaries,

the transfer of the “pre-financing” and the “interim payments” towards the UK Beneficiaries will be done in correspondence to interim reporting periods indicated in Article 20.2 of the Grant Agreement, subject to the Beneficiaries’ eligibility and/or applicability of any of the measures described in Chapter 6 of the Grant Agreement.

Should the UK become ineligible at any point in time throughout the duration of the Project, any un- implemented units / person-months received as pre-financing shall be returned by the UK Beneficiaries to the Coordinator without unjustified delay, in accordance with Articles 42-44 of the Grant Agreement.

The Parties reiterate herein their intention to collaborate throughout the Project, even after the end of a Brexit transition period. Under a presumption of securing funding for the UK Beneficiaries participation, the Parties agree to negotiate an amendment to the herein agreement, with an end result as close as possible to preserving the rights and obligations laid out in the Grant Agreement.

Section 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 26.2.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

(a) at least 45 calendar days advance notice; and

(b) Fair and Reasonable conditions.

8.3 Transfer of Results

8.3.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.3.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

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 will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

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

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

8.4 Dissemination

8.4.1 Dissemination of own Results

8.4.1.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results of Article by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure 29.1 of the Grant Agreement subject to the following provisions.

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

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

Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination as follows:

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

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

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

8.4.1.2 An objection is justified if

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

(b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

(c) the proposed publication includes Confidential Information of the objecting Party.

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

8.4.1.3 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. The objecting Party can request a publication delay of not more than 60 calendar days from the time it raises such an objection. After 60 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.4.2 Dissemination of another Party's unpublished Results or Background

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

8.4.3 Cooperation obligations

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

8.4.4 Use of names, logos or trademarks

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

8.4.5 Open access to scientific publications

The Parties acknowledge and follow the "Guidelines on Open Access to Scientific Publications and Research Data in Horizon 2020" in the context of open access to scientific publications.

According to Article 29.2 of the Grant Agreement, each Party must ensure open access (free of charge, online access for any user) to all peer-reviewed scientific publications relating to its Results. The Parties agree that whenever possible, such publications are made under the "Gold Model" open access, i.e. the publications are made with complete immediate open access.

8.5 Exclusive licences

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Articles 25.1 and 30.2, the other Parties shall respond in writing to the requesting Party within 45 calendar days of the request.

Section 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 further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

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

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

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

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

9.2.6 All requests for Access Rights shall be made in writing.

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

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

9.4.2 Access Rights to Results for a Party's own internal non-commercial research activities, excluding research carried out for third parties, shall be granted on a royalty-free basis.

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

9.4.4 A request for Access Rights may be made and given 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 Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4 provided they are identified in Attachment 3 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity 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 Affiliated

Entities. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return shall fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon Fair and Reasonable conditions to be agreed upon in a separate agreement.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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.

Most of the Software Results produced during the Project shall be released as Open Source.

Each Party is responsible for the compliance with the Controlled License Terms of an Open Source Software used in this project.

Section 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 of non-disclosure under the Grant Agreement, for a period of 4 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 to any third party 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 on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form. 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 Recipients comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence 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; or
- 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 Party shall promptly advise the other Party in writing 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 Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8 The Parties will jointly use one or more electronic document repository or repositories for the purpose of storing documents related to the Project and making these documents accessible among each other. Regarding all contents accessible through such repository or repositories, the Parties agree to the following regulation:

The Parties are obligated to treat any and all data available and visible within the electronic document repository or repositories as strictly confidential and not to make such accessible either fully or partially, directly or indirectly, to third parties. The Parties are under obligation to maintain all statutory obligations of confidentiality, in particular secrecy in respect to all knowledge and data gained in the course of using the electronic document repository or repositories. Furthermore, they are obliged to ensure that all employees or other persons using the electronic document repository or repositories shall also be bound to the same obligation of confidentiality in respect to this Consortium Agreement.

Should this not be complied with, the concerned Party shall be held liable under law. The non-disclosure agreement in accordance with this paragraph shall not be prejudiced by the termination of this Consortium Agreement and shall survive in force also after termination of this Consortium Agreement.

