



# DESCA

Horizon 2020 Model  
Consortium Agreement  
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## **CONSORTIUM AGREEMENT**

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 “Rules for Participation”), and the European Commission Multi-  
beneficiary General Model Grant Agreement and its Annexes, and is made on the first day of  
the month following the month in which the Grant Agreement is signed, hereinafter referred to  
as the Effective Date

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hereinafter, jointly or individually, referred to as the “Parties” or “Party”

relating to the Action entitled

**Future Oriented Collaborative Policy Development For Rural Areas And People**  
in short

## **PoliRural**

hereinafter referred to as “Project”

### **WHEREAS:**

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **1 Section: Definitions**

### **1.1 Definitions**

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

### **1.2 Additional Definitions**

#### **“Consortium Body”**

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

#### **“Consortium Plan”**

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

#### **“Funding Authority”**

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

#### **“Defaulting Party”**

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

#### **“Needed” means:**

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

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

### **“Software”**

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

## **2 Section: Purpose**

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

## **3 Section: Entry into force, duration and termination**

### **3.1 Entry into force**

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

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

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

### **3.2 Duration and termination**

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

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

If

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

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

### **3.3 Survival of rights and obligations**

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

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

## **4 Section: Responsibilities of Parties**

### **4.1 General principles**

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

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

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

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

### **4.2 Breach**

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 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 General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof, which may include termination of its participation.

### **4.3 Involvement of third parties**

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or Linked Third Parties as defined in the Grant Agreement and Rules for Participation No. 1290/2013) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement. Such Party shall conclude written agreement with such third party in order to ensure obligation mentioned hereinbefore. Relevant Party shall submit a copy of the agreement concluded between such Party and third party to Coordinator. Agreement mentioned in previous sentence is subject to confidentiality obligation.



## **5 Section: Liability towards each other**

### **5.1 No warranties**

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

Therefore,

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

### **5.2 Limitations of contractual liability**

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

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

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

### **5.3 Damage caused to third parties**

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

### **5.4 Force Majeure**

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

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

## **6 Section: Governance structure**

### **6.1 General structure**

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

- 1) **General Assembly** as the ultimate decision-making body of the consortium

- 2) **Steering Committee** as the supervisory and managing body responsible for the proper and timely implementation of the Project which shall report to and be accountable to the General Assembly
- 3) **Coordinator** is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement

## 6.2 General operational procedures for all Consortium Bodies

### 6.2.1 Representation in meetings

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

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

### 6.2.2 Preparation and organisation of meetings

#### 6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	In person at least once a year, conference call every month	At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly
Steering Committee	Teleconference at least once a month, in person at least once in six months	At any time upon written request of any Member of the Steering Committee

#### 6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Steering Committee	14 calendar days	7 calendar days

#### 6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	7 calendar days

#### **6.2.2.4 Adding agenda items:**

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

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Steering Committee	2 calendar days

#### **6.2.2.5**

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

#### **6.2.2.6**

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

#### **6.2.2.7**

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

#### **6.2.2.8**

Any decision may also be taken without a meeting (i.e. without teleconference or meeting in person) if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

### **6.2.3 Voting rules and quorum**

#### **6.2.3.1**

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

#### **6.2.3.2**

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

### **6.2.3.3**

A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

### **6.2.3.4**

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

## **6.2.4 Veto rights**

### **6.2.4.1**

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

### **6.2.4.2**

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

### **6.2.4.3**

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 7 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

### **6.2.4.4**

When a decision has been taken without a meeting a Member may veto such decision within 7 calendar days after written notification by the chairperson of the outcome of the vote.

### **6.2.4.5**

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

### **6.2.4.6**

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

### **6.2.4.7**

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

## **6.2.5 Minutes of meetings**

### **6.2.5.1**

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

### **6.2.5.2**

The minutes shall be considered as accepted if, within 10 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

### **6.2.5.3**

The chairperson shall 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 Specific operational procedures for the Consortium Bodies**

### **6.3.1 General Assembly**

Project kick-off meeting organised in the first month of the Project will be the first in person meeting of General Assembly. In addition to the rules described in Section 6.2, the following rules apply:

#### **6.3.1.1 Members**

##### **6.3.1.1.1**

The General Assembly shall consist of one representative of each Party (hereinafter as "General Assembly Member").

