



European Microkelvin Platform

Consortium Agreement

Horizon 2020

Call: H2020-INFRAIA-2018-2020/H2020-INFRAIA-2018-1

Grant Agreement 824109

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CONSORTIUM AGREEMENT

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as "the Rules"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 1 February 2015, hereinafter referred to as the Effective Date

THIS CONSORTIUM AGREEMENT is based upon

BETWEEN:

1. **RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG (UHEI)**, established in **SEMINARSTRASSE 2, HEIDELBERG 69117, Germany, DE811225433**, the Coordinator, represented for the purposes of signing the Agreement by Legal Signatory, **Susanne GEISELHART**,
2. **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)**, established in **RUE MICHEL ANGE 3, PARIS 75794, France, FR40180089013**, represented for the purposes of signing the Agreement by Legal Signatory, **Jérôme PARET**, as Délégué Region de la Délégation Alpes and acting on behalf of Institut Nœel research unit (UPR2940),
3. **AALTO KORKEAKOULUSAATIO SR (AALTO)**, established in **OTAKAARI 1, ESPOO 02150, Finland, FI22283574**, represented for the purposes of signing the Agreement by Legal Signatory, **Jouko Lampinen**,
4. **USTAV EXPERIMENTALNEJ FYZIKY SLOVENSKEJ AKADEMIE VIED (SAV)**, established in **WATSONOVA 47, KOSICE 04001, Slovakia, SK2021364752**, represented for the purposes of signing the Agreement by Legal Signatory, **Peter Kopcansky**,
5. **UNIVERSITAT BASEL (UNIBAS)**, established in **PETERSPLATZ 1, BASEL 4051, Switzerland, CHE115244907MWST**, represented for the purposes of signing the Agreement by Legal Signatory, **Torsten Schwede**
6. **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE (RHUL)**, a university registered by Act of Parliament and incorporated by Royal Charter RC000823 whose administrative offices are at Royal Holloway, University of London, Egham Hill, EGHAM Surrey, TW20 0EX, United Kingdom, GB212327410, represented for the purposes of signing the Agreement by Legal Signatory, **Alicen Nickson**,
7. **TECHNISCHE UNIVERSITAET WIEN (TUW)**, established in **KARLSPLATZ 13, WIEN 1040, Austria, ATU37675002**, represented for the purposes of signing the Agreement by Legal Signatory, **Prof. Johannes Fröhlich**, Vice Rector for Research and Innovation,
8. **LANCASTER UNIVERSITY (ULANC)**, established in **BAILRIGG, LANCASTER LA1 4YW, United Kingdom**, represented for the purposes of signing the Agreement by Legal Signatory, **Sarah Randall-Paley**

9. **PHYSIKALISCH-TECHNISCHE BUNDESANSTALT (PTB)**, established in Bundesallee 100, BRAUNSCHWEIG 38116, Germany, DE811240952, represented for the purposes of signing the Agreement by Legal Signatory, Barbara Tafel

10. **CHALMERS TEKNISKA HOEGSKOLA AB (CHALMERS)**, established in -, GOETEBORG 41296, Sweden, SE556479559801, represented for the purposes of signing the Agreement by Legal Signatory, Mikael Fogelström

11. **MAGNICON GMBH (MAGN)**, established in BARKHAUSENWEG 11, HAMBURG 22339, Germany, DE268459420, represented for the purposes of signing the Agreement by Legal Signatory, Henry J. Barthelmess

12. **LEIDEN CRYOGENICS BV (LEIC)**, established in GALGEWATER 21, LEIDEN 2311 VZ, Netherlands, NL820838445B01, represented for the purposes of signing the Agreement by Legal Signatory, Yassu Frossati Okayama

13. **Teknologian tutkimuskeskus VTT Oy (VTT)**, established in VUORIMIEHENTIE 3, Espoo 02150, Finland, FI26473754, represented for the purposes of signing the Agreement by Legal Signatory, Jukka Hast

14. **CRYOCONCEPT FRANCE (CRYOC)**, established in 4 AVENUE DES ANDES, LES ULIS 91940, France, FR45803871797, represented for the purposes of signing the Agreement by Legal Signatory, Olivier Guia