10.9 Notwithstanding anything to the contrary in this Section 10, personal data - as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - shall always be treated as Confidential Information, and shall be protected with an adequate level of safety and confidentiality, subject to any applicable legal, regulatory or contractual requirements. Therefore, the above-mentioned time period of four (4) years and the provisions of Section 10.4 shall not be applicable to Personal Data.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and five attachments.

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 which fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices: If it is required in this Consortium Agreement 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.

Other communication: Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator.

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, mediation processes and court proceedings 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 Data protection

Each Party undertakes to conform to the General Data Protection Regulation 2016/679 and to its supplementary national legislation. A Party violating the obligations of data protection legislation shall indemnify the other Parties from any third-party claims, damages, losses, liabilities, penalties or fines, including reasonable attorney's fees, which the other parties may sustain, incur or suffer directly or indirectly in connection with the violation of the obligation of data protection legislation.

If two or more of the Parties act as joint controllers of personal data, the Parties in question undertake to agree in writing on their respective responsibilities for complying with the obligations of relevant data protection legislation.

11.9 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this Consortium Agreement, they will try to solve it through mediation, according to the rules of bMediation, Brussels. The Parties undertake not to put an end to the mediation before the introductory statement made by each Party in joint session.

Should the mediation fail to bring about a full agreement between the Parties putting an end to the dispute, sole competent courts will be the courts of Brussels.

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

Attachments:

Attachment 1: Background included

Attachment 2: List of Third Parties for simplified transfer according to Section 8.2.2

Attachment 3: Identified Affiliated Entities according to Section 9.5

Attachment 4: eLTER PPP position paper on environmental responsibility

Attachment 5: Signature pages

Attachment 1: Background included

According to the Grant Agreement (Article 24) 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.

As to party 01. HELMHOLTZ-ZENTRUM FUER UMWELTFORSCHUNG GMBH – UFZ – UFZ, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 02. UMWELTBUNDESAMT GESELLSCHAFT MIT BESCHRANKTER HAFTUNG (UBA GMBH) – EAA, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 03. PENSOFT PUBLISHERS – PENSOFT, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 04. HELSINGIN YLIOPISTO – UHEL, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 05. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS – CNRS and its affiliated entities (Linked Third Parties) as listed at the beginning of this consortium agreement, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 06. UNITED KINGDOM CENTRE FOR ECOLOGY & HYDROLOGY – UKCEH, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 07. EIGEN VERMOGEN VAN HET INSTITUUT VOOR NATUUR- EN BOSONDERZOEK – EV INBO, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 08. INSTITUT PO BIORAZNOOBRAZIE I EKOSISTEMNI IZSLEDVANIYA BALGARSKA AKADEMIYA NA NAUKITE – IBER BAS, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 09. USTAV VYZKUMU GLOBALNI ZMENY AV CR VVI - GLOBAL CHANGE RESEARCH INSTITUTE CAS – UVGZ, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 10. KOBENHAVNS UNIVERSITET – UCPH, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

As to party 11. SENCKENBERG GESELLSCHAFT FUR NATURFORSCHUNG – SGN, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 12. POLYTECHNEIO KRITIS – TECHNICAL UNIVERSITY OF CRETE – TUC, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 13. OKOLOGIAI KUTATOKOZPONT – OK, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 14. BEN-GURION UNIVERSITY OF THE NEGEV – BGU, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 15. TECHNION – ISRAEL INSTITUTE OF TECHNOLOGY – IIT, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 16. CONSIGLIO NAZIONALE DELLE RICERCHE – CNR, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 17. LATVIJAS UNIVERSITATE – LU, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 18 SOVON VOGELONDERZOEK NEDERLAND – SOVON, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 19. EUROPEJSKIE REGIONALNE CENTRUM EKOHYDROLOGII POLSKIEJ AKADEMII NAUK – ERCE PAN, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 20. FACULDADE DE CIENCIAS DA UNIVERSIDADE DE LISBOA – FCUL, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 21. UNIVERSITATEA DIN BUCURESTI – UB, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 22. BIOSENSE INSTITUTE - RESEARCH AND DEVELOPMENT INSTITUTE FOR INFORMATION TECHNOLOGIES IN BIOSYSTEMS – BSI, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 23. INSTITUTE OF LANDSCAPE ECOLOGY OF THE SLOVAK ACADEMY OF SCIENCES – ILE SAS, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 24. ZNANSTVENORAZISKOVALNI CENTER SLOVENSKE AKADEMIJE ZNANOSTI IN UMETNOSTI – ZRC SAZU, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 25. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS M.P. – CSIC, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 26. SVERIGES LANTBRUKSUNIVERSITET – SWEDISH UNIVERSITY OF AGRICULTURAL SCIENCES – SLU, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 27. EIDGENOESSISCHE FORSCHUNGSANSTALT WSL – WSL, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to party 28. NORWEGIAN INSTITUTE FOR WATER RESEARCH – NIVA, it is agreed between the parties that, to the best of their knowledge: No data, know-how or information of this party shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