##### **6.3.1.1.2**

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

##### **6.3.1.1.3**

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

##### **6.3.1.1.4**

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

#### **6.3.1.2 Decisions**

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

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

### Content, finances and intellectual property rights

- Overall Project strategy
- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

### Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement
- Reallocation of responsibilities and effort among Parties
- Settlement of disputes or differences between Parties
- or any other issues reserved by General Assembly in accordance with decision making rules set out in this Consortium Agreement.

If necessary General Assembly is entitled to create ad hoc Task Forces consisting of members appointed by General Assembly (hereinafter as "Task Forces"). Task Forces are Consortium bodies that shall work in order to solve well-defined problems in a limited time period. The problem which should be solved by any particular Task Force and time period dedicated to the solution of such problem-sets, shall be stated by General Assembly in the moment of the creation of any particular Task Force at the latest.

## **6.3.2 Steering Committee**

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

### **6.3.2.1 Members**

The Steering Committee shall consist of the Coordinator, all Work Package Leaders, the Technical Manager, the Dissemination and Communication Manager and the Ethics Manager.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds.

#### **6.3.2.2 Meetings**

The Coordinator shall organise regular monthly conference calls in order to ensure and coordinate day-to-day work of the Project. These monthly calls are open to all members of the Consortium. For avoidance of any doubt Parties declare that only Steering Committee members mentioned in article 6.3.2.1 have voting rights.

#### **6.3.2.3 Minutes of meetings**

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

#### **6.3.2.4 Decisions and Tasks**

##### **6.3.2.4.1**

Steering Committee shall have the following tasks and take these decisions:

- Implementation of the directives and decisions of the General Assembly
- Effective and efficient implementation of the Project
- Guidance and monitoring of the WPs, the coordination among WPs, and the resolution of conflicts
- Approval of all Project plans including communication, exploitation, and business plans
- Ownership of identified risks and approval of all changes to the Project
- All decisions on recommendations for follow-up actions to be implemented following the review meetings or any ad hoc communication from the REA Project Officer
- Prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

##### **6.3.2.4.2**

The Steering Committee shall seek a consensus among the Parties.

##### **6.3.2.4.3**

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

##### **6.3.2.4.4**

The Steering Committee shall monitor the effective and efficient implementation of the Project.

##### **6.3.2.4.5**

In addition, the Steering Committee shall collect information at least every 6 months on the overall progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan or propose to take other measures to the General Assembly.

##### **6.3.2.4.6**

Besides the Tasks and Decisions defined in article 6.3.2.4 the Steering Committee shall support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables.



#### 6.3.2.4.7

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

### 6.4 Coordinator

#### 6.4.1

The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement. The Coordinator is in particular ultimately responsible for the execution and strategic management of the project in line with article 41.2 of the Grant Agreement. The Coordinator will implement the agreed strategy, oversee the choice of techniques, and supervise the monitoring of the results, and coordinate the quality assurance function.

#### 6.4.2

The Coordinator shall be responsible for:

- the day-to-day operations of the Project,
- coordinating the development of any contingency plans,
- processing external and internal requests,
- ensuring coherence of organisational structure & drafting of deliverables following approval procedures
- following closely the developments in study areas
- managing the production of Project deliverables within the time frame
- monitoring closely and controlling the quality of the Project deliverables
- directing and motivating the Parties as Project team
- in cooperation with the whole Steering Committee monitoring that the Project is implemented properly, by controlling project progress at a strategic level
- quality assurance
- ensuring that risks are being tracked and mitigated as effectively and early as possible
- organising and chairing project meetings in accordance with this Consortium Agreement
- conducting final quality checks for all deliverables
- final approval of deliverables before uploading them to the online system
- being in general the key decision maker with advice from others
- monitoring fulfilment of stated obligations by respective Parties
- keeping the address list of Members and other contact persons updated and available
- reviewing all deliverables, assuring their timely delivery as well as approval to progress to the project's next stage
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned



- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims
- requesting any documents required by the Funding Authority from beneficiaries and verify their completeness and correctness before passing them on to the Funding Authority
- submitting the deliverables and reports to the Funding Authority
- ensuring that all payments are made to all beneficiaries without unjustified delay
- informing the Funding Authority of the amounts paid to each beneficiary, as and when required under the Grant Agreement or requested by the Funding Authority.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority as necessary.

