

CHANSE

Collaboration of Humanities and Social Sciences in Europe

CONSORTIUM AGREEMENT

Table of Contents

| | |
|--|----|
| Section 1: Definitions..... | 5 |
| 1.1 Definitions..... | 5 |
| 1.2 Additional Definitions | 6 |
| Section 2: Purpose of the Agreement..... | 7 |
| Section 3: Entry into force, duration, termination and new Parties | 7 |
| 3.1 Entry into force and Accession of New Parties | 7 |
| 3.2 Duration and termination..... | 8 |
| 3.3 Survival of rights and obligations..... | 8 |
| Section 4: Responsibilities of Parties..... | 8 |
| 4.1 General principles..... | 8 |
| 4.2 Breach | 9 |
| 4.3 Involvement of Third Parties | 9 |
| Section 5: Liability towards each other | 9 |
| 5.1 No warranties..... | 9 |
| 5.2 Limitations of contractual liability..... | 10 |
| 5.3 Damage caused to Third Parties..... | 10 |
| 5.4 Defaults and Remedies..... | 10 |
| 5.5 Force Majeure..... | 11 |
| Section 6: Governance structure | 11 |
| 6.1 General structure | 11 |
| 6.2 General operational procedures for all Consortium Bodies | 14 |
| 6.2.1 Representation in meetings..... | 14 |
| 6.2.2 Organisation of meetings..... | 14 |
| 6.2.3 Voting rules and quorum..... | 15 |
| 6.2.4 Veto rights | 15 |
| 6.2.5 Minutes of the meetings | 15 |
| 6.3 Tasks and responsibilities of the Consortium Bodies | 16 |
| 6.3.1 Steering Group (SG)..... | 16 |
| 6.3.2 Programme Committee (PC) | 17 |
| 6.3.3 Coordination Group (CG)..... | 17 |
| 6.3.4 The Coordinator | 18 |
| 6.3.5 Coordination Office (CO) | 19 |
| 6.3.6 Call Secretariat (CS)..... | 19 |
| 6.3.7 Knowledge Exchange Group (KEG) | 19 |
| Section 7: Financial provisions | 19 |
| 7.1 General Provisions..... | 19 |
| 7.1.1 Programme Budget | 19 |
| 7.1.2 Distribution of the EU Funding..... | 20 |
| 7.1.3 Payments to the Parties..... | 20 |
| 7.1.4 Withholding payments | 21 |
| 7.1.5 Justifying costs towards the EC..... | 21 |
| 7.2 Management Budget..... | 21 |
| 7.2.1 Financial Reporting towards the SG | 22 |
| 7.2.2 Payment of the management costs | 22 |
| 7.3 Support to Transnational Projects | 23 |
| 7.4 Return of Excess Payments..... | 23 |
| 7.5 Insufficient EU financial contribution..... | 24 |

| | |
|---|----|
| 7.5.1 Smaller EU top-up than foreseen for the Co-funded Call | 24 |
| 7.5.2 Fewer units than foreseen in the Work Plan | 25 |
| 7.5.3 No financial EU contribution | 25 |
| 7.6 Reserve Fund | 25 |
| 7.7 Financial consequences of the Termination of the Participation of a Party | 25 |
| Section 8: Call Implementation | 26 |
| 8.1 General Principles | 26 |
| 8.2 Evaluation and Selection Process in the Co-funded Call | 26 |
| 8.2.1 Outline Proposals Stage | 26 |
| 8.2.2 Full Proposals Stage | 26 |
| 8.2.3 Selection of Transnational Projects | 27 |
| 8.3 Mitigation measures for over- and undersubscription | 27 |
| 8.4 Use of EU top-up for funding the Transnational Projects | 28 |
| 8.5 Conflicts of interests | 28 |
| 8.6 Contractual obligations regarding Funded Projects in the Co-funded Call | 29 |
| Section 9: Results | 29 |
| 9.1 Ownership of Results | 29 |
| 9.2 Dissemination of own Results | 30 |
| 9.3 Dissemination of another Party's unpublished Results or Background | 30 |
| Section 10: Access Rights | 30 |
| 10.1 Access Rights | 30 |
| 10.2 Access Rights for Parties entering or leaving the Consortium | 30 |
| Section 11: Non-disclosure of information and confidentiality | 31 |
| 11.1 Scope | 31 |
| 11.2 Approach | 31 |
| 11.3 Range | 31 |
| 11.4 Exception | 31 |
| 11.5 Handling | 32 |
| 11.6 Unauthorised disclosure | 32 |
| 11.7 Disclosing Confidential Information | 32 |
| 11.8 Confidentiality for Transnational Projects | 32 |
| Section 12: Miscellaneous | 32 |
| 12.1 Attachments, inconsistencies and severability | 32 |
| 12.2 No representation, partnership or agency | 33 |
| 12.3 Notices and other communication | 33 |
| 12.4 Assignment and amendments | 33 |
| 12.5 Mandatory national law | 33 |
| 12.6 Language | 33 |
| 12.7 Applicable law | 34 |
| 12.8 Settlement of disputes | 34 |
| Section 13: Signatures | 34 |
| Attachment 1: Background included | |
| Attachment 2: Accession Amendment Template | |
| Attachment 3: CHANSE Management Budget | |
| Attachment 4: Initial composition of the CHANSE Steering Group | |

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 for Participation'), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 22 October 2020, hereinafter referred to as the 'Effective Date'

BETWEEN:

1. **NARODOWE CENTRUM NAUKI (NCN)**, established in ul. Twardowskiego 16, 30-312 Kraków, Poland, the Coordinator of the consortium,
2. **FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (FWF)**, established in Sensengasse 1, 1090, Wien, Austria,
3. **FONDS DE LA RECHERCHE SCIENTIFIQUE- FNRS (FNRS)**, established in Rue D'egmont 5, 1000, Bruxelles, Belgium,
4. **FONDS VOOR WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO)**, established in Egmontstraat 5, 1000, Brussel, Belgium,
5. **BULGARIAN NATIONAL SCIENCE FUND (BNSF)**, established in Blvd Knyaz Dondukov 2 A, 1000, Sofia, Bulgaria,
6. **HRVATSKA AKADEMIJA ZNANOSTI I UMJETNOSTI (HAZU)**, established in Trg Nikole Subica Zrinskog 11, 10000, Zagreb, Croatia,
7. **HRVATSKA ZAKLADA ZA ZNANOST (HRZZ)**, established in Ilica 24, 10000, Zagreb, Croatia,
8. **AKADEMIE VED CESKE REPUBLIKY (AVCR)**, established in Narodni 3, 117 20, Praha 1, Czech Republic,
9. **STYRELSEN FOR FORSKNING OG UDDANNELSE (DAFSHE)**, established in Haraldsgade 53, 2100, Kobenhavn, Denmark,
10. **SIHTASUTUS EESTI TEADUSAGENTUUR (ETAG)**, established in Soola 8, 51004, Tartu, Estonia,
11. **SUOMEN AKATEMIA (AKA)**, established in Hakaniemenranta 6, 00531, Helsinki, Finland,
12. **DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT EV (DLR PT)**, established in Linder Hohe, 51147, Koln, Germany,
13. **NEMZETI KUTATASI FEJLESZTESI ES INNOVACIOS HIVATAL (NKFIH)**, established in Kethly Anna Ter 1, 1077, Budapest, Hungary,
14. **RANNSOKNAMIDSTOD ISLANDS (RANNIS)**, established in Borgartuni 30, 105, Reykjavik, Iceland,
15. **VALSTS IZGLITIBAS ATTISTIBAS AGENTURA (VIAA)**, established in Valnu Iela 1, 1050, Riga, Latvia,
16. **LIETUVOS MOKSLO TARYBA (LMT)**, established in Gedimino 3, Lt-01103, Vilnius, Lithuania,
17. **FONDS NATIONAL DE LA RECHERCHE (FNR)**, established in 2 Avenue De L'universite, 4365, Esch-Sur-Alzette, Luxembourg,
18. **NEDERLANDSE ORGANISATIE VOOR WETENSCHAPPELIJK ONDERZOEK (NWO)**, established in Laan van Nieuw Oost Indie 300, 2593 Ce, Den Haag, the Netherlands,

19. **NORGES FORSKNINGSRAD (RCN)**, established in Drammensveien 288, 0283, Oslo, Norway,
20. **UNITATEA EXECUTIVA PENTRU FINANTAREA INVATAMANTULUI SUPERIOR, A CERCETARII, DEZVOLTARII SI INOVARII (UEFISCDI)**, established in Mendeleev Street 21-25, 010362, Bucharest, Romania,
21. **SLOVENSKA AKADEMIA VIED (SAS)**, established in Stefanikova 49, 814 38, Bratislava, Slovakia,
22. **MINISTRSTVO ZA IZOBRAZEVANJE, ZNANOST IN SPORT (MIZS)**, established in Masarykova 16, 1000, Ljubljana, Slovenia,
23. **JAVNA AGENCIJA ZA RAZISKOVALNO DEJAVNOST REPUBLIKE SLOVENIJE (ARRS)**, established in Bleiweisova Cesta 30, 1000, Ljubljana, Slovenia,
24. **AGENCIA ESTATAL DE INVESTIGACION (AEI)**, established in Torrelaguna 58 Bis, 28071, Madrid, Spain,
25. **SCHWEIZERISCHER NATIONALFONDS ZUR FORDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (SNSF)**, established in Wildhainweg 3, 3012, Bern, Switzerland,
26. **FORSKINGSRADET FOR HALSA ARBETSLIV OCH VALFARD (FORTE)**, established in Ringvägen 100, 118 60, Stockholm, Sweden,
27. **UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)**, established in Polaris House North Star Avenue, SN2 1FL, Swindon, United Kingdom.

and additional Parties who join the consortium through an Accession Amendment (cf. Article 3.1 of this Consortium Agreement),

hereinafter, jointly or individually, referred to as 'Parties' or 'Party' relating to the project entitled

COLLABORATION OF HUMANITIES AND SOCIAL SCIENCES IN EUROPE (CHANSE), in short: **CHANSE**, hereinafter referred to as 'Programme'.