15. **BASEL PRECISION INSTRUMENTS GMBH (BASPI)**, established in KLINGELBERGSTR 82 DEPT PHYSIK UNI BASEL, BASEL 4056, Switzerland, CHE148663323MWST, represented for the purposes of signing the Agreement by Legal Signatory, Parisa Fallahi

16. **OXFORD INSTRUMENTS NANOTECHNOLOGY TOOLS LIMITED (OXI)**, established in TUBNEY WOODS, ABINGDON OX13 5QX, United Kingdom, GB596117025, represented for the purposes of signing the Agreement by Legal Signatory, Ziad Melhem

17. **BLUEFORS CRYOGENICS OY (BLUE)**, established in ARINATIE 10, HELSINKI 00370, Finland, FI21832199, as 'beneficiary not receiving EU funding', represented for the purposes of signing the Agreement by Legal Signatory, David Gunnarsson

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

relating to the Action entitled

EUROPEAN MIKROKELVIN PLATFORM

in short

EMP

hereinafter referred to as "Project"

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"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 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.

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature 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 and provide that the Grant Agreement enters into force.

A new entity 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
- is terminated,

or if a Party's participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith 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 take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

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

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.

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) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

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

Section 6: Governance structure

6.1 General structure

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

General Assembly as the ultimate decision-making body of the consortium

Executive Board (EB) as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

financial, dissemination and organizational role.

6.2 General operational procedures for all Consortium Bodies

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

The **Project Manager (PM)** supports the Coordinator and WP leaders with administrative,

6.2.1 Representation in meetings

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

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

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	At least once every 12 months	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least every 6 months	At any time upon written request of any Member of the Executive Board

6.2.2.2 Notice of a meeting:

	Ordinary meeting	Extraordinary meeting
General Assembly	30 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

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:

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	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	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	10 calendar days, 5 calendar days for an extraordinary meeting
Executive Board	5 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 Any decision may also be taken without a meeting 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. The chairperson shall send a notice of the outcome of the vote within 14 calendar days after the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.3, no Member has sent an objection in writing to the chairperson. If an objection was sent the topic will be discussed in the next meeting. 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.

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

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

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 Defaulting Parties 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 15 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.

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

6.2.4.4 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.

6.2.4.5 A Party may not veto decisions relating 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.

6.2.4.6 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 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 15 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

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

6.3.1.1 Members

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

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.

6.3.1.1.2 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.

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 Executive Board shall also be considered and decided upon by the General Assembly.

Content, finances and intellectual property rights

Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority

The following decisions shall be taken by the General Assembly:

- 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 8.2.2)
- 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

Appointments

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

Executive Board Members

6.3.2 Executive Board

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

The Executive Board (EB), comprising of the Coordinators for the Joint Research Activities (JRA), Networking Activities (NA) and Transnational Access (TA), the Innovation Manager, and the chair of the Dissemination Committee, is the supervisory body for the effective and efficient execution of the project, which reports to and is accountable to the General Assembly. The EB is responsible for the proper execution and implementation of the decisions of the General Assembly.

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

It will be responsible for taking decisions that are not necessary to refer to the General Assembly. The EB will aim to reach a consensus wherever possible. If no consensus can be reached, decisions will be made by simple majority vote.

The EB should meet at least two times a year on the ordinary basis. The EB will ensure that deliverables are both produced (to the agreed standard) and milestones achieved, decisions needed for further progress are taken, all results are disseminated on time, the exploitation plans are investigated in details, guidance, support and motivation are provided to members when

appropriate, regular project meetings are held, amendments to the Grant Agreement and Consortium Agreement are initiated, the intellectual property rights issues are regularly reviewed etc.

6.3.2.2 Minutes of meetings

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

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the EB 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

6.4.2 In particular, the Coordinator shall be responsible for:

monitoring compliance by the Parties with their obligations

Consortium Agreement.

- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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

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.

Funding Authority to change the Coordinator.

6.5 Project Manager

The Project Manager will support the Coordinator and WP leaders with administrative assistance needed for negotiation and seamless Project execution, Project amendments and competitive call preparation (if needed), monitoring and timing of technical deliverables and milestones, timely and quality reporting check and partners budget follow-up.