Besides the Tasks and Decisions listed above the Coordinator shall appoint the Technical Manager, Dissemination and Communication Manager, Ethics Manager and Assistants to the respective Managers.

#### **6.4.3**

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

#### **6.4.4**

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

#### **6.4.5**

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

### **6.5 Roles of the Managers, Assistants to the Managers and WP Leaders**

#### **6.5.1 Technical Manager and Assistant to the Technical Manager**

The Technical Manager is appointed by the Coordinator under whose discretion and responsibility is the technical assessment of deliverables and participation in internal Quality Control for Work Packages 1-6. The Technical Manager reports to the Coordinator and the Steering Committee, and shall cooperate very closely with the Assistant to the Technical Manager.

The Assistant to the Technical Manager is appointed by the Coordinator, reports to the Technical Manager and shall assist with and facilitate the work of the Technical Manager e.g. execution of the decisions of the General Assembly as well as the day-to-day management of the Project, in particular:

- support the Coordinator in chairing key technical team meetings
- follow up with individual partners to ensure timely delivery and quality of technical deliverables
- represent Coordinator's views, position and preferences at various events (internal and external, online and offline) during which the Coordinator is not present

- support part of the Quality Control process in accordance with this Agreement
- ensure the delivered Project product meets the needs of users and stakeholders; and
- direct the Project team to turn the Project Results into commercially viable solutions and products.

### **6.5.2 Dissemination and Communication Manager (DCM) and Assistant to DCM**

The Dissemination and Communication Manager (DCM) and Assistant to DCM are appointed by the Coordinator and shall be responsible for managing and coordinating the dissemination activities within the different Work Packages. They shall also prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29. The Assistant to DCM reports to the DCM, and the DCM reports to the Coordinator and the Steering Committee.

At the beginning of the Project, the DCM together with the Assistant to DCM will in collaboration with all Parties create a Dissemination Plan in order to identify different target audiences and the best means for reaching them.

The DCM and the Assistant to DCM shall ensure timely and proper submission of the Work Package 7 deliverables in the required quality and form.

### **6.5.3 Ethics Manager and Assistant to the Ethics Manager**

The Ethics Manager and Assistant to the Ethics Manager are appointed by the Coordinator and shall cooperate very closely. As the experts for ethics issues they shall ensure timely and proper submission of deliverables in the required quality and form for Work Package 9. They shall be responsible for managing and ensuring that all activities within all the different Work Packages meet all the ethical requirements. The Assistant to the Ethics Manager reports to the Ethics Manager, and the Ethics Manager reports to the Coordinator and the Steering Committee.

The Ethics Manager and Assistant to the Ethics Manager shall ensure that the Project implementation is in accordance with the rules and principles described in Sections 5 Ethics and Security of the Description of Action. The Assistant to the Ethics Manager shall assist with the Project implementation and all ethical requirements that arise from the scope of the Project with regard to the applicable legislation, in particular with General Data Protection Regulation (GDPR). The Ethics Manager will oversee the implementation of the Article 34 of the Grant Agreement (Ethics and Research Integrity).

### **6.5.4 Work Package Leaders**

Work Package Leaders as representatives of leading Parties for particular Work Packages are responsible for timely and proper submission of deliverables in the required quality and form.

The WP Leaders' prime responsibility is to ensure that the production of the deliverables defined in the Description of Action (DoA), Grant Agreement and Project Plan are delivered in the appropriate quality and in time and cost acceptable to the Steering Committee. The WP Leaders report to and take direction from the Steering Committee in the areas of their responsibilities:

- direct, motivate, plan and monitor the WP team work
- advise the Coordinator of any deviations from the plan
- ensure all Project issues are properly reported
- manage risks within their Work Packages

- be responsible for part of the Quality Control process in accordance with this Agreement
- ensure quality controls of the working teams are performed and planned correctly

## **6.6 Internal Quality Control, Monitoring and Reporting**

Quality Control shall consist of a two-stage approval process and includes internal reporting and deliverable control.

### **6.6.1 Internal reporting**

Parties shall report every six months each time on the 25<sup>th</sup> day of the month following the six-month internal reporting period. The internal report shall consist of two parts:

1. Technical part – description of activities and deliverables (e.g. sum of deliverables)
2. Financial part (e.g. PMs, personnel costs and other costs, etc.).