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Cofund Programme to the European Commission (EC) as part of 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 Grant Agreement no 101004509 signed by the Parties and the European Union represented by the European Commission (hereinafter called the 'Grant Agreement', GA).

By signing the Consortium Agreement (CA) or an Accession Amendment, the Parties agree to enter into the CA under the terms and conditions below.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

For the purposes of this CA, the following definitions from the above-mentioned Rules for Participation and GA apply:

- **'Access Rights'** means rights to use Results or Background under the terms and conditions laid down in accordance with the Rules for Participation;
- **'Background'** means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, which is: (i) held by Parties prior to their accession to the Programme; (ii) Needed for carrying out the Programme or for exploiting the Results of the Programme; and (iii) identified by the Parties in accordance with Article 45 of the Rules for Participation;
- **'Beneficiary'** means a signatory of the GA with the EC;
- **'Dissemination'** means the public disclosure of the Results by any appropriate means (other than resulting from protecting or exploiting the Results), including by scientific publications in any medium;
- **'Exploitation'** means the use of Results in further research activities other than those covered by the Programme concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities;
- **'Needed'** means for the implementation of the Programme: 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 human resources. For the 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;
- **'Results'** means any tangible or intangible output of the Programme, such as data, knowledge or information, that is generated in the Programme, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

1.2 Additional Definitions

In addition, the following definitions apply:

- **'Associate'** means a Party to this CA, which is not a Beneficiary. Associates can also be referred to as 'Associated members', 'Associated partners' or 'Associated parties';
- **'Black Box Mechanism'** entails the mechanism that allows to use a part of the EU top-up to cover a part of the Management Budget;
- **'Call'** means a Call for proposals, which can be co-funded by the EU or not;
- **'Consortium'** means all Parties signing this CA or the Accession Amendment and working collaboratively towards the realisation of the Programme;
- **'Co-funded Call'** means the co-funded call implemented under the Programme, namely the Call 2021;
- **'Consortium Body'** means any management body described in the Governance Structure section of this CA. These are the **'Programme Committee'** (PC), the **'Steering Group'** (SG), the **'Coordination Group'** (CG), the **'Coordination Office with the Coordinator'** (CO), the **'Call Secretariat'** (CS) and the **'Knowledge Exchange Group'** (KEG) as defined in the Article 6.1;
- **'Defaulting Party'** means a Party which the SG has identified to be in breach of this CA and/or the GA as specified in the Article 4.2;
- **'EU contribution'** consists of the **'EU top-up'**, which is the financial support for the Transnational Projects funded within the Co-funded Call, and the EU support for the

Management Budget, i.e. Direct Costs of Additional Activities and Indirect Costs ('Unit Costs');

- **'Funded Project'** is a project selected for funding in the Call (also referred to as 'Transnational Project');
- **'Funding Agency'** means a national or regional agency responsible for providing a national or regional share of funding for the Transnational Projects;
- **'Funding Authority'** means the body awarding the grant for the Programme, i.e. the European Union (EU) represented by the EC via the GA no 101004509;
- **'Party'** means an entity which is a signatory of this CA or of the Accession Amendment. Parties are either Beneficiaries or Associates depending on whether they are also signatories of the GA with the EC. Parties can also be referred to as 'Consortium members', especially when highlighting the role of their representatives;
- **'Review Panel'** means the group of independent, scientific experts evaluating the proposals submitted within the Call;
- **'Transnational Project'** is a project selected for funding in the Call (also referred to as 'Funded Project');
- **'Unit Costs'** mean EU contribution to a part of the Management Budget, calculated basing on the foreseen number of units (number of Parties times number of years of their participation in other joint activities every year of Programme's implementation).
- **'Work Plan'** means the description of the Programme and the related budget as first defined in the GA which may be updated by the SG.

Section 2: Purpose of the Agreement

Pursuant to the GA Article 41.3, this CA describes internal arrangements between Beneficiaries to ensure that the Programme is implemented properly. In particular, it provides the financial rules for managing the funding provided by the EC in the framework of the GA and for redistributing it among the Beneficiaries depending on their actually incurred costs in a way which is appropriate for the ERA-NET Cofund funding scheme.

It further defines the organisation of the work between the Parties, the management of the Programme and the rights and obligations of the Parties concerning *inter alia* liability, Access Rights and dispute resolution, financial provisions and implementation of the Co-funded Call.

This CA also sets out a framework to integrate Associates, by offering them the possibility to join the consortium under conditions as similar as possible to those of the Beneficiaries while not limiting the proper implementation of the Programme as foreseen in the GA. In particular, this framework enables a seamless sharing of information between all Parties by ensuring that Associates are bound to the same confidentiality provisions as the Beneficiaries.

Section 3: Entry into force, duration, termination and new Parties

3.1 Entry into force and Accession of New Parties

A CHANSE Beneficiary (cf. list hereinbefore) becomes a Party to this CA upon signature of this document by a duly authorised representative. For these entities, this CA shall have effect from the Effective Date identified at the beginning of the document (i. e. 22 October 2020).

Subject to a decision of the Steering Group (SG) (cf. Article 6.3.1), a new entity becomes a Party to the CA upon signature of the Accession Amendment, following the template provided in the Attachment 2, by duly authorised representative of this entity and the Coordinator. Such accession shall have effect from the date identified in the Accession Amendment. The same procedure can be used in conjunction with an accession to the GA in order to integrate a new Beneficiary.

3.2 Duration and termination

This CA shall continue in full force and effect until the complete fulfilment of all obligations undertaken by the Parties for carrying out the Programme under the GA and under this document. However, this CA or the participation of one or more Parties to it may be terminated in accordance with the terms of this document.

A Party may express its intention to withdraw from the Consortium by notifying the Coordinator in an official statement, stating the reason why. This notification is submitted by the Coordinator to the CG, who can propose measures to mitigate the consequences of the withdrawal if needed. Such measures and the date of withdrawal are then submitted to the SG for approval.

The SG may also terminate the participation of a Defaulting Party (cf. Articles 5.4 and 6.3.1). Following the decision of the SG, the Coordinator notifies the concerned Party of the termination of its participation. Unless agreed otherwise, the termination takes effect at the date of this latter notification. The financial consequences of the termination of the participation of a Party are described in the Articles 5.4 and 7.7.

If the GA is not signed by the EC or a Beneficiary until the beginning of the Programme (i.e. 1st January 2021), or is terminated, or a Beneficiary's participation in the GA is terminated, this CA shall automatically terminate in respect of the affected Beneficiaries, subject to the provisions surviving the expiration or termination under Article 3.3.

3.3 Survival of rights and obligations

The provisions relating to Access Rights and confidentiality, for the period mentioned therein, as well as for liability, applicable law and settlement of disputes as well as return of excess payments (Article 7.4) shall survive the expiration or termination of this CA.

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 SG. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Termination shall also not affect the validity, implementation, funding and monitoring of Funded Projects that have been granted funding pursuant to a funding decision issued by a Party. Such Funded Projects shall continue to be funded and carried out as provided in the funding decisions.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes all reasonable endeavours to:

- actively contribute to the efficient implementation of the Programme,

- perform and fulfil, promptly and on time, all of its obligations under this CA and, for the Beneficiaries, under the GA,
- provide, promptly and on time, all deliverables, documents or information reasonably required by the Consortium or by the Coordinator to carry out their tasks and fulfil their obligations stemming from the CA and GA, including all financial reports (cf. Article 7.2.1),
- ensure the accuracy of any information or material it supplies to the other Parties,
- notify promptly, and in accordance with the governance structure of the Programme, any significant information, fact, problem or delay likely to affect the Programme,
- inform other Parties of relevant communications it receives from third parties in relation to the Programme.

4.2 Breach

In the event that the SG identifies a breach by a Party of its obligations under this CA or the GA, the Coordinator or, if the Coordinator is in breach of its obligations, another Party appointed by the SG, gives formal notice to the breaching Party, requiring that such breach is 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 SG may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of Third Parties

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

As stated in the Annex 1 of the GA, AEI is participating in the project with the Spanish Foundation for Science and Technology (FECYT) as its third party under Article 14 of the GA, with authorisation to administer. Due to the authorisation to administer, based on a legal partnership agreement not limited to this project, FECYT will receive and manage the funds allocated to AEI following its instructions.

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 Programme, 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 - provided such infringement was not caused by a wilful act or gross negligence.

However, each Party shall promptly inform the other Party of any claims of third parties that come to their knowledge.

5.2 Limitations of contractual liability

Subject to provisions of Article 5.4, 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 or gross negligence.

For any remaining liability, a Party's aggregate liability towards the other Parties collectively shall be limited to the amount of the Party's share of the total cost of the Programme (as estimated in Annex 2 to the GA) or a Party's share of the Management Budget (Attachment 3) depending on whether a Party is a Programme Owner or a Programme Manager¹ respectively, provided such damage was not caused by a wilful act or gross negligence.

The terms of this CA 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 CA or from its use of Results or Background.