The Project Manager will be responsible for proper information flow between General Assembly and Coordinator on one side and WP leaders and Parties on the other (minutes of meetings, decisions taken, to do lists, deadlines etc.). Moreover, the Project Manager will be responsible for coordination of Project meetings and dissemination and exploitation planning.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the 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 which 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. For the avoidance of doubt, appropriate adjustments can be made to that share by a decision of the General Assembly, if at the same time some of the Parties has (have) spent less than its (their) allocated share of the related agreed budget as set out in the Consortium Plan.

7.1.4 Return of excess payments; receipts

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

7.1.4.2 In case a Party earns any receipt that is deductible from the total funding as set out in the 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 occurring to 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 Community 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 after receipt from the EU-Commission without undue delay and in conformity with the provisions of the Horizon 2020 (Annotated Model Grant Agreement)

- Costs accepted by the EU-Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

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

Section 8: Results

8.0 Ownership of Results

Results are owned by the Party that generates them.

8.1 Joint ownership

8.1.1 Two or more beneficiaries own results jointly if: (a) they have jointly generated them and (b) it is not possible to: (i) establish the respective contribution of each beneficiary, or (ii) separate them for the purpose of applying for, obtaining or maintaining their protection. The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under this Agreement.

8.1.2 Concerning to Art. 26.2 of the Grant Agreement the joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership. The joint owners shall agree on all protection measures and the division of related cost in advance.

8.1.3 However, where no joint ownership agreement has yet been concluded:

- 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.

8.2 Transfer of Results

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

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

8.2.3 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.

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

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

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 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.

8.3.1.2 An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's Confidential Information is disclosed in the publication.

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

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

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.3.2 Dissemination of another Party's unpublished Results or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background included

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

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

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

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the 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 if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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 and upon written bilateral agreement.

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, 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.

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.

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 leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific provisions for Access Rights to Software

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

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

Section 10: Non-disclosure of information

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

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

not to use Confidential Information otherwise than for the purpose for which it was disclosed;

- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party or destroy on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the 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 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; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

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

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Attachment 4 (Identified Affiliated Entities)

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (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 concerned.

11.4 Assignment and amendments

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

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.

11.9 Materials

Each Party confirms that it will not disclose or pass to any other Party any biological materials, chemical materials, genetically modified organism, and human specimen and should this change the each Party agrees to amend this Consortium Agreement or put in place a further agreement to set out the assurances the providing Party will provide and any additional obligations which the receiving Party will adhere to.

11.10 Personal data

The Parties agree that no Personal Data (as defined under data protection legislation) will be exchanged under this Project and should this change agree to amend this Consortium Agreement to include an Attachment 5 which sets out which Party is a Data Controller or a Data Processor (as defined under the Data Protection Legislation) and each Party's responsibility.

Section 12: Signatures

AS WITNESS:

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

RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG (UHEI)

Signature

Title

Name Susanne Geiselhart

Date

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS),

Signature

Title Délégué Regional Delegation Alpes du CNRS

Name Jérôme PARET

Date

AALTO KORKEAKOULUSAATIO SR (AALTO),

Signature

Title Prof. Dr.

Name Jouko Lampinen

Date

USTAV EXPERIMENTALNEJ FYZIKY SLOVENSKEJ AKADEMIE VIED (SAV)

Signature

Title Dr.

Name Peter Kopcansky

Date

UNIVERSITÄT BASEL (UNIBAS),

Signature

Title : Vice President For Research

Name: Prof. Dr. Torsten Schwede

Date

EMP Consortium Agreement 15.11.2019

ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE (RHUL),

Signature

Title Director of Research and Enterprise

Name Alicen Nickson

Date

TECHNISCHE UNIVERSITÄT WIEN (TUW),

Signature

Title Vice Rector for Research and Innovation

Name Univ. Prof. Dipl.-Ing. Dr. techn. Johannes Fröhlich

Date

LANCASTER UNIVERSITY (ULANC),

Signature

Title Director of Research, Enterprise and Innovation

Name Dion Williams

Date

PHYSIKALISCH-TECHNISCHE BUNDESANSTALT (PTB),

Signature

Title

Name Barbara Tafel

Date

CHALMERS TEKNISKA HOGSKOLA AB (CHALMERS),

Signature

Title Prof. Dr.