As mentioned hereinbefore, the internal reporting is subject to a two-stage approval process. Each Party shall submit the internal report with its deliverables produced in accordance with this Agreement and rules applicable for Horizon 2020 projects to the relevant Work Package Leader – i.e. when the Party is part of several Work Packages, said Party shall produce reports for each Work Package in which said Party takes part in. In the first stage of the internal quality control, the report is reviewed and approved by the Work Package Leader to whom Parties report to as mentioned herein.

In the second stage of the internal quality control, the report is reviewed and approved by the relevant manager in cooperation with the assistant to the manager as in 6.5 above.

The Coordinator is the supervisor who reviews all reports submitted by Work Package Leaders, and the relevant managers and assistant managers.

### **6.6.2 Deliverable control**

Parties shall implement the Project and produce deliverables in accordance with the Description of Action (DoA), Grant Agreement and Project Plan. In order to ensure the described quality of Project deliverables, Parties agree on implementing a two-stage deliverable control as described herein.

Each Party which is in charge of any Deliverable in accordance with the DoA shall nominate two persons involved in the production of the Deliverable, who shall produce and submit a Deliverable Implementation and Availability Report (DIAR), in which said Party shall specify and assess the progress of work for the relevant deliverable, and assess if that particular deliverable will be ready for submission to the Funding Authority in time. The DIAR together with the latest version of the deliverable available at the time shall be submitted to the relevant WP Leader no later than 45 days before the deadline for the relevant deliverable.

In the first stage of the deliverable control, the relevant Work Package Leader reviews the DIAR and deliverable and provides comments to the Party in charge of the Deliverable within 15 days of receipt at the latest. If needed, after receiving comments from the WP Leader the Party amends the report/deliverable and submits them to the WP Leader for review and approval no later than 30 days before the deadline for the relevant deliverable. Once approved, the WP Leader shall submit the DIAR and deliverable for review to the relevant manager and assistant manager as in 6.5 above no later than 15 days before the deadline for the relevant deliverable.

In the second stage of the deliverable control, the DIAR and deliverable are reviewed and approved by the relevant manager in cooperation with the assistant manager, and are then submitted to the Coordinator no later than 7 days before the deadline for the relevant deliverable.

The Coordinator is the supervisor who reviews all reports and deliverables submitted by the relevant managers and assistant managers and who submits the deliverables to REA.

## **6.7 Change Request**

Any Party may raise a Change Request which concerns the process of requesting, reviewing, approving, carrying out and controlling changes of Project deliverables. Any Change Request has to be in line with the Grant Agreement rules. The Coordinator will ensure that each Change Request is captured and proactively managed to conclusion.

An initial review should be made to examine the need for the change, how it could be achieved and what the different consequences would be. The necessary review shall be performed by the Coordinator together with the Steering Committee. Based on the conclusions reached, a recommended course of action will be proposed. It is worth noting that even minor changes to the DoA will be justified to Funding Authority, including in those cases when an amendment is not required. Delays in the submission of a deliverable are considered deviations from the Action and therefore need to be justified to Funding Authority. It is the responsibility of the Coordinator to inform Funding Authority of any such changes.

## **6.8 Risk Management**

The objective of Risk Management is to avoid unjustified Project interruptions, cost overruns, uncontrollable time or scheduling extensions and, crucially, underperformance in terms of failure to reach the stated objectives. In response to this need, a detailed Risk Management Plan will be created. The Risk Management Plan will lay out a strategy for effective identification and mitigation of all possible risks that can in one way or another undermine Project success.

If any minor deviations from the Project plan will be reviewed by the Coordinator, who will take appropriate actions based on the assessment of the problem at hand. Should a problem be deemed serious, the Coordinator will convene all Parties to determine the best way forward, while at the same time seeking the advice of REA Project Officer.

# **7 Section: Financial provisions**

## **7.1 General Principles**

### **7.1.1 Distribution of Financial Contribution**

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

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

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

### **7.1.2 Justifying Costs**

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

### **7.1.3 Funding Principles**

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

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

### **7.1.4 Return of excess payments; receipts**

#### **7.1.4.1**

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

#### **7.1.4.2**

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

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs incurred by the other Parties in order to perform its and their tasks.