5.4 Defaults and Remedies

A Beneficiary leaving the Consortium shall refund all payments it has received except the amount of contribution already accepted by the Coordinator and the EC (cf. Article 7.7). Furthermore, a Defaulting Party shall bear, within the limits specified in Article 5.2, any reasonable and justifiable additional costs occurring to the other Parties as a consequence of its breach in order to perform their tasks.

A Defaulting Party whose participation is terminated shall be deemed to have agreed to the termination of the GA in respect of its participation therein under the general provisions of GA Article 50 as the other Parties and/or the EC shall decide provided that:

- (a) any and all Access Rights granted to the Defaulting Party by the other Parties as well as under the GA shall cease immediately, but any and all Access Rights granted by the Defaulting Party to the other Parties shall remain in full force and effect;
- (b) if applicable, the work packages and tasks of the Defaulting Party shall be assigned to the remaining Parties. If the remaining Parties are not able to fulfil the work packages and tasks as required in the Work Plan, the work packages and tasks shall be assigned to one or several organisations, which are chosen by the remaining Parties, are

¹ As defined in the section 4 of the Annex 1 Description of Action (Part B) of the Grant Agreement.

acceptable to the EC, and which agree to be bound by the terms of this CA. The budget will be reallocated accordingly,

(c) the Defaulting Party shall:

- (i) assume all reasonable direct costs increase (if any) resulting from the assignment to any entity in comparison with the costs of the work package and tasks of the Defaulting Party as specified in the GA, Annex I (Part A) and Attachment 3, and
- (ii) be liable for any so resulting additional direct cost caused to the other Parties, up to a total amount which, together with any liability to the EC, will not exceed the total grant amount for the Programme.

5.5 Force Majeure

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

Each Party will notify the Consortium of any Force Majeure without undue delay. If the consequences of Force Majeure for the Programme are not overcome within 8 weeks after such notification, the transfer of tasks - if any - shall be decided by the SG.

Parties are aware of the current circumstances caused by the COVID-19 pandemic and will take all actions necessary to mitigate this risk and may only consider it a Force Majeure in the event of a major deterioration. Section 6: Governance structure.

6.1 General structure

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

- The **Steering Group** (referred to as 'SG') comprises all Consortium members. It is the overall decision-making body of the consortium chaired by the Coordinator. SG, advised by the PC, determines the major decisions (cf. Article 6.3.1) concerning the Programme and the Call(s), including the Co-funded Call, and it monitors the work of the CG. Parties planning to respond to the Call themselves agree to be excluded from discussions about all Call-related issues and making relevant decisions (cf. Article 8.5). The membership in the SG can't be combined with the membership in the PC. Initial composition of the SG is given in the Attachment 4.
- The **Programme Committee** (referred to as 'PC') consists of 6 delegates of HERA Network Board and 6 delegates of NORFACE Network Board and serves as the Programme's advisory body. The PC is co-chaired by the HERA and NORFACE Chairs. Representatives of the Beneficiaries must constitute the majority of delegates of each network. The membership in the PC can't be combined with the membership in the SG. The role of PC is defined in the document "Programme Committee Terms of Reference (PC ToR)". The Coordinator acts as the Committee Convener and ensures a communication flow between the PC and the SG.
- The **Coordination Group** (referred to as 'CG') gathers the work package leaders and task leaders (according to the Work Plan). The CG is responsible for successful implementation of the tasks, in line with the framework conditions set up by the SG. Each work package leader is responsible for delivering their relevant work package according to the Work Plan, in close cooperation with the task leaders. CG is chaired by the Coordinator.

- The **Coordinator** is the Party in charge of the overall coordination of the Programme. The Coordinator is supported by the **Coordination Office** (referred to as 'CO') established at the Coordinator's premises. CO is the main point of contact for the EC, all Parties, all stakeholders and new potential partners. It ensures the organisation of the reporting, coherence and efficiency of the Programme as a whole, and monitors all of the progress made. It also provides the necessary support for daily Programme management and reporting to the EC.
- For a given Call, the **Call Secretariat** (referred to as 'CS') is composed of the Coordinator and Parties in charge of preparation, launch and evaluation of the Call(s) (according to the Work Plan). Its main activities are related to the Call(s) implementation. It also contributes to the relevant reporting to the EC.
- The **Knowledge Exchange Group** (referred to as 'KEG') is the executive and advisory body for all activities related to the knowledge exchange within the Programme. It consists of the leader of the task 4.4 (the Chair of the KEG) according to the Work Plan, the Coordinator and two representatives of both each, the PC and the SG, as well as Knowledge Exchange Facilitator(s), i.e. external experts supporting Funded Projects in knowledge exchange and results' dissemination. The role of Knowledge Exchange Facilitator(s) will be defined in the document "KE Facilitator(s) Terms of Reference". KEG's members are appointed by the SG.

| Body | Abbr. | Composition | Chairperson | Role | Communication | Decision-making rules |
|--|------------|--|-------------------------|---|---|--|
| Steering Group | SG | Representatives of all Parties to the CA* | Coordinator | Decision-making body for the Call(s) and the Programme. | Regular meetings*** at least twice a year and irregular meetings on a case-by-case basis. | If consensus cannot be achieved, a simple majority rule will apply with a casting vote for the Coordinator. |
| Programme Committee | PC | 12 delegates of HERA & NORFACE Network Boards (6 of each) | HERA and NORFACE Chairs | Scientific Advisory Body | PC will meet depending on the needs, at least once a year. | According to “Programme Committee Terms of Reference” |
| Coordination Group | CG | Work package and task leaders** | Coordinator | Executive Body | Regular meetings*** twice a year and additional meetings on a case-by-case basis. | If consensus cannot be achieved, a simple majority rule will apply with a casting vote for the Party leading the work package that is the subject of the decision. |
| Coordinator + Coordination Office | n/a | NCN (employees of the NCN: scientific officer, administrative and financial staff) | n/a | Coordination & Management | Ongoing communication with the rest of the bodies. | According to internal regulations, not defined in the CA. |
| Call Secretariat | CS | WP2 & WP3 leaders (incl. task leaders) | n/a | Secretary Body for the implementation of the Call(s). | Regular communication between engaged partners; reporting to the Coordinator and the SG. | Not applicable. |
| Knowledge Exchange Group | KEG | Task 4.4 leader, Coordination Office, 2 representatives of PC and 2 of SG, KE Facilitator(s) | Task 4.4 leader | Executive & Advisory Body for all activities related to the knowledge exchange. | Regular communication among the KEG members, reporting to the Coordinator and the SG. | If consensus cannot be achieved, a simple majority rule will apply with a casting vote for the Task 4.4 leader. |

*Parties planning to respond to the call themselves are excluded from discussions about all Call-related issues and making relevant decisions.

**Parties not participating in a certain Call or planning to respond to the Call themselves are excluded from discussions about all Call-related issues and making relevant decisions.

***Face-to-face meeting and/or a videoconference.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

- is expected to be present or represented at all meetings of such a Consortium Body;
- nominates a main representative and, if needed, deputy(ies) for the relevant Consortium Body with due authorisation to discuss, negotiate and decide on Programmes proposed by the Consortium Body chair, or to accept recommendations made by the Consortium Body within the framework of their responsibilities;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- shall participate in a cooperative manner in the meetings.

While meetings are open to all representatives of the Parties, votes should be expressed by duly appointed main representatives or their proxies. The proxy can be the deputy appointed by the same Party or any other representative of the same Party or any other Party. The latter requires that the chairperson of the Consortium Body is informed about the proxy at least 3 calendar days before the meeting.

Each Consortium Body may welcome additional representatives, supporting staff and any other relevant Consortium members or other stakeholders as observers if useful for their function. In particular, the EC may participate as an observer at the meetings of the SG and PC.

6.2.2 Organisation of meetings

The chair of a Consortium Body shall convene the meetings of that Consortium Body with the exception of the meetings of the PC that are convened by the Coordinator. The term 'meeting' may imply either a physical meeting or a virtual meeting using teleconferencing and other existing tools.

The chairperson of a Consortium Body or 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 4 weeks preceding a physical meeting and 2 weeks preceding a remote meeting.

The chairperson of a Consortium Body or the Coordinator shall prepare and send each Member of that Consortium Body a draft written agenda no later than 14 days preceding meeting. Any Member may add an item to the original agenda by written notification to all of the other Members up to 3 days preceding the meeting. During the meeting the Members present or represented can unanimously agree to add a new item to the original agenda.

Any decision may also be taken without a meeting if the chairperson of a Consortium Body circulates to all Members a written document which is then agreed on by the defined majority (Article 6.2.3) of Members. The agreement may take the form of a remote voting by electronic means. In such cases Members will be expected to cast an electronic vote within a given deadline, not shorter than 7 days from sending the invitation, presence of all Members will be assumed. The chairperson shall inform the Members on the outcome of the written procedure.

6.2.3 Voting rules and quorum

Each Consortium Body shall decide validly once the majority (50% or more) of its Members is present or represented (quorum). Absent Members can provide written notice to authorise another Party to represent them in voting and this representation counts for the quorum (cf. Article 6.2.1).

In case the quorum is not met, the chairperson of the Consortium Body may:

- convene an extraordinary meeting within 2 weeks which shall be able to validly decide, even if the quorum is not reached

or

- submit the proposed decision again in the next ordinary meeting of the Consortium Body, which can then validly decide even in the absence of quorum.

Voting rights regarding programme-related matters are assigned on a national basis: thus, Parties from the same country share the one, single national vote in equal proportion or, if they agree on that, they can divide the vote according to their internal settlements. Associates participate in the meetings of the Consortium Bodies but are granted solely a consultative voice. A Party which has been declared a Defaulting Party may not vote.