Name Mikael Fogelström

Date

MAGNICON GMBH (MAGN),

Signature

Title Dr.

Name Henry J. Barthelmess

Date

LEIDEN CRYOGENICS BV (LEIC),

Signature

Title

Name Yassu Frossati Okayama

Date

Teknologian tutkimuskeskus VTT Oy (VTT),

Signature

Title Prof. Dr.

Name Jukka Hast

Date

CRYOCONCEPT FRANCE (CRYOC),

Signature

Title

Name Olivier Guia

Date

BASEL PRECISION INSTRUMENTS GMBH (BASPI),

Signature

Title Dr.

Name Parisa Fallahi

Date

OXFORD INSTRUMENTS NANOTECHNOLOGY TOOLS LIMITED (OXI),

Signature

Title Dr.

Name Ziad Melhem

Date

BLUEFORS CRYOGENICS OY (BLUE),

Signature

Title Dr.

Name David Gunnarsson

Date

[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 1

As to **RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG (UHEI)**, it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of **RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG (UHEI)** 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.

PARTY 2

As to **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)** 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.

PARTY 3

As to **AALTO KORKEAKOULUSAATIO SR (AALTO)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **AALTO KORKEAKOULUSAATIO SR (AALTO)** 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.

PARTY 4

As to **USTAV EXPERIMENTALNEJ FYZIKY SLOVENSKEJ AKADEMIE VIED (SAV)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **USTAV EXPERIMENTALNEJ FYZIKY SLOVENSKEJ AKADEMIE VIED (SAV)** 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.

PARTY 5

As to **UNIVERSITAT BASEL (UNIBAS)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **UNIVERSITAT BASEL (UNIBAS)** 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.

PARTY 6

As to **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE (RHUL)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE (RHUL)** 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.

PARTY 7

As to **TECHNISCHE UNIVERSITAET WIEN (TUW)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **TECHNISCHE UNIVERSITAET WIEN (TUW)** 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.

PARTY 8

As to **LANCASTER UNIVERSITY (ULANC)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **LANCASTER UNIVERSITY (ULANC)** 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.

PARTY 9

As to **PHYSIKALISCH-TECHNISCHE BUNDESANSTALT (PTB)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **PHYSIKALISCH-TECHNISCHE BUNDESANSTALT (PTB)** 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.

PARTY 10

As to **CHALMERS TEKNISKA HOEGSKOLA AB (CHALMERS)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **CHALMERS TEKNISKA HOEGSKOLA AB (CHALMERS)** 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.

PARTY 11

As to **MAGNICON GMBH (MAGN)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **MAGNICON GMBH (MAGN)** 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.

PARTY 12

As to **LEIDEN CRYOGENICS BV (LEIC)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **LEIDEN CRYOGENICS BV (LEIC)** 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.

PARTY 13

As to **Teknologian tutkimuskeskus VTT Oy (VTT)**, 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)
---------------------	--	--

Option 2: No data, know-how or information of **Teknologian tutkimuskeskus VTT Oy (VTT)** 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.

PARTY 14

As to **CRYOCONCEPT FRANCE (CRYOC)**, 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)
---------------------	--	--

Option 2: No data, know-how or information of **CRYOCONCEPT FRANCE (CRYOC)** 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.

PARTY 15

As to **BASEL PRECISION INSTRUMENTS GMBH (BASPI)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **BASEL PRECISION INSTRUMENTS GMBH (BASPI)** 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.

PARTY 16

As to **OXFORD INSTRUMENTS NANOTECHNOLOGY TOOLS LIMITED (OXI)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **OXFORD INSTRUMENTS NANOTECHNOLOGY TOOLS LIMITED (OXI)** 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.

PARTY 17

As to **BLUEFORS CRYOGENICS OY (BLUE)**, it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of **BLUEFORS CRYOGENICS OY (BLUE)** 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

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

[Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.]

[Attachment 4: Identified Affiliated Entities according to Section 9.5]