## **7.2 Budgeting**

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

## **7.3 Payments**

### **7.3.1**

Payments to Parties are the exclusive tasks of the Coordinator. In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Funding Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall, before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

### 7.3.2

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

- Funding of costs included in the Consortium Plan will be paid to Parties in separate instalments and subject to the conditions agreed below:

<b>1</b>	<b>25%</b> of the budget of the Party	advance payment after the signature of the Grant Agreement and Consortium Agreement and after the receipt of the first payment from the Funding Authority
<b>2</b>	<b>maximum 13,75%</b> of the budget of the Party	after acceptance of the internal quality control report for the period from the beginning of the first month of the Project until the end of the sixth month (M1 – M6) – payment is expected in M8 <ul style="list-style-type: none"> <li>• payment for the eligible costs to the maximum amount of 13,75% of the budget of each Party</li> </ul>
<b>3</b>	<b>maximum 13,75%</b> of the budget of the Party	after acceptance of the internal quality control report for the period M7 – M12– payment is expected in M14 <ul style="list-style-type: none"> <li>• payment for the eligible costs to the maximum amount of 13,75% of the budget of each Party</li> </ul>
<b>4</b>	<b>maximum 13,75%</b> of the budget of the Party	after acceptance of the internal quality control report for the period M13 – M18 and acceptance of the first project report by the Funding Authority – payment is expected in M21 <ul style="list-style-type: none"> <li>• payment for the eligible costs to the maximum amount of 13,75% of the budget of each Party</li> </ul>
<b>5</b>	<b>maximum 8,75%</b> of the budget of the Party	after acceptance of the internal quality control report for the period M19 – M24 – payment is expected in M26 <ul style="list-style-type: none"> <li>• payment for the eligible costs to the maximum amount of 8,75% of the budget of each Party</li> </ul>
75% of the budget of the Party is expected to be spent by this point – after the first (advance) payment (25% of the Party's budget) and the following four interim payments (as in this table above: payments 2-5). If the relevant Party has not by this point incurred actual costs of 75% of its budget, such Party is to obtain a payment for eligible costs of up to 75% of the Party's budget after the approval of the internal report in M32.		
<b>6</b>	<b>balance payment of eligible costs – maximum 20% + 5% released from the Guarantee Fund</b>	after the receipt of the balance payment of 20% from the Funding Authority and after the release of 5% retained for the Guarantee Fund by the Funding Authority, and after acceptance of the final report by the Funding Authority

- Each Party is entitled to receive payments only for costs eligible in accordance with the Grant Agreement. Funding for costs accepted by the Funding Authority will be paid to the Party concerned.
- The Coordinator shall distribute the payments to Parties by the end of the month following the month in which conditions for payments were met at the latest.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement (e.g. late delivery of particular deliverables, deliverables in poor quality etc.) or to a Beneficiary which has not yet signed this Consortium Agreement.

Parties explicitly agree that the Coordinator is entitled to decide on withholding any payment to any Party that repeatedly does not deliver its deliverables in the time allotted by the



Consortium Plan or in the requested quality. Such measures shall be preceded by the coordinator's notice identifying the breach to the infracting Party and provide an appropriate opportunity for a remedy. If any respective Party does not take remedial actions in the given time allotment, the Coordinator is entitled to withhold payments to the infracting Party.

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

## **8 Section: Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them.

### **8.2 Joint ownership**

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research 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.

For avoidance of any doubt Parties explicitly agree on the obligation to conclude joint ownership agreement in period of 90 days from the creation of jointly owned Results. Such agreement shall include detailed rules for any dealing of jointly owned Results. Such Agreement can contain only more strict rules than this Consortium Agreement and shall be in compliance with this Consortium Agreement and Grant Agreement.

### **8.3 Transfer of Results**

#### **8.3.1**

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

#### **8.3.2**

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

#### **8.3.3**

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

### **8.3.4**

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

### **8.3.5**

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

## **8.4 Dissemination**

### **8.4.1**

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

### **8.4.2 Dissemination of own Results**

#### **8.4.2.1**

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

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

#### **8.4.2.2**

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

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

#### **8.4.2.3**

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

## **8.5**

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.



### **8.5.1 Dissemination of another Party's unpublished Results or Background**

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

### **8.5.2 Cooperation obligations**

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

### **8.5.3 Use of names, logos or trademarks**

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

## **8.6 Open Access**

The Consortium will in accordance with allocation of tasks stated in DoA develop an internal policy for managing scientific, technical and other value added information produced by the Project. The aim here would be to ensure that all relevant results marked in the DoA as "public" are available free of charge and in a way that is conducive to re-use (Open Access).

The treatment of original research data produced by the Project will follow "as open as possible, as closed as necessary" principle as specified in the Horizon 2020 Open Research Data Pilot. Parties ensure that Project data will be FAIR (findable, accessible, interoperable, reusable) which is as important as ensuring its compliance with international protocols and legal requirements (e.g. GDPR, the European Code of Conduct for Research Integrity).

## **9 Section: Access Rights**

### **9.1 Background included**

#### **9.1.1**

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

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

#### **9.1.2**

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

### **9.2 General Principles**

#### **9.2.1**

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

### **9.2.2**

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

### **9.2.3**

Access Rights shall be free of any administrative transfer costs.

### **9.2.4**

Access Rights are granted on a non-exclusive basis.

### **9.2.5**

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

### **9.2.6**

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

### **9.2.7**

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

## **9.3 Access Rights for implementation**

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

## **9.4 Access Rights for Exploitation**

### **9.4.1 Access Rights to Results**

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions which could be also royalty-free.

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

### **9.4.2**

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

### **9.4.3**

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

## **9.5 Access Rights for Affiliated Entities**

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4. only if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement. Such agreement could also contain the time period for which the Access Rights are granted.

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

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

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party or upon lapse of period set out in bilateral agreement.

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

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

## **9.6 Additional Access Rights**

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

## **9.7 Access Rights for Parties entering or leaving the consortium**

### **9.7.1 New Parties entering the consortium**

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

### **9.7.2 Parties in a breach**

If Party is in a breach of obligations stated in this Consortium Agreement or in the Grant Agreement all granted Access Rights shall cease to exist until the breaching Party takes remedy action in order to act in compliance with all binding documents and stated obligations.

### **9.7.3 Parties leaving the consortium**

#### **9.7.3.1 Access Rights granted to a leaving Party**

##### *9.7.3.1.1 Defaulting Party*

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

##### *9.7.3.1.2 Non-defaulting Party*

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

#### **9.7.3.2 Access Rights to be granted by any leaving Party**

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

## **9.8 Specific provisions for Access Rights to Software**

### **9.8.1 Definitions relating to Software**

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

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

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

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

### **9.8.2 General principles**

Parties agree that no Party is entitled to grant exclusive license to the Software that is Result. In case any Party creates Software as a project Result, such Party shall notify the others under which non-exclusive license the Software could be used, disseminated and exploited. The notification mentioned in previous sentence shall be done by the relevant Party before the first dissemination, use or exploitation of such Software.

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

Parties' Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code

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

### 9.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

**(1) Access to the Object Code;** and,

where normal use of such an Object Code requires an Application Programming Interface (hereafter API), **(2) Access to the Object Code and such an API;** and,

if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access to the Source Code, **(3) Access to the Source Code** to the extent necessary.

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

### 9.8.4 Software licence and sublicensing rights

#### 9.8.4.1 Object Code

##### 9.8.4.1.1 Results - Rights of a Party

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

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

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

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

##### 9.8.4.1.2 Results - Rights to grant sublicenses to end-users

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

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

#### *9.8.4.1.3 Background*

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

#### **9.8.4.2 Source Code**

##### *9.8.4.2.1 Results - Rights of a Party*

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

##### *9.8.4.2.2 Results – Rights to grant sublicenses to end-users*

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

Further sublicensing of Source Code is explicitly excluded.

##### *9.8.4.2.3 Background*

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

#### **9.8.5 Specific formalities**

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

## **10 Section: Non-disclosure of information**

### 10.1

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

## 10.2

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

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

## 10.3

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

## 10.4

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

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



## 10.5

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

## 10.6

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

## 10.7

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

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

# 11 Section: Miscellaneous

## 11.1 Data protection

In case any personal data as defined in General Data Protection Regulation (hereinafter also referred to as “**GDPR**”) is collected within the implementation of the Project, such personal data shall be processed in accordance with applicable EU and national law. In case of processing of personal data by a non-EU Party this Party shall ensure that personal data will be processed in accordance with EU law and in accordance with legislation of at least one Party which is an EU member state.

Parties shall take appropriate measures in order to ensure fulfilment of obligations resulting from their position of data controller or data processor stated in GDPR regulation and applicable national legislation. In all cases no matter if processed personal data were collected before the start of the Project or during the Project, it shall be collected on the basis of GDPR having legal grounds for such collecting and following processing.

Each Party will ensure that it has in place and observes appropriate technical and contractual measures to ensure the security of the personal data and to guard against unauthorised or unlawful access to or processing of the personal data and against accidental loss or destruction of, or damage to, the personal data.

Parties shall also ensure proper processing of sensitive personal data especially ensure fulfilment of specific legal obligations related to such personal data and stated by GDPR.

If applicable in accordance with GDPR, Parties shall ensure the appointment of their Data Protection Officer (DPO) and confirm to the Coordinator whether they have such obligation or not. Non-EU Parties shall appoint their DPO if applicable in compliance with GDPR regulation. All Parties shall submit to the Coordinator their detailed data protection policy. If any of the Parties do not have their data protection policy they shall develop it on the basis of GDPR.



If applicable, Parties shall ensure informed consent of data subject using common form of such consent developed by Project consortium. All informed consents shall be submitted to the Ethics Manager who shall keep all consents on file.

For avoidance of any doubt Parties shall observe the obligations related to cross border processing between EU and non-EU Parties even during the implementation of the Project.

All Parties shall ensure that all personal data (including sensitive data) collected by respective Party can be used for the purpose of implementation of the Project. All Parties shall also ensure that all personal data are collected in accordance with relevant legislation and this Agreement.

The Consortium will in accordance with the allocations of tasks stated in DoA develop Data Management Plan, a document which outlines how the Project data will be handled both during the lifespan of the Project and after, covering all aspects of data management, from metadata generation and data preservation, as well as well any claims to intellectual property rights.

## **11.2 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified Affiliated Entities)

Attachment 5 (Description of Action)

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

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

## **11.3 No representation, partnership or agency**

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

## **11.4 Notices and other communication**

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

### Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

### Other communication:

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

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

### **11.5 Assignment and amendments**

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 (LP) require a separate written agreement to be signed between all Parties.

### **11.6 Mandatory national law**

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

### **11.7 Language**

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

### **11.8 Applicable law**

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

### **11.9 Settlement of disputes**

The parties shall endeavour to settle their disputes amicably.

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

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

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

## 12 Section Signatures

### **AS WITNESS:**

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

**Ceska zemedelska univerzita v Praze**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Ceske centrum pro vedu a spolecnost**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Plan4all zs**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**NUVIT, z. u.**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Slovenska Polnohospodarska Univerzita v Nitre**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:



**Agroinstitút Nitra, statny podnik**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**City of Nitra**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Kajo sro**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Obcianske zdruzenie Vidiecky parlament**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Baltic Open Solutions Center**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Vidzemes Planosanas Regions**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Agroresursu un Ekonomikas Instituts**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Latvijas Lauku Forums Biedriba**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:



**Neuropublic AE Pliroforikis & Epikoinonion**

Signature(s):

Name(s): Ioannis Koufoudakis

Job title(s): Chief Executive Officer

Date:

Stamp:

**Gaia Epicheirein Anonymi Etaireia Psifiakon Ypiresion**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Agricultural University of Athens**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Περιφέρεια Στερεάς Ελλάδας**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Sociedade Portuguesa de Inovação – Consultadoria Empresarial E Fomento Da Inovação S.A.**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Migal Galilee Research Institute Ltd.**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**21c Consultancy Limited**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Innovagritech srl**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:



**Asplan viak internet as**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Crehan, Kusano & Associates**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**The Joint Institute for Innovation policy AISBL**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Vlaamse Instelling voor Technologisch Onderzoek n.v.**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**AG Futura Technologii DOOEL Skopje**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Club of Ossiach**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Empresa de Transformación Agraria S.A., S.M.E, M.P.**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Fundacion SocialInnolabs**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:



**Oliva Quesada Antonio**

Signature(s):

Name(s): Antoni Oliva Quesada

Job title(s): Consultant

Date:

Stamp:

**Loytty Tuula-Maija**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Hämeen ammattikorkeakoulu Oy**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

## European Rural Development Network

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**The National Microelectronics Applications Centre Ltd.**

Signature(s):

Name(s): John J O'Flaherty

Job title(s): Technical Director

Date:

Stamp:

**Murgia Più – Società Consortile a.r.l.**

Signature(s):

Name(s): Luigi Boccaccio

Job title(s): Technical consultant

Date:

Stamp:

**Confagricoltura Foggia**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:

**Zdruzenie Platforma Za Zelen Razvoj Skopje**

Signature(s):

Name(s):

Job title(s):

Date:

Stamp:



## Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

### PARTY no. 3

As to Plan4all zs, it is agreed between the Parties that, to the best of their knowledge (please choose),

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Smart Points of Interest ( <a href="http://sdi4apps.eu/spoi/">http://sdi4apps.eu/spoi/</a> )	ODbL licence	ODbL licence
Open Transport Map ( <a href="http://opentransportmap.info/">http://opentransportmap.info/</a> )	ODbL licence	ODbL licence
Open Land Use Map ( <a href="http://sdi4apps.eu/open_land_use/">http://sdi4apps.eu/open_land_use/</a> )	Various licences, see the link for more details	Various licences, see the link for more details
SDI4Apps cloud platform ( <a href="https://github.com/SDI4Apps/cloud-platform">https://github.com/SDI4Apps/cloud-platform</a> )	Apache License Version 2.0, January 2004	Apache License Version 2.0, January 2004
OTN platform ( <a href="http://opentransportnet.eu/">http://opentransportnet.eu/</a> )	Apache License Version 2.0, January 2004	Apache License Version 2.0, January 2004

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

### PARTY no. 19

As to MIGAL GALILEE RESEARCH INSTITUTE LTD, it is agreed between the Parties that, to the best of their knowledge (please choose),

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Agricultural land use GIS layers	ODbL licence	Use under written consent only
Orchard farming database	ODbL licence	Use under written consent only

DSS for irrigation scheduling based on irrigation controller data, water stress data, and fruit growth data	Use under written consent only	Use under written consent only
Pareto Optimization for Statistical Learning in Soil Sampling Design	Use under written consent only	Use under written consent only
Technologies to improve livestock management practices	Use under written consent only	Use under written consent only
Method for Pretreatment of Wastewater and Recreational Water with Nanocomposites	Several patents existing	

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

**ALL OTHER PARTIES (apart from Plan4all and MIGAL)**

As to all the other parties, it is agreed between the Parties that, to the best of their knowledge (please choose)

Option 2: No data, know-how or information of all the other parties shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

## Attachment 2: Accession document

ACCESSION

**of a new Party to**

**PoliRural Consortium Agreement, version [..., YYYY-MM-DD]**

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

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

**CESKA ZEMEDELSKA UNIVERZITA**

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

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

**[Date and Place]**

**[INSERT NAME OF THE NEW PARTY]**

Signature(s)

Name(s)

Title(s)

**[Date and Place]**

**[INSERT NAME OF THE COORDINATOR]**

Signature(s)

Name(s)

Title(s)

### **Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.**

#### **Joanneum Research Forschungsgesellschaft Mbh**

Leonhardstrasse 59, 8010, Graz, Austria

#### **Fundacion Tecnalia Research & Innovation**

Parque Cientifico Y Tecnologico De Bizkaia, Astondo Bidea, Edificio 700, po box: 000, 48160, Derio Bizkaia, Spain

#### **Teknologian tutkimuskeskus VTT Oy**

Vuorimiehentie 3, po box: 1000, 02150, Espoo, Finland

#### **Nederlandse Organisatie Voor Toegepast Natuurwetenschappelijk Onderzoek Tno**

Anna Van Buerenplein 1, po box: 000, 2595 DA, Den Haag, Netherlands

#### **TECNOLOGIAS Y SERVICIOS AGRARIOS, S.A., S.M.E, M.P.**

Julian Camarillo 6, 28037, Madrid, Spain

## **Attachment 4: Identified Affiliated Entities according to Section 9.5**

Not applicable.

**Attachment 5: Description of Action**