Consortium Bodies shall strive to make decisions by consensus. If consensus cannot be achieved, a simple majority rule will apply with a casting vote for the defined Party (cf. Article 6.1) in the case of an equal number of votes. Abstentions by Members present in person or represented shall not prevent the adoption of decisions requiring unanimity.

6.2.4 Veto rights

A Party which can show by a written report submitted to the SG that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of one of the Consortium Bodies may veto this decision or relevant part of it. A Party may veto a decision within 14 calendar days after its notification.

A Party participating in the Co-funded Call may veto a EU top-up distribution decision which would limit its share of the EU top-up to less than 10% of its actual contribution to the Co-funded Call budget (cf. Article 8.4).

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.

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

6.2.5 Minutes of the meetings

The chairperson of a Consortium Body or the Coordinator shall send the draft minutes (including a written record of all decisions taken) to all Members within 2 weeks of the meeting.

The minutes shall be considered as accepted if, within 1 week of sending, no Member has sent an objection in writing to the chairperson or the Coordinator with respect to the accuracy of the draft minutes.

Within 3 days, the chairperson or the Coordinator shall then send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Tasks and responsibilities of the Consortium Bodies

In addition to the rules in the Article 6.2, the following rules shall apply.

6.3.1 Steering Group (SG)

SG is in charge of all major decisions concerning the Programme and the Call(s). The Parties agree to abide by all decisions of the SG. This does not prevent the Parties from submitting a dispute to resolution in accordance with the provisions of the Settlement of disputes in Article 12.8.

The following decisions shall be taken by the SG:

Content, finances and Results

- Approving proposals for changes to Annexes 1 and 2 of the GA to be agreed upon by the EC;
- Approving proposals of amendments to this CA, incl. modifications to Attachment 1 (Background Included) and major changes in use and allocation of the EU contribution for management costs, i.e. Attachment 3 (cf. Article 7.2);
- Appoints members of the KEG.

Evolution of the Consortium

- Entry of a new Party to the Consortium and conditions of the accession;
- Withdrawal of a Party from the Consortium and conditions of the withdrawal;
- Identification of a breach by a Party of its obligations under this CA or the GA;
- Declaration of a Party to be a Defaulting Party and remedies to be performed by this Party;
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto;
- Proposal to the EC for a change of the Coordinator;
- Proposal to the EC for suspension of all or part of the Programme;
- Proposal to the EC for termination of the Programme and the CA.

Decisions regarding the Call(s), including the Co-funded Call

- Timeline of the Call;
- Approval of the Call documents (including the Call Announcement, the Memorandum of Understanding, the Procedures of the Call, the Review Panel Operational Document) and Call procedures described therein;
- Further decisions stemming from the Call documents;
- Proposal selection and EU top-up distribution according to the provisions described in the Articles 7.3, 8.2 and 8.4.

Parties planning to respond to the Call themselves are excluded from discussions about all Call-related issues and making relevant decisions.

A decision of the SG to accept a new Party shall automatically grant power of attorney to the Coordinator to sign the Accession Amendment with this new Party (cf. Article 3.1).

6.3.2 Programme Committee (PC)

The role of the PC is defined in the document “Programme Committee Terms of Reference”. The PC is an advisory body of the Programme. The PC enables the consortium to obtain the advice that they need, drawing on a range of perspectives from across key scientific disciplines underlying SSH. It is also responsible for developing the vision and strategy for the Programme. The PC shall:

- provide advice to the SG on matters such as:
 - vision and strategy for the Programme;
 - thematic scope of the co-funded call and potential future funding action(s);
 - knowledge exchange strategy;
 - scientific aspects of Programme activities such as outreach or cooperation with non-European countries, and new developments and issues related to research which may have a strategic impact on the activities;
 - Programme monitoring and impact assessment strategy;
 - composition of the Review Panel;
 - inviting external stakeholders to a discussion about future funding opportunities;
 - supporting additional activities initiated by HERA and NORFACE networks.
- give feedback to the SG on the scientific outcomes and impact of the Funded Projects within the projects’ mid- and final-term’ evaluations.

6.3.3 Coordination Group (CG)

The CG is responsible for successful implementation of the tasks in line with the framework conditions set up by the Work Plan. CG plans, monitors and reports on the activities as well as ensures coherence across work packages and tasks. Each work package leader and task leader shall coordinate the work of their respective work package or task. In particular, they can organise dedicated meetings as needed. The task leaders are responsible for preparing the deliverables of the single tasks and providing the work package leaders with the required reports and progress statements. The CG shall in particular:

- support the Coordinator in fulfilling obligations towards the EC;
- monitor proper and timely implementation of the Programme;
- facilitate cooperation and seek consensus among the Parties;
- execute the decisions of the SG;
- ensure that all work and deliverables are in compliance with the decisions of the SG and the requirements of the EC;
- prepare proposals to the SG concerning any matter needing approval (changes in work plan, budget, membership, withholding payments to a Party who is late or refuses to supply deliverables of acceptable quality, notices on a Defaulting Party, assignment of a Defaulting Party’s tasks to other Parties, etc.);
- receive information on the expenditure of the Management Budget (Attachment 3) from the Coordinator and approve its minor changes (cf. Article 7.2) put forward by the Coordinator;
- approve and contribute to the external publications and press releases related to the Programme;

- agree on internal management and information dissemination tools.

Parties not participating in a certain Call or planning to respond to the Call themselves are excluded from discussions about all Call-related issues and making relevant decisions.

6.3.4 The Coordinator

The Coordinator is the Party in charge of the overall coordination of the Programme.

The Coordinator acts as the intermediary between the Parties and the EC. In this function, the Coordinator shall sign the GA with the EC, to which the Parties accede by signing the GA Accession Form. It shall also sign the Accession Amendments with the newly accepted Associated members on the behalf of the Consortium.

With the support of the CO and the CG and pursuant to the GA, the Coordinator performs all tasks assigned to it as described in the GA and in this CA. In particular, the Coordinator shall be responsible for:

- overall management of the Programme and coordination of the activities of the Consortium;
- chairing of the SG and CG and preparation of their meetings, decisions and minutes;
- convening of the PC and preparation of their meetings, recommendations and minutes;
- monitoring of the progress of the Programme and Parties' compliance with their obligations stemming from the GA and CA;
- timely collection and, with the support of the CG, preparation of reports and statements, including financial audit certificates, from the Parties for transmission to the EC;
- ensuring prompt delivery of deliverables specified in the GA or requested by the EC for reviews and audits;
- distribution of financing received from the EC among Parties in accordance with the terms of this CA (cf. Articles 7.1, 7.2 and 7.3);
- monitoring of the budget execution in accordance with the terms of the GA and this CA (cf. Article 7.2.1)
- collection and approval of the annual financial reports (cf. Article 7.2.1);
- maintaining effective internal and external communication;
- representing the Consortium towards external stakeholders;
- mitigating conflicts that may arise between Parties and contribute to the settlement of disputes;
- maintaining the CA's subsequent updates and amendments.

If one or more of the Parties is late in submission of any Programme deliverable, the Coordinator may nevertheless submit on time to the EC the deliverables of other Parties (or appropriate justification of delay) and all other documents required by the GA. Such a solution does not release the respective Parties from their responsibility to provide relevant deliverables or documents to the Coordinator as soon as they are available.

If the Coordinator fails in its coordination tasks, the SG may propose to the EC a change of Coordinator.

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 GA or this CA. The Coordinator shall not enlarge its role beyond the tasks specified in this CA and in the GA.

6.3.5 Coordination Office (CO)

The CO is established by the Coordinator (coordinating Party) on its premises. It consists of the administrative and financial staff. The CO supports the Coordinator (coordinating person) and more generally the Programme Consortium Bodies (SG, CG and PC, KEG) by providing the necessary support for daily Programme management and reporting to the EC.

6.3.6 Call Secretariat (CS)

The CS is composed of the Coordinator and Parties in charge of preparation, launch and evaluation of the Call(s) (according to the Work Plan). Its main activities are related to the implementation of the Call(s), including:

- Preparation of the Call documents and proposal submission system;
- Publication of the Call Announcement(s);
- Submission and the general eligibility check of the received proposals;
- Organising common evaluation and selection of the received proposals;
- Other common activities to support applicants and Funded Projects;
- Reporting on the funding contracted and actually paid to the Funded Projects.

The specific provisions for proposal selection and EU Co-funding distribution are described in the Articles 7.3, 8.2 and 8.4.

The CS also acts as a central helpdesk to the applicants assisted by the SG members' national contact points and it provides the necessary support for daily Programme management and reporting to the EC.

The tasks and responsibilities of the CS will be further described in the Memorandum of Understanding to be signed by all Parties in the Call.

6.3.7 Knowledge Exchange Group (KEG)

The KEG is an executive and advisory body for all activities related to the knowledge exchange within the Programme. It consists of the leader of the task 4.4 (the Chair of the KEG) according to the Work Plan, the Coordinator and two representatives of each: the PC and the SG, as well as Knowledge Exchange Facilitator(s). The role of Knowledge Exchange Facilitator(s) will be defined in the document "KE Facilitator(s) Terms of Reference". KEG's members are appointed by the SG.

Section 7: Financial provisions

7.1 General Provisions

7.1.1 Programme Budget

The overall budget of the Programme consists of:

- A. the EU contribution
 - 1) EU top-up (funding for Transnational Projects) and
 - 2) EU support to the Management Budget i.e. Direct Costs of Additional Activities and Indirect Costs (Unit Costs)

- B. national/ regional contributions to the Call(s), including the Co-funded Call (the minimum amounts are defined in Annex 1 Part B of the GA). Each Party makes use of its own national/regional contributions for the Transnational Projects.

The financial contribution from the EU depends on the actual costs incurred by the Beneficiaries in connection with the performance of the Programme (i.e. submitted in the reports, justified and accepted costs corresponding to the payments by the Parties to Transnational Projects and to the Unit Costs accepted as eligible by the EC).

The Coordinator will receive three payments from the EC referred to as:

- Pre-financing 1: 15% of the total EU contribution (including 5% Guarantee Fund)
- Pre-financing 2: 75% of the total EU contribution
- Final Payment: 10% of the total EU contribution (the remainder)

Based on the H2020 financial regulations, a contribution to the Guarantee Fund (5% of the total EU contribution) is deducted from Pre-financing 1 and will be returned with the final payment.

7.1.2 Distribution of the EU Funding

In the Grant Agreement, the EU funding foreseen for the Unit Costs is 1 614 937,50 € and the EU funding foreseen for the transnational projects is 8 385 062,50 €, leading to the maximum grant amount of 10 000 000 €. The amount of the EU funding distributed to each Beneficiary does not derive directly from the calculation foreseen in the GA. The financial contribution from the EU shall be distributed by the Coordinator to the Beneficiaries depending on:

- their actual management costs (cf. Article 7.2 and Attachment 3)
- their participation in the Co-funded Call (cf. Articles 7.3 and 8.4)
- the approval of reports by the EC and the Coordinator (cf. Articles 7.1.4, 7.1.5 and 7.2.1)

All provisions of payments described further in section 7 apply.

There is no direct financial contribution from the EU to the Associates, even though they can benefit indirectly from the costs incurred by the Beneficiaries. In particular, a Beneficiary can cover the fees of a travel related to the Programme that they might not be able to cover themselves, and a budget is foreseen for that purpose.

7.1.3 Payments to the Parties

Payments to the Parties are the exclusive task of the Coordinator. Related banking and transaction costs are borne by the receiving Party.

In particular, the Coordinator shall:

- promptly notify the Party concerned of the date and composition of the amount transferred to its bank account, giving the relevant references
- diligently perform its tasks regarding the proper administration of any funds and maintaining financial accounts
- undertake to keep the financial contribution of the EC to the Programme on separate accounts.

The payment schedule will be handled according to Article 7.2.2 and 7.3 in accordance with the provisions of this CA. All payments will be made on the condition that the funds have been released by the EC to the Coordinator.

7.1.4 Withholding payments

The Coordinator may, after consultation with the SG (cf. Article 4.2), withhold the financial contribution payable to a Beneficiary until the Beneficiary has performed all relevant work concerning the payment in question. In case a Beneficiary has not provided the Coordinator with its deliverables or reports in time or provided non-compliant deliverables or reports, such Beneficiary shall not receive its concerned contribution nor the following instalment until it remedies such non-delivery or noncompliant delivery. The SG may decide on additional appropriate measures with respect to the concerned Beneficiary.

The Coordinator is further entitled to withhold any payments due to a Party identified by the SG to be in breach of its obligations under this CA or the GA and may recover any payments already paid to such Defaulting Party.

The Coordinator is equally entitled to withhold payments to a Party when this is agreed with the EC.

7.1.5 Justifying costs towards the EC

In accordance with its own typical accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Programme towards the EC. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the EC.

The budget shall be valued in accordance with the usual accounting principles and rules of the respective Party.

7.2 Management Budget

The Management Budget partially covers the costs related to the implementation of the activities foreseen in the Work Plan, including the following cost categories:

- Personnel Costs
- Overhead Costs (a flat rate of 7% of Personnel Costs, where applicable)
- Participation Costs
- Other Direct Costs

The initial indicative budget is provided in Attachment 3. This budget can be increased (if EU top-up still available) or decreased upon proposal of the CG and subject to approval of the SG. The Management Budget is an envelope, which can be shifted across Beneficiaries and cost categories insofar as the global envelope is respected and subject to the decision of the CG. The Management Budget includes a Reserve Fund (Article 7.6) which is formed to cover unforeseen management costs encountered while implementing the Programme.

The Management Budget will be distributed according to the real costs actually incurred in relation to the implementation of the activities described in the Work Plan. Only justified and agreed upon management costs can be reimbursed (cf. Article 7.2.2). In case the total financial

contribution from the EU does not fully cover these costs, the procedure described in the Article 7.5 shall be applied.

Management costs are only eligible if they have been incurred in the expenditure eligibility period as specified in the GA.

The total Management Budget is expected to be higher than the available Unit Costs (i.e. 1 614 937,50 €), the difference being compensated with the EU funding for the Transnational Projects (EU top-up). The Consortium will replace any EU top-up that is used to support management activities with national/ regional contributions to the funding of Transnational Projects what will lead to a reduced effective EU top-up rate.

7.2.1 Financial Reporting towards the SG

The Beneficiaries shall deliver all relevant financial data including, but not limited to, the application of the budget use and received payments needed for financial planning, its execution and accountability towards the Consortium and towards the EC, based upon their financial system as provided in the GA and the CA.

The format of these data has to comply with the requirements of the EC and any templates provided by the Coordinator.

For each 12-month period after the Programme's start, Beneficiaries must report:

- Their use of management costs per cost category, using the same cost categories as in the Attachment 3,
- Their actual payments to third parties implementing the transnational projects. For the last period, actual amounts of funding provided to third parties having implemented the transnational projects shall be reported to the Coordinator within the timeframe of the Programme and in compliance with the GA.

All Parties must submit reports to the Coordinator within 30 days following the end of each reporting period. For each period, the Coordinator prepares with the CG a synthesis of these cost claims and checks that they are justified.

7.2.2 Payment of the management costs

A Party should be reimbursed only for tasks it has carried out in accordance with the Work Plan. Only the Parties indicated in the Management Budget may claim management costs as distributed in the Attachment 3 to the CA. The budget is indicative and can be adjusted to the real costs spent by the Parties.

Personnel Costs with overheads and Participation Costs shall be paid to the Parties in the following separate instalments as agreed below (subject to 7.5.2 and 7.1.4):

1. Payment I – to be paid upon receipt of Pre-financing 1 from the EC:
 - 20% of the Participation Costs of each Party
 - 20% of the Personnel Costs with overheads of each Party
2. Payment II – to be paid upon receipt of Pre-financing 2 from the EC after the validation of the list of the Transnational Projects:
 - 50% of the Participation Costs of each Party

- 50% of the Personnel Costs with overheads of each Party
3. Final payment – payment of balance:
- 30% of the Participation Costs of each Party
 - 30% of the Personnel Costs with overheads of each Party

Costs incurred in the “Other direct costs” category will be reimbursed to the Parties each year based on the amounts reported in the annual reports (cf. Article 7.2.1).

A Party that spends less than its allocated management budget will be funded in respect of duly justified eligible costs only. A Party that spends more than its allocated management budget will be funded only up to an amount not exceeding that budget, unless decided otherwise in accordance with Article 7.2.

The reimbursements will be completed without undue delay, providing that the funding from the EU is available.

7.3 Support to Transnational Projects

The total amount of EU funding to Transnational Projects is determined by the provisions of the GA (it is equal to a maximum of 33% of the total eligible costs related to the Transnational Projects but not higher than the available EC contribution). Parties agree that part of this funding will be used for covering management costs (cf. Article 7.2). The remaining amount of EU funding, referred to as the ‘EU top-up’, is distributed to the Parties participating in the Co-funded Call except for those who do not or cannot claim it (cf. article 7.1.4).

For the Parties claiming the EU top-up, its amount depends on their actual costs related to the Transnational Projects while taking into account their funding commitments or possibly a SG decision to grant them a fixed amount of the EU top-up (cf. Article 8.4).

At the time of the Transnational Projects selection, the final amount of EU funding can be estimated on the basis of the Management Budget and funding requested by the Transnational Projects. Later on, the actually incurred management costs and the actual payments to the Transnational Projects are monitored on a yearly basis.

The EU top-up shall be distributed by the Coordinator to the Beneficiaries in separate instalments:

- Ca. 70% on receipt of the Pre-financing 2 from the EC after the validation of the list of the Transnational Projects
- funds remaining after all management costs have been covered, if any – on receipt of the payment of balance

The financial support to the Transnational Projects shall be paid by the respective Parties. The Coordinator shall not transfer any funds directly to the Transnational Projects.

7.4 Return of Excess Payments

In case a Beneficiary has received excess payments, the Beneficiary must return the relevant amount to the Coordinator without undue delay.

In case a Beneficiary earns any receipt that is deductible from the total funding as set out in the CA, the deduction is only directed toward the Beneficiary earning such income. The other

Beneficiaries' financial share of the budget shall not be affected by one Beneficiary's receipt. In case the relevant receipt is more than the allocated share of the Beneficiary as set out in this CA, the Beneficiary shall reimburse the funding reduction suffered by other Beneficiaries.

7.5 Insufficient EU financial contribution

In the unlikely case that the financial contribution of the EU is not sufficient to contribute to the costs of the Programme in the planned way, the Parties agree to use the procedure described in the following paragraphs.

7.5.1 Smaller EU top-up than foreseen for the Co-funded Call

The financial contribution of the EU for the Co-funded Call will be based on actual costs. The fixed reimbursement of the direct costs of providing financial support for Transnational Projects is max. 33%. If the direct costs of providing financial support for the Transnational Projects are smaller than those planned in the GA, the financial contribution of the EU will be smaller as well.

In the case that a Funding Agency has to revoke its agreement to provide funding after the list of Transnational Projects selected for funding has been drawn up and cannot fund their respective national/regional share of the related Transnational Projects, the other Parties shall convene a meeting of the SG to discuss the possibility of replacing and funding the respective members of the concerned Transnational Projects.

If a replacement is not possible a funding gap appears. In the case that the national/regional contributions to the Transnational Projects are insufficient for obtaining the overall planned amount of the EU contribution it also results in a funding gap. In such case, Parties shall convene a meeting of the SG to discuss the possibility of using the EU top-up to cover the management costs that were incurred. This will lead to an equally reduced EU top-up rate (percentage) for all Parties. As a consequence, a larger part of the financial support for the Transnational Projects will need to be covered by the national/regional budgets.

The priority of costs to be covered using the available EU contribution will be decided by the SG. In general, the costs incurred will be covered in the following order:

1. **External common costs** incurred so far by one or more Parties on behalf of and/or for the benefit of the whole consortium (common costs). The external common costs comprise costs resulting from orders/commissions, contracts and payments to external service providers or experts, e. g. related to meetings (room and equipment rental, catering, etc.), website, international publication, online submission tool, expert evaluation (panel, travel costs of experts, etc.) or similar.

2. **Internal common costs** are own (internal) costs incurred so far by one or more Parties on behalf of and/or for the benefit of the whole consortium, in particular resulting from project coordination, work package leadership, task leadership or other common tasks on behalf of and/or for the benefit of the whole consortium. This will mainly comprise own personnel costs and travel costs of own staff.

3. **Participation costs** of the Parties according to Attachment 3 to the CA, respectively a proportional share of those, as appropriate.

4. **EU top-up** of 10% of the actual national/regional contribution to the Transnational Projects in the Co-funded Call.

5. **Gap-filling**, meaning that the EU top-up for the Parties, who have exhausted their available national/regional budgets, will be increased if this will lead to more Transnational Projects being funded and, consequently, to a better utilisation of the available EU funding.

6. **Supplementary EU top-up** through distributing the final remainder among all Parties not having received gap filling (according to number 5.), proportionally to their actual eligible national/regional funding paid to the participants of the Transnational Projects.

In the unlikely event that the funding gap cannot be closed by reducing the EU top-up share, the CG will prepare a proposition for the SG on how the management costs can be reduced. If the reduced management costs still exceed the EU top-up the Parties will jointly strive for a fair and viable solution on how the management costs incurred up to that point can be covered in their entirety.

7.5.2 Fewer units than foreseen in the Work Plan

In the case that the actual number of eligible units (units per Party equal the number of years of the Party's involvement in additional joint activities) is smaller than in the Work Plan, the financial contribution of the EU will be reduced accordingly.

The actual number of eligible units is related to the involvement of the Parties in the specified additional activities indicated in the Work Plan.

It is agreed that the Unit Costs and related indirect costs are used to cover part of the management costs. If a Party is involved in fewer eligible units than foreseen in the Work Plan a funding gap can appear. In this case the Personnel and Participation Costs of the Party not honouring the commitments (fewer years of the Party's involvement in additional joint activities than predicted in the Work Plan, i.e. fewer eligible units) will be reduced accordingly to the reduced EU contribution (the exact amount will be counted as the number of ineligible units multiplied by 11 962,50 Euro).

7.5.3 No financial EU contribution

In the unlikely case that the Programme is terminated and no financial contribution is paid by the EU the Parties agree to jointly strive for a fair and viable solution on how to cover the management costs incurred up to the time of the termination.

7.6 Reserve Fund

The Parties agree to extract € 200.000 from the Management Budget to serve as a "Reserve Fund" which will be distributed among the Parties only at the end of the Programme. The Fund may be used to bridge unexpected liquidity shortages which any of the Parties may experience in the course of the implementation of the Programme.

7.7 Financial consequences of the Termination of the Participation of a Party

A Party leaving the Consortium shall refund, without undue delay, all management costs it has received except the amount stated in the annual report(s) (cf. Article 7.2.1) and approved by the Coordinator and the SG. Furthermore, a Defaulting Party shall, within the limits specified

in Article 5.2, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

A Party leaving the Consortium which has received the EU top-up for Transnational Projects (currently running or planned for funding), shall return any unallocated EU top-up that is being held by the Party at the time of official notification (Article 3.3) within 30 calendar days to the Coordinator. This contribution will be added to the Reserve Fund.

Section 8: Call Implementation

8.1 General Principles

The Parties in the Call shall make every effort to fund as many high quality Transnational Projects as possible.

For each Call, a Memorandum of Understanding, including the Call Announcement (with the national/ regional requirements provided in its annexes) and the Procedures of the Call, shall be signed by all Parties in the Call and serve as a mutual statement of commitment specifying the full terms of the cooperation.

For the Co-funded Call, the Procedures of the Call will adopt all the conditions listed below.

For the possible additional non co-funded call(s), the Procedures of the Call will primarily take into account Article 8.3 and 8.5, whereas the rest of the processes will be subject to the decision of all Parties in such Call.

8.2 Evaluation and Selection Process in the Co-funded Call

The evaluation and selection process shall reflect the rules and regulations set forth by the EC and provided in the GA (Article 15). The evaluation shall be implemented in a two-step procedure. The Transnational Projects shall be selected in accordance with the ranking list established by the Review Panel (RP).

8.2.1 Outline Proposals Stage

After the eligibility checks are completed a single international peer review process shall be established to evaluate the submitted outline proposals. At least two independent experts shall evaluate each outline proposal. The result of meeting of the Review Panel shall be the ranking list of the outline proposals, based on which the SG will decide on the outline proposals that will be invited to submit a full proposal.

The overall requested budget of the selected outline proposals should not exceed the total budget of the Call by more than 3 times. The exact cut-off line shall be proposed by the CS and agreed upon by the SG.

8.2.2 Full Proposals Stage

After the eligibility checks are completed a single international peer review process shall be established to evaluate the submitted full proposals. At least three independent experts shall evaluate each full proposal. The Review Panel shall rank the proposals according to the evaluation criteria defined in the Call Announcement. The result of the peer review shall be the

ranking list of the full proposals, based on which the SG will decide on the proposals that will be selected for funding.

8.2.3 Selection of Transnational Projects

Based on the ranking list of the full proposals established by the Review Panel and taking into account the available national/ regional budgets and the available EU top-up (cf. Article 8.2), the SG will elaborate the list of projects selected for funding by exploring and discussing various scenarios and choosing one by consensus or voting.

Once a proposed list of projects selected for funding is accepted, it is published on the Programme website. The Parties then take all appropriate steps to fund the selected projects. If they encounter any unforeseen issue at this stage, they diligently inform the SG.

In the case of the Co-funded Call (following the provisions of the Articles 19.1 and 20.3 of the GA):

- the list of the Transnational Projects selected for funding is delivered to the EC together with the ranking list, information on each Transnational Project, including abstracts and data on each participant, in a format specified by the EC, for publication and evaluation purposes. The Funding Agencies shall inform their project participants that the above-mentioned data will be submitted to the EC.
- the Funding Agencies shall provide to the Coordinator within 20 days of the end of the selection process (an agreement by the SG on the list of Transnational Projects selected for funding), a formal and duly signed commitment on availability of funds for their national/regional share of the Transnational Projects.

8.3 Mitigation measures for over- and undersubscription

Each Party in the Call commits to the best-effort obligation to reasonably respond to the expected national/ regional demand for funding by introducing the following measures:

Before the Call publication:

- Align the national/regional contribution to the Call budget with the anticipated demand and/or add conditions for requesting funding in the regional/national annex (e.g. limit requested funding per partner or project).

In-between the two stages of the evaluation:

- Increase its contribution to the Call budget if it is deemed necessary;
- If the initial national/ regional oversubscription after the outline proposal submission exceeds a factor of approximately 3 (or 2, respectively, for countries not eligible for receiving EU top-up) each Party in the Call is responsible to implement the most suitable mechanisms to comply with this requirement. The number of invited full proposals must be in line with the available national/ regional budgets. As an overall goal, all Parties will be requested to avoid oversubscription in the full proposal stage exceeding a factor of approximately three (3) (or two (2) respectively, for countries not eligible for receiving EU top-up).

After the second stage of the evaluation:

- Increase its contribution to the Call budget if it is deemed necessary,

- Propose reductions of its applicants' budgets within the proposals if possible.

The Call publication stage shall include relevant public information and recommendations to assist the applicants with issuing a funding request being aware of the regional/ national budget constraints.

In-between the two stages of the evaluation, the SG may agree to encourage modifications of the Transnational Projects for the purpose of balancing the requested funding across the Parties in the Call (e.g. inform the selected applicants about Parties with high and low funding pressure and possibility of project budget modifications). After each stage of evaluation, the SG may also negotiate modifications of the funding plan with the Transnational Projects. In any case, it shall not be detrimental to the fairness of the selection process and shall guarantee the quality of the Transnational Projects.

8.4 Use of EU top-up for funding the Transnational Projects

Each Party in the Co-funded Call commits to the best-effort obligation (cf. Article 8.3) to allow for a proportional distribution of the EU top-up and to fund as many Projects as possible following the ranking list elaborated by the Review Panel.

After the second stage of the evaluation, to fill potential gaps in the ranking list resulting from insufficient national/regional funding, the Parties in the Co-funded Call may consider shifting the EU top-up across the Parties. For this purpose, the Parties will not insist on a proportional distribution of the EU top-up. However:

- the EU top-up for Transnational Projects for each Party shall be limited to its respective national/regional financial contribution to the Co-funded Call;
- a Party can veto a distribution decision which would limit its share of the EU top-up to less than 10% of its actual contribution to the Transnational Projects.

The final distribution of the EU top-up shall be agreed upon by the SG by consensus or voting.

The SG can re-evaluate the rules of using EU top-up for funding Transnational Projects if the funding decision leads to the loss of more than 20% of EU contribution.

8.5 Conflicts of interests

Each Party agrees that, in order to avoid any conflicts of interest within the Call, it will be excluded from the discussions on the Call-related issues and relevant decision making processes within the SG and the CG, if the Party or its Affiliated Entities (as defined in Article 2 of the Horizon 2020 Rules for Participation) plan to respond themselves to the Call. Such a Party will be further excluded from the evaluation and selection of the proposals submitted within the Call.

In selecting the members of the Review Panel, the SG shall also endeavour to avoid any possible conflicts of interest.

The CS shall prepare a template concerning potential conflicts of interests and a declaration, which must be signed by each member of the Review Panel.

8.6 Contractual obligations regarding Funded Projects in the Co-funded Call

Funding Agencies for Funded Projects in the Co-funded Call agree to inform their project participants about the following obligations:

- have a signed consortium agreement within the first 3 months after the start of the project addressing the following topics at least:
 - Internal organisation and management of the consortium
 - Intellectual Property arrangements
 - Settlement of internal disputes
- prepare popular science summaries of the project contents for programme activities and publications (e.g. for brochures, [digital] newsletters, the website, etc.)
- take part in, and contribute with project presentations and/or posters to the foreseen events of CHANSE
- take part in the two monitoring surveys (mid-term and final) to measure project progress and to submit mid-term and final project reports to CHANSE
- provide information on their projects, including data on each participant and abstracts of the project proposal, in a format specified by the EC for publication and evaluation purposes
- provide information on any activities raising ethical issues before the beginning of this activity following the requirements set in Art. 34.2 of the GA along with
 - a) any ethics committee opinion required under national law and
 - b) any notification or authorisation for activities raising ethical issues required under national law,

and to restrain from carrying out this activity until the approval of funding parties.

Section 9: Results

For the avoidance of doubt, the Articles below apply if their provisions are compatible with EU State aid rules.

9.1 Ownership of Results

For the avoidance of doubt, the term 'Results' in this section refers to the Results generated by the Parties and does not include the results generated by the Funded Projects.

Results and intellectual property rights attached to them are owned by the Party that generates them. Results to which several Parties financially or directly contributed shall be jointly owned corresponding to the rules of the GA.

Unless otherwise agreed:

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

(b) fair and reasonable compensation.

9.2 Dissemination of own Results

During the Programme and for a period of 1 year after its end, 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 29.1 of the GA subject to the following provisions.

Prior notice of any planned publication shall be given first to Coordinator at least 50 calendar days before the publication.

9.3 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 already published.

Section 10: Access Rights

For the avoidance of doubt, this section refers to the Access Rights of the Parties and does not include the background/results of the Funded Projects.

10.1 Access Rights

In Attachment 1, the Parties have identified and agreed on the Background for the Programme 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.

Any Party can propose to the SG to modify its Background in Attachment 1 by written notice to the other Parties.

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

A request for Access Rights may be made up to twelve months after the end of the Programme or, in the case of a non-defaulting Party leaving voluntarily and with the other Parties' consent, up to twelve months after the termination of the requesting Party's participation in the Programme.

10.2 Access Rights for Parties entering or leaving the Consortium

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 SG to terminate its participation in the Consortium.

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.

Any Party leaving the Programme shall continue to grant Access Rights pursuant to the GA and this CA as if it had remained a Party for the whole duration of the Programme.

Section 11: Non-disclosure of information and confidentiality

11.1 Scope

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 Programme during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or, in the case it was 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 considered “Confidential Information”.

11.2 Approach

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the GA, for a period of 4 years after the end of the Programme:

- 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 strictly 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 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 proof of on-going obligations.

11.3 Range

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

11.4 Exception

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 GA;

- 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 of Article 11.7 hereunder.

11.5 Handling

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

11.6 Unauthorised disclosure

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.

11.7 Disclosing Confidential Information in order to comply with applicable laws or regulations

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.

The confidentiality obligations under this CA shall not prevent the obligations arising from the GA concerning the communication with the EC.

11.8 Confidentiality for Transnational Projects

The content of the proposals received under the Call(s) is deemed to be confidential, except for the list of Transnational Projects selected for funding, along with data of each participant and abstracts of these projects (cf. Article 8.2). This obligation shall survive the expiration or termination of the CA (cf. Article 3.3).

Section 12: Miscellaneous

12.1 Attachments, inconsistencies and severability

This CA consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession Amendment template)
- Attachment 3 (Management Budget)
- Attachment 4 (Initial composition of the CHANSE Steering Group)

In case the terms of this CA are in conflict with the terms of the GA, the terms of the latter shall prevail. In such cases, the text of the CA can be modified accordingly and such modifications

will not require a formal signature of each Party. In case of conflicts between the attachments and the core text of this CA, the latter shall prevail.

Should any provision of this CA become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this CA. 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.

12.2 No representation, partnership or agency

Except if otherwise provided in Article 6.3, 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 CA 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.

12.3 Notices and other communication

Any notice to be given under this CA 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 CA 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 or e-mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

- Other communication between the Parties may also be effected by other means such as email with acknowledgement of receipt, fulfilling the conditions of the written form.
- Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

12.4 Assignment and amendments

No rights or obligations of the Parties arising from this CA 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 CA, with an exception of Attachment 3, Attachment 4 and not explicitly listed in its Article 6.3 or 12.1, require a separate written agreement to be signed between all Beneficiaries and submitted to all Associates before the launch of the signature process.

12.5 Mandatory national law

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

12.6 Language

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

12.7 Applicable law

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

The Parties ensure that processing of personal data in the scope of the Programme is compatible with the provisions of the Regulation (EU) 2016/679 of the European Parliament and 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 repealing Directive 95/46/EC (i.e. General Data Protection Regulation or GDPR), what will be regulated in separate document(s).

12.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

In case of a conflict of opinion, which cannot be solved within the respective Consortium Body or between the respective Consortium Bodies, the Coordinator shall be approached for advice. The Coordinator may firstly decide to seek decision of the CG and secondly the whole SG in order to come to a solution.

Any dispute which cannot be settled amicably shall be subject to the jurisdiction of the competent administrative court in Brussels.

Section 13: Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages.

SK – Slovakia – Slovak Academy of Sciences (SAS),

legally represented by Prof. RNDr. Pavol Šajgalík, DrSC, President

January 18, 2021

Date

Stamp and Signature

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 Cofund-Action. This is the purpose of this attachment.

As for all Parties to this CA, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of neither of the Parties shall be Needed by another Party for implementation of the Cofund-Action (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

Attachment 2: Accession Amendment Template

The template provided below is to be filled in by each new legal entity willing to become a Party to this Consortium Agreement.

**ACCESSION AMENDMENT No. [N]
to the CHANSE Consortium Agreement
signed between the Beneficiaries and constituted under
European Commission Grant Agreement No. 101004509**

[OFFICIAL NAME OF THE NEW PARTY], established in [registered address of the new Party], represented for the purpose of signing this Accession Amendment by the undersigned,

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

NATIONAL SCIENCE CENTRE (NCN), established in Twardowskiego 16, 30-312 Kraków, represented for the purpose of signing this Accession Amendment by the undersigned,

hereby certifies that the Consortium has unanimously accepted the accession of the above-mentioned new Party to the Consortium.

The recipients for notices for the new Party are

Representative Name:
 E-mail:
 Phone:
 Postal address:

Proxy Name:
 E-mail:
 Phone:
 Postal address:

This Accession Agreement has been done into two (2) originals to be duly signed by the undersigned authorised representatives.

For the Coordinator,

**NATIONAL SCIENCE CENTRE
(NCN)**

Name:

Position:

Date and Place:

Stamp and signature:

For the new Party,

[NAME OF THE NEW PARTY]

Name:

Position:

Date and Place:

Stamp and signature

Attachment 3: CHANSE Management Budget

CHANSE MANAGEMENT BUDGET PROPOSAL

1. Personnel Costs Estimate (PM number per Party per Task) with overheads added (7%)

| | PMs | NCN | FWF | FNRS | FWO | BNSF | HAZU | HRZZ | CAS | DAFSHE | ETAG | AKA | DLR | NKFIH | RANNIS | VIAA | RCL | FNR | NWO | RCN | UEFISCDI | SAS | MIZS | ARRS | AEI | SNSF | FORTE | UKRI |
|---|----------------|---------------|--------------|--------------|--------------|--------------|---------------|-------------|------------|----------------|--------------|--------------|-----------------|-------------|----------------|--------------|---------------|--------------|--------------|--------------|----------------|-------------|--------------|---------------|---------------|--------------|--------------|----------------|
| WP1: Management | 49,2 | 44 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 | 0,2 |
| WP2: Preparation and launch of the co-funded call | 43,1 | 15 | 0,6 | 0,6 | 0,6 | 0,6 | 0 | 0,6 | 0,6 | 0,6 | 8,7 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 1 | 0,6 | 0 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 6,2 | 0,6 | 0,6 | 0,6 |
| WP3: Evaluation and proposal selection for the co-funded call | 49,4 | 17 | 0,6 | 0,6 | 0,6 | 0,6 | 0 | 0,6 | 0,6 | 0,6 | 8,1 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 1 | 0,6 | 0 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 11,1 | 0,6 | 0,6 | 0,6 |
| WP4: Follow-up and monitoring of projects resulting from the co-funded call | 43,2 | 13 | 0,4 | 0,4 | 0,4 | 0,4 | 0,2 | 0,4 | 0,4 | 7 | 0,4 | 0,4 | 2,4 | 0,4 | 0,4 | 0,4 | 0 | 0,4 | 0,2 | 0,4 | 4,4 | 0,4 | 0,4 | 0,4 | 0,4 | 4 | 0,4 | 4,4 |
| WP5: Communication, Exploitation and Dissemination of the results | 41,6 | 23 | 0,6 | 0,6 | 0,6 | 0,6 | 1,6 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 0,6 | 0,9 | 0,6 | 0,6 | 0,6 | 1,6 | 0,6 | 0,6 | 0,6 | 0,6 | 1,6 | 0,6 | 0,6 |
| WP6: Additional activities | 36 | 8 | 0,5 | 0,5 | 0,5 | 0,5 | 1,5 | 0,5 | 0,5 | 0,5 | 0,5 | 0,5 | 9,5 | 0,5 | 0,5 | 0,5 | 0 | 0,5 | 5,5 | 0,5 | 0,5 | 0,5 | 0,5 | 0,5 | 0,5 | 0,5 | 0,5 | 0,5 |
| TOTAL | 263 | 120 | 2,9 | 2,9 | 2,9 | 2,9 | 3,5 | 2,9 | 2,9 | 9,5 | 18,5 | 2,9 | 13,9 | 2,9 | 2,9 | 2,9 | 2,9 | 2,9 | 6,5 | 2,9 | 7,9 | 2,9 | 2,9 | 2,9 | 19 | 7,5 | 2,9 | 6,9 |
| Personnel costs [EUR]: | 1213877 | 372000 | 18850 | 20300 | 15950 | 11835 | 8816,5 | 6728 | 0 | 57570 | 55500 | 16707 | 202286,7 | 8700 | 16820 | 10150 | 5040,7 | 30160 | 39000 | 24038 | 46452 | 8700 | 14210 | 8120 | 95000 | 68250 | 22577 | 30116,8 |
| Personnel Costs with 7% overheads [EUR]: | 1279911 | 398040 | 20170 | 21721 | 17067 | 12663 | 9433,7 | 7199 | 0 | 61599,9 | 59385 | 17876 | 202286,7 | 9309 | 17997,4 | 10861 | 5393,5 | 32271 | 41730 | 25721 | 49703,6 | 9309 | 15205 | 8688,4 | 101650 | 68250 | 24157 | 32224,9 |
| PM rate [EUR]: | na | 3100 | 6500 | 7000 | 5500 | 4081 | 2519 | 1748 | na | 6060 | 3000 | 5761 | 14553 | 3000 | 5800 | 3500 | 1738,2 | 10400 | 6000 | 8289 | 5880 | 3000 | 4900 | 2800 | 5000 | 9100 | 7785 | 4364,75 |
| TOTAL No of PMs: | 263 | 120 | 2,9 | 2,9 | 2,9 | 2,9 | 3,5 | 2,9 | 2,9 | 9,5 | 18,5 | 2,9 | 13,9 | 2,9 | 2,9 | 2,9 | 2,9 | 2,9 | 6,5 | 2,9 | 7,9 | 2,9 | 2,9 | 2,9 | 19 | 7,5 | 2,9 | 6,9 |

2. Participation Costs (travel & accomodation during CHANSE meetings and related costs)

| | TOTAL | NCN | FWF | FNRS | FWO | BNSF | HAZU | HRZZ | CAS | DAFSHE | ETAG | AKA | DLR | NKFIH | RANNIS | VIAA | RCL | FNR | NWO | RCN | UEFISCDI | SAS | MIZS | ARRS | AEI | SNSF | FORTE | UKRI |
|-----------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Participation Costs [EUR]: | 290000 | 30 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 | 10 000 |

3. Other Direct Costs

| | TOTAL | NCN | FWF | FNRS | FWO | BNSF | HAZU | HRZZ | CAS | DAFSHE | ETAG | AKA | DLR | NKFIH | RANNIS | VIAA | RCL | FNR | NWO | RCN | UEFISCDI | SAS | MIZS | ARRS | AEI | SNSF | FORTE | UKRI |
|--|--------|---------|-----|------|-----|------|--------|------|-----|--------|--------|-----|--------|-------|--------|------|-----|-----|--------|-----|----------|-----|------|------|--------|------|-------|---------|
| Consortium Meetings (SG, CG) | 70000 | 70 000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submission system for the Call | 35000 | | | | | | | | | | 35 000 | | | | | | | | | | | | | | | | | |
| Evaluation Panel Meetings | 120000 | 60 000 | | | | | | | | | | | | | | | | | | | | | | | 60 000 | | | |
| Projects' Launch Event | 30000 | | | | | | | | | | | | | | | | | | | | 30 000 | | | | | | | |
| Projects' Mid- Term and Final Event | 60000 | 30 000 | | | | | 30 000 | | | | | | | | | | | | | | | | | | | | | |
| Other meetings (workshops, seminars, etc.) | 70000 | 10 000 | | | | | | | | | | | 30 000 | | | | | | | | | | | | | | | 30 000 |
| Website and PR materials | 20000 | 20 000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Knowledge Exchange Facilitator | 150000 | | | | | | | | | | | | | | | | | | | | | | | | | | | 150 000 |
| Cooperation with the PC | 30000 | 30 000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cooperation with HERA & NORFACE | 40000 | | | | | | | | | | | | | | | | | | 40 000 | | | | | | | | | |
| Audit | 100000 | 100 000 | | | | | | | | | | | | | | | | | | | | | | | | | | |

Attachment 4: Initial composition of the CHANSE Steering Group

| No | Participant short name | Country | Steering Group member, Name & Surname, E-mail | Deputy(ies), if applicable |
|----|------------------------|-------------|---|---|
| 1 | NCN | Poland | Malwina Gębalska, malwina.gebalska@ncn.gov.pl ; | Michał Kaczmarek, michal.kaczmarek@ncn.gov.pl |
| 2 | FWF | Austria | Petra Grabner, petra.grabner@fwf.ac.at | |
| 3 | FNRS | Belgium | Joël Groeneveld, joel.groeneveld@frs-fnrs.be | |
| 4 | FWO | Belgium | Toon Monbaliu, eranet@fwo.be | |
| 5 | BNSF | Bulgaria | Milena Aleksandrova, aleksandrova@mon.bg | |
| 6 | HAZU | Croatia | Nella Lonza, nella.lonza@gmail.com | Jelena Đukić, jdukic@hazu.hr |
| 7 | HRZZ | Croatia | Jasminka Boljević, jasminka@hrzz.hr | |
| 8 | CAS | Czechia | Alena Žochová, zochova@kav.cas.cz | |
| 9 | DAFSHE | Denmark | Anne-Marie Søndergaard Christensen, amsc@sdu.dk | Christian Møller Dahl, cmd@sam.sdu.dk |
| 10 | ETAG | Estonia | Katrin Kello, Katrin.Kello@etag.ee | Anna Mossolova, anna.mossolova@etag.ee |
| 11 | AKA | Finland | Janne Niemi, janne.niemi@aka.fi | |
| 12 | DLR | Germany | Christa Engel, Christa.Engel@dlr.de | Christopher Wertz, Christopher.Wertz@dlr.de |
| 13 | NKFIH | Hungary | Anita Csiszár, anita.csiszar@nkfi.gov.hu | |
| 14 | RANNIS | Iceland | Sigrún Ólafsdóttir, Sigrun.Olafsdottir@Rannis.is | |
| 15 | VIAA | Latvia | Uldis Berkis, Uldis.Berkis@viaa.gov.lv | Maija Bundule, Maija.Bundule@viaa.gov.lv |
| 16 | LMT | Lithuania | Laura Kostelnickienė, laura.kostelnickiene@lmt.lt | |
| 17 | FNR | Luxembourg | Asael Rouby, Asael.ROUBY@fnr.lu | |
| 18 | NWO | Netherlands | Maya Rispens, m.rispens@nwo.nl | Alice Dijkstra a.dijkstra@nwo.nl |
| 19 | RCN | Norway | Gunnlaug Daugstad, gd@forskningsradet.no | |

| | | | | |
|----|----------|----------------|--|---|
| 20 | UEFISCDI | Romania | Nicoleta Dumitrache, nicoleta.dumitrache@uefiscdi.ro | |
| 21 | SAS | Slovakia | Zuzana Panisova, panisova@up.upsav.sk | Martin Novak, mnovak@up.upsav.sk |
| 22 | MIZS | Slovenia | Davor Kozmus, Davor.Kozmus@gov.si | |
| 23 | ARRS | Slovenia | Marko Perdih, Marko.Perdih@arrs.si | Ana Jakopin, Ana.Jakopin@arrs.si |
| 24 | AEI | Spain | Jonas Radl, jradl@clio.uc3m.es | |
| 25 | SNSF | Switzerland | Pierre Willa, pierre.willa@snf.ch | Krämer Daniel, daniel.kraemer@snf.ch ; Marie Guyaz del Aguila, marie.guyaz@snf.ch |
| 26 | FORTE | Sweden | Thomas Jacobsson, Thomas.Jacobsson@forte.se | Tove Hammarberg, tove.hammarberg@forte.se |
| 27 | UKRI | United Kingdom | Jeremy Neathey, Jeremy.Neathey@esrc.ukri.org | |