Attachment 2: List of Third Parties for simplified transfer according to Section 8.3.2

Linked Third Parties are also listed in Attachment 3.

HELMHOLTZ-CENTRE FOR ENVIRONMENTAL RESEARCH – UFZ – UFZ

Subcontractor (not identified at the date of the conclusion of this Consortium Agreement)

UMWELTBUNDESAMT GMBH – EAA

BATTELE (USA), Subcontractor

UNIVERSITY OF HELSINKI – UH

Subcontractor (not identified at the date of the conclusion of this Consortium Agreement)

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS – CNRS

INSTITUT DE PHYSIQUE DU GLOBE DE PARIS – IPGP, Linked Third Party

(CNRS and IPGP acting for and on behalf of the Joint Research Unit UMR 7154 and the Joint Service Unit UMS 3454, managed by M. Marc Chaussidon)

L'INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION ET L'ENVIRONNEMENT, ETABLISSEMENT PUBLIC À CARACTÈRE SCIENTIFIQUE ET TECHNOLOGIQUE - INRAE,

(INRAE working on this project as a Linked Third Party of CNRS in the framework of the 2012 ALLENI convention)

TECHNION – ISRAEL INSTITUTE OF TECHNOLOGY – IIT

TECHNION RESEARCH & DEVELOPMENT FOUNDATION LTD – TRDF, provides in kind contributions

BEN-GURION UNIVERSITY OF THE NEGEV (BGU)

BGN Technologies Ltd.

**Attachment 3: Identified Affiliated Entities
according to Section 9.5**

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS – CNRS

INSTITUT DE PHYSIQUE DU GLOBE DE PARIS – IPGP, ESTABLISHED IN RUE JUSSIEU
1, 75238 PARIS, FRANCE, SIRET 197 534 282 00078

L'INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION
ET L'ENVIRONNEMENT, ETABLISSEMENT PUBLIC À CARACTÈRE SCIENTIFIQUE ET
TECHNOLOGIQUE - INRAE, ESTABLISHED IN RUE DE L'UNIVERSITE 147, 75338
PARIS CEDEX 07, FRANCE

TECHNION – ISRAEL INSTITUTE OF TECHNOLOGY

TECHNION RESEARCH & DEVELOPMENT FOUNDATION LTD. (TRDF)

Attachment 4: eLTER PPP position paper on environmental responsibility

The below text contains recommendations which should be considered by the parties of this Consortium Agreement. However, out of this, no legal obligations towards the other parties of this Agreement or towards the Commission will result.

Attachment 5: Signature pages



Integrated European Long-Term Ecosystem, Critical Zone and Socio-Ecological
Research Infrastructure – Preparatory Phase Project

Consortium Agreement, version 6, of 6 April 2020

Signature page

Institute of Landscape Ecology SAS (ILE SAS)

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting 1 February 2020.

For the party as identified above

Place and date: Bratislava, 29 April 2020

Signature(s):

Name: Zita Izakovičová, director

Title: Assoc, Prof., PhD.

Attachment 5: Signature pages, continued



Integrated European Long-Term Ecosystem, Critical Zone and Socio-Ecological
Research Infrastructure – Preparatory Phase Project

Consortium Agreement, version 6, of 6 April 2020

Signature page for linked third parties

Party (Acronym)

hereby confirms that it will take part in the eLTER PPP project as a linked third party to beneficiary CNRS starting 1 February 2020 and consents to accept all conditions laid out in the Consortium Agreement identified above.

For the party as identified above

Place and date:

Signature(s):

Name:

Title: