



Consortium Agreement

Restoration of wetland complexes as life supporting systems in the Danube Basin

(Restore4Life)

[1/06/2023]

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, July 2022)



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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes and is made on 1.06.2023, hereinafter referred to as the Effective Date

BETWEEN:

1. **UNIVERSITATEA DIN BUCURESTI - UB**, established in SOSEAU PANDURI 90, 050663, BUCURESTI, Romania, the Coordinator
2. **UNIVERSITAET FUER BODENKULTUR WIEN - BOKU**, established in GREGOR MENDEL STRASSE 33, 1180, WIEN, Austria,
3. **INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE PENTRU GEOLOGIE SI GEOECOLOGIE MARINA-GEOECOMAR - GEOECOMAR**, established in DIMITRIE ONCIUL STREET 23-25, 024053, BUCURESTI, Romania,
4. **UNIVERSITATEA DUNAREA DE JOS DIN GALATI**, established in Strada DOMNEASCA nr. 47, 800008, GALATI, Romania,
5. **University of Novi Sad Faculty of Agriculture (UNSFA)**, established in Trg Dositeja Obradovica 8, 21000, NOVI SAD, Serbia
6. **University of Novi Sad Faculty of Sciences - UNSPMF**, established in Trg Dositeja Obradovica 3, 21000 , Novi Sad , Serbia
7. **SVEUCILISTE JOSIPA JURJA STROSSMAYERA U OSIJEKU - UNIOS**, established in TRG SVETOG TROJSTVA 3, 31000, OSIJEK, Croatia
8. **PRIRODNO MATEMATICKI FAKULTET - FACULTY OF SCIENCES AND MATHEMATICS UNIVERSITY OF NIS FSM**, established in VISEGRADSKA 33, 18 000, NIS, Serbia
9. **ADMINISTRATIA NATIONALA DE METEOROLOGIE R.A. - ANM**, established in SOS. BUCURESTI-PLOIESTI 97, 013686, BUCURESTI SECTORUL 1, Romania,
10. **KATHOLISCHE UNIVERSITAT EICHSTATT-INGOLSTADT - KUEI**, established in Ostenstrasse 26-28, 85072, Eichstätt, Germany
11. **ASOCIATIA WWF ROMANIA - WWF Romania**, established in BD. TUDOR VLADIMIRESCU 29 SECTOR 5, 050881, BUCURESTI, Romania
12. **KOZEP-TISZA-VIDEKEI VIZUGYI IGAZGATORSAG - CENTRAL TISZA RURAL WATER DIRECTORATE**, established in BOLDOG SANDOR ISTVAN KRT 4, 5000, SZOLNOK, Hungary,
13. **INSTITUTE OF LANDSCAPE ECOLOGY OF THE SLOVAK ACADEMY OF SCIENCES**, established in Stefanikova 3, 814 99, BRATISLAVA, Slovakia,
14. **NATIONAL INSTITUTE OF GEOPHYSICS GEODESY AND GEOGRAPHY - BULGARIAN ACADEMY OF SCIENCES - NIGGG BAS**, established in UL. ACAD G BONCHEV BL 3, 1113, SOFIA, Bulgaria

15. **POKRAJINSKI ZAVOD ZA ZASTITU PRIRODE (PZZP) - Institute for Nature Conservation of Vojvodina Province**, established in Radnicka 20a, 21000, Novi Sad, Serbia
16. **F6S NETWORK IRELAND LIMITED - F6S IE**, established in 39 FITZWILLIAM PLACE, D02 ND61, DUBLIN, Ireland
17. **North Hungarian Water Directorate**, established in Vörösmarty u. 77., 3530, Miskolc, Hungary
18. **SOFIA UNIVERSITY ST KLIMENT OHRIDSKI - UNISOFIA**, established in BUL TZAR OSVOBODITEL 15, 1504, SOFIA, Bulgaria
19. **NEMZETI KOZSZOLGALATI EGYETEM - UNIVERSITY OF PUBLIC SERVICE**, established in LUDOVICA TER 2, 1083, BUDAPEST, Hungary
20. **JAVNA USTANOVA UNIVERZITET CRNE GORE PODGORICA - UOM**, established in CETINJSKA 2, 81000, PODGORICA, Montenegro
21. **UNIVERZITET U SARAJEVU - UNSA**, established in OBALA KULINA BANA 7, 71000, SARAJEVO, Bosnia and Herzegovina
22. **FUNDATIA CENTRUL NATIONAL PENTRU DEZVOLTARE DURABILA - CNDD**, established in STR HATMANUL ARBORE NR 21 ET 3 APT 6, 011601, BUCHAREST, Romania,
23. **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS - CSIC**, established in CALLE SERRANO 117, 28006, MADRID, Spain,
24. **FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut fuer Gewaesseroekologie und Binnenfischerei**, established in RUDOWER CHAUSSEE 17, 12489, BERLIN, Germany
25. **BRATISLAVSKE REGIONALNE OCHRANARSKEZDRUZENIE - REGIONAL ASSOCIATION FOR NATURE CONSERVATION AND SUSTAINABLE DEVELOPMENT**, established in NA RIVIERE 7/A, 841 04, BRATISLAVA, Slovakia
26. **INSTITUT ZA VODE REPUBLIKE SLOVENIJE - IZVRS**, established in EINSPIELERJEVA ULICA 6, 1000, LJUBLJANA, Slovenia
27. **HELMHOLTZ-ZENTRUM FÜR UMWELTFORSCHUNG GMBH – UFZ**, established in PERMOSERSTRASSE 15, 04318, LEIPZIG, Germany
28. **INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE DELTA DUNARII – INCDDD**, established in BABADAG ST 165, 820112, TULCEA, Romania
29. **VIA DONAU ÖSTERREICHISCHE WASSERSTRASSEN GESELLSCHAFT MBH - VIA DONAU**, established in DONAU CITY STRASSE 1, 1220, WIEN, Austria
30. **MINISTERUL MEDIULUI, APELOR SI PADURILOR**, established in BULEVARDUL LIBERTATII 12, 040129, BUCURESTI, Romania
31. **ARCHIPELAGOS INSTITOUTO THALASSIAS PROSTASIAS - ARCHIPELAGOS INSTITUTE OF MARINE CONSERVATION**, established in POTAMI MESOKAMPOU MYTILINIOI 42, 83103, SAMOS, Greece

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary”

relating to the Action entitled

Restoration of wetland complexes as life supporting systems in the Danube Basin in short

Restore4Life

hereinafter referred to as “Project”

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Associated Partners (AP)”

Associated Partners means a Party/ies as defined in Article 9.1 of the Grant Agreement. They must implement the action tasks attributed to them in Annex 1 of the Grant Agreement but their costs are not eligible and they do not charge costs or contributions to the EC. They may however receive funds independently from alternative sources, such as but not limited to national funding.

“Background”

Background means any data, know-how or information - whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights - that is: (i) held by participants prior to their accession to the action; (ii) needed to implement the Action or for exploiting the Results of the Action; and (iii) identified by the participants in accordance with Article 9.1.

“Consortium Body”

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

“Consortium Plan”

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

“Granting Authority”

means the body awarding the grant for the Project.

“Data Protection Laws”

Data Protection Laws means the European General Data Protection Regulation 2016 ((EU) 2016/679) and/or any national laws, regulations and secondary legislation relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority, as may be amended from time to time; and in the case of any party that is an International Organisation, means their internal legislation on data privacy protection.

“Defaulting Party”

Defaulting Party means a Party which the Consortium 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.

"Dissemination"

Dissemination means the public disclosure of the Results by any appropriate means (other than resulting from protecting or exploiting the Results), including by scientific publications in any medium.

"Exploitation" or "Exploit"

Exploitation or Exploit means the direct or indirect use of Background and/or Results in further research and innovation activities other than those covered by the Action concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

"Fair and Reasonable Conditions"

Fair and Reasonable Conditions means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the Exploitation envisaged.

“Force majeure”

Force majeure means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

“Legitimate Interest(s)”

Legitimate Interest includes but is not limited to academic or commercial interest, which breach would result in such Party suffering great harm in the cases provided for in 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 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

This Consortium Agreement shall have effect from the start date of the Project as specified in the Grant Agreement 101112736.

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

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary does not sign the Accession form to the Agreement, or
- the Grant Agreement is terminated, or
- a Beneficiary'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.

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3) and its funding body's requirements.

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

Each Party shall promptly provide all information reasonably required by the Steering Committee or by the Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

4.2 Breach

In the event that the Consortium 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 Consortium, 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 not remedied within that period or is not capable of remedy, the Consortium may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

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

4.3 Involvement of third parties

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

4.4 Specific responsibilities regarding data protection

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

4.5 Compliance with International Law

4.5.1 Research on Land

Where the Parties intend to conduct research on land, they shall ensure that they obtain any necessary licence, authorisation, approval, permit etc. prior to the conduct of the research and shall comply with any applicable rules and regulations and international treaties and conventions.

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

5 Liability towards each other

5.1 No warranties

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

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and

- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights, except in cases of intent or gross negligence

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 breach of confidentiality.

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 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 Consortium of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Consortium.

If one or several Parties key personnel, subcontractors, and or laboratories provided for in the Project are put under quarantine, and/or are affected for any other reasons as a result of any Force Majeure situation or event, the Party/Parties may not be able to complete the Project wholly or in part according to the agreed schedule. The same also applies if provision of key resources (e.g., materials) necessary for use in the Project by the Party/Parties are delayed.

In the above cases, the assignment (tasks or event) may be changed, postponed or cancelled after having informed the Granting Authority and obtaining its agreement. The Party/Parties will not be financially responsible for any inconvenience caused by such a delay or cancellation. The Party/Parties will notify the competent Consortium Bodies as soon as practicable if such a situation should arise.

5.5 Export control

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

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

6 Governance structure

6.1 General structure

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

- The Consortium, a body consisting of representatives from all project partners, formulates proposals and takes decisions in accordance with procedures set out in the Consortium Agreement. The Consortium is chaired by the Coordinator.
- The Steering Committee as the supervisory body for the execution of the Project, which shall report to and be accountable to the Consortium, shall be composed of the Coordinator, WP leaders and the demonstrator case studies representatives. The Steering Committee will be supported in its tasks and in the execution of the project by the Advisory Committee and the Project Management Unit (PMU)
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any Member:

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

6.2.2 Preparation and organization 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
Consortium	At least once a year	At any time upon request of the Project Implementation Committee or 1/3 of the Members of the Consortium
Steering Committee	Every six months	At any time upon request of any Member of the Project Management Unit

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give written notice of a meeting via e-mail 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
Consortium	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 an agenda via e-mail no later than the minimum number of days preceding the meeting as indicated below.

Consortium	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 notice to via e-mail all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Consortium	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 tele- or videoconference, or other telecommunication means. Unless otherwise required, materials in writing related to a meeting (e.g. agendas and minutes) will be communicated via e-mail

6.2.2.7 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.2.2.8 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Consortium a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties

The Coordinator shall inform all the Parties of the outcome of the vote.

A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the 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 is present or represented.

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote. Affiliate members do not have voting rights.

6.2.3.3 A Party which the Consortium has declared according to Section 4.3 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, with the exception of the following decisions, which shall require a unanimous vote:

- entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party,
- the approval of the settlement on the conditions of a withdrawal,
- proposal to the Granting Authority for termination of the Project and the Consortium Agreement.
- proposal for amendments to the Consortium Agreement or Grant Agreement,
- changes to the Consortium Budget.

6.2.4 Veto rights

6.2.4.1 A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of 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 Party may only veto such a decision during the meeting.

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

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the minutes of the meeting.

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

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

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 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 20 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Member has sent an objection by written notice to the chairperson with respect to the accuracy of the draft of the minutes by written notice.

6.2.5.3 The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, if this is a different entity to the chairperson, who shall retain copies of them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 The Consortium

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

6.3.1.1 Members

The Consortium shall consist of one representative of each Party (hereinafter Consortium Member).

Each Consortium Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Section 6.3.1.3. of this Consortium Agreement. The Coordinator shall chair all meetings of the Consortium, unless decided otherwise in a meeting of the Consortium.

6.3.1.2 The Parties agree to abide by all decisions of the Consortium. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.3 Decisions

The Consortium 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 Consortium.

The following decisions shall be taken by the Consortium:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Proposals for changes to the Consortium Agreement
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Project and measures relating thereto
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Appointments

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

- Steering Committee Members

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, WP leaders and the demonstrator case studies representatives. The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 **Minutes of meetings**

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

6.3.2.3 Tasks of the Steering Committee

- shall prepare the meetings, propose decisions, and prepare the agenda of the Consortium according to Section 6.2.2
- shall seek a consensus among the Parties.
- shall be responsible for the proper execution and implementation of the decisions of the Consortium
- shall monitor the effective and efficient implementation of the Project.
- shall collect information at least every 6 months on the 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 to the Consortium.
- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section "Communication, Dissemination, Open Science and Visibility" and of Section 8 of this Consortium Agreement.
- shall appoint the members of the Advisory Committee

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

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Granting Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3 If the Coordinator fails in its coordination tasks, the Consortium may propose to the Granting Authority to change the Coordinator.

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

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

6.5 Advisory Committee

An Advisory Committee will be appointed and steered by the Steering Committee. The Advisory Committee shall assist and facilitate the decisions made by the Consortium.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each Advisory Committee member.

The Coordinator shall write the minutes of the Advisory Committee meetings and submit them to the Consortium. The Advisory Committee members shall meet with the Steering Committee back to back with Consortium meetings but have not any voting rights.

6.6 Project Management Unit

The Project Management Unit (PMU) shall be proposed by the Coordinator and shall assist and facilitate the work of the Steering Committee and the Coordinator for executing the decisions of the Consortium as well as the day-to-day management of the Project.

7 Financial provisions

Section 7 of the Consortium Agreement does not apply to Associated Partners.

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

A Beneficiary 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 Beneficiary shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect

to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Beneficiaries shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

7.1.3 Funding Principles

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

A Beneficiary 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.

In case, however, a Beneficiary or Beneficiaries spent less than its allocated share of the Consortium Plan, a Beneficiary or Beneficiaries which have spent more than its allocated share of the Consortium Plan may be funded in respect of duly justified, eligible and accepted costs by an amount exceeding its said allocated share of the Consortium Plan with the prior approval of the Consortium and in accordance with the limitations set out in the Grant Agreement.

7.1.4 Excess payments

A Beneficiary has received excess payment if the payment received from the Coordinator exceeds the amount of finally accepted costs.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 60 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and not covered by the Mutual Insurance Mechanism, shall be apportioned to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

The Consortium shall decide on legal action against such Party. The Coordinator engages to take the necessary and reasonable steps to recover the amount due from the breaching Party.

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

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

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor. An Associated Partner leaving the consortium shall refund any payments it has received from its Funding Body in accordance with the terms and conditions of its funding agreement.

In addition, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The Consortium should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism. In absence of

any alternative agreement, any such additional costs shall be apportioned by the Coordinator to the remaining Parties (including to the Coordinator) pro rata according to their share of total costs of the Project as identified in the Consortium Budget, and shall be transferred promptly to the Coordinator.

7.2 Payments

7.2.1 Payments to Parties are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

7.2.2 The transfer of the initial pre-financing and interim payments to Parties will be handled in accordance with Article 22.1 of Grant Agreement and Article 7 of the Grant Agreement. Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority.

The maximum amount of the pre financing and the interim payments can not exceed 85% of the total grant amount (90% minus 5 % transferred to the Mutual Insurance Mechanism).

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

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

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Unless otherwise agreed:

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

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.3 Transfer of Results

8.3.1 Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.

8.3.2 Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section “Transfer of ownership”, 3rd paragraph.

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

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

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

8.4 Dissemination

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

8.4.2 Dissemination of own (including jointly owned) Results

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

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the

dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2 An objection is justified if

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

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

8.4.2.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion. The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

Exclusive Licences

Where a Party wishes to grant an exclusive license to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 16 and Annex 5 Section "Transfer and licensing of results", it shall notify the other Parties, providing them with sufficient information to allow the other Parties to evaluate the request. The other Parties shall respond to the requesting Party within 45 calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such 45 calendar days shall not be deemed to constitute written approval of the waiver by the non-responding Party. For the avoidance of doubt, this Section does not apply to the relations between the joint owners in cases of Joint Ownership under Section 8.2.

9 Access Rights

9.1 Background included

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

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

9.1.2 Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the Consortium is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

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

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

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

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

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

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

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. as agreed in a separate written agreement.

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

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

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

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control" if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to an entity under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Consortium 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 9.4.4.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

9.9 Access Rights to Third-Party Data

9.9.1 Where any Party requires access to data controlled by Third Parties, including other consortia, in order to perform its tasks and this Agreement and/or the Grant Agreement, it shall be responsible to obtain such access and conclude in its own name any required data access or sharing agreements with said Third Parties. Such Party shall ensure that said agreement shall allow it to share the data and Results with other Parties where such Access Rights are Needed for the proper performance of the Project, in conditions similar to those applicable for the Background hereunder.

9.9.2 Where access to such Third-Party Data is Needed for many Parties or for the Consortium in general, the Parties may, authorize the Coordinator to conclude the necessary agreements on behalf of the Consortium, subject to Terms and Conditions approved by the interested Parties.

10 Non-disclosure of information

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

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Project:

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

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

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

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

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

10.6 Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

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

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for International Advisory Committee agreed under Section 6)

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

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

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in section 6.3.1.2 Section 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

11.8.1 The Parties shall endeavour to settle their disputes amicably.

11.8.2 All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels. Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

In the case of disputes where UNESCO is involved the above-mentioned paragraph is not valid and the following will apply: All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law).

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.

UNIVERSITATEA DIN BUCURESTI - UB

Signature

Prof.univ Marian Preda

RECTOR

Date

UNIVERSITAET FUER BODENKULTUR WIEN - BOKU

Signature(s)

Name(s)

Title(s)

Date

**INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE PENTRU GEOLOGIE SI GEOECOLOGIE
MARINA-GEOECOMAR - GEOECOMAR**

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITATEA DUNAREA DE JOS DIN GALATI

Signature(s)

Name(s)

Title(s)

Date

**UNIVERZITET U NOVOM SADU, POLJOPRIVREDNI FAKULTET NOVI SAD , with legal address at
Trg Dositeja Obradovića 8, Novi Sad 21000, Serbia (UNSFA)**

Signature(s)

Name(s) Prof. Dr. Nedeljko Tica

Title(s) Dean

Date

University of Novi Sad Faculty of Sciences - UNSPMF

Signature:

Name: Milica PAVKOV HRVOJEVIC

Title: Dean

Date

SVEUCILISTE JOSIPA JURJA STROSSMAYERA U OSIJEKU - UNIOS

Signature

Name Vlado Guberac

Title Rector of the University (Full Professor)

Date

**PRIRODNO MATEMATICKI FAKULTET - FACULTY OF SCIENCES AND MATHEMATICS
UNIVERSITY OF NIS FSM**

Signature(s)

Name(s) Niko Radulović

Title(s) Professor, dr

Date

ADMINISTRATIA NATIONALA DE METEOROLOGIE R.A. - ANM

Signature(s)

Name(s)

Title(s)

Date

KATHOLISCHE UNIVERSITÄT EICHSTATT-INGOLSTADT - KUEI

Signature(s)

Name(s)

Title(s)

Date

ASOCIATIA WWF ROMANIA - WWF Romania

Signature(s)

Name(s)

Title(s)

Date

**KOZEP-TISZA-VIDEKI VIZUGYI IGAZGATORSAG - CENTRAL TISZA RURAL WATER
DIRECTORATE**

Signature(s)

Name(s)

Title(s)

Date

INSTITUTE OF LANDSCAPE ECOLOGY OF THE SLOVAK ACADEMY OF SCIENCES

Signature(s)

Name(s)

Title(s)

Date

**NATIONAL INSTITUTE OF GEOPHYSICS GEODESY AND GEOGRAPHY - BULGARIAN ACADEMY
OF SCIENCES - NIGGG BAS**

Signature(s)

Name(s)

Title(s)

Date

POKRAJINSKI ZAVOD ZA ZASTITU PRIRODE (PZZP) - Institute for Nature Conservation of Vojvodina Province

Signature(s)

Name(s)

Title(s)

Date

F6S NETWORK IRELAND LIMITED - F6S IE

Signature(s)

Name: Nuno Varandas

Title: Head of F6S Innovation Services

Date

North Hungarian Water Directorate

Signature

Name Miklós Rác

Title DIRECTOR

Date

Date

Signature

Name Médea Balla

Title FINANCIAL DEPUTY DIRECTOR

Date

SOFIA UNIVERSITY ST KLIMENT OHRIDSKI - UNISOFIA

Signature(s)

Name(s)

Title(s)

Date

NEMZETI KOZSZOLGALATI EGYETEM - UNIVERSITY OF PUBLIC SERVICE

Signature(s)

Name(s)

Title(s)

Date

JAVNA USTANOVA UNIVERZITET CRNE GORE PODGORICA - UOM

Signature(s)

Name(s)

Title(s)

Date

UNIVERZITET U SARAJEVU - UNSA

Signature(s)

Name(s) Rifat Škrijelj

Title(s) Rector

Date

FUNDATIA CENTRUL NATIONAL PENTRU DEZVOLTARE DURABILA - CNDD

Signature(s)

Name Prof. Dr. Angheluta VADINEANU

Title Chairman of the Board

Date

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS - CSIC

Signature(s)

Name(s)

Title(s)

Date

**FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut fuer Gewaesseroekologie und
Binnenfischerei**

Signature(s)

Name(s) Prof. Luc De Meester

Dr. Nicole Münnich

Title(s) Director IGB

Managing Director FVB

Date

**BRATISLAVSKE REGIONALNE OCHRANARSKEZDRUZENIE - REGIONAL ASSOCIATION
FOR NATURE CONSERVATION AND SUSTAINABLE DEVELOPMENT**

Signature(s)

Name(s)

Title(s)

Date

INSTITUT ZA VODE REPUBLIKE SLOVENIJE - IZVRS

Signature(s)

Name(s)

Title(s)

Date

HELMHOLTZ-ZENTRUM FÜR UMWELTFORSCHUNG GMBH – UFZ

Signature

Name Prof. Dr. Josef Settele

Title Head of Department of Conservation Biology & Social-Ecological Systems

Date

Signature

Name Ms Nicole Lichtenstein

Title Head of Legal Department

Date

Signature i.V.

Name Dr Martina Kunz-Pirrung

Title Head of Department Research Funding

Date

INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE DELTA DUNARII – INCDDD

Signature(s)

Name(s) Dr. Biologist Marian TUDOR

Title(s) General Director

Date

VIA DONAU OSTERREICHISCHE WASSERSTRASSEN GESELLSCHAFT MBH - VIA DONAU

Signature(s)

Name(s)

Title(s)

Date

MINISTERUL MEDIULUI, APELOR SI PADURILOR

Signature(s)

Name(s) Marisanda Pîrîianu

Title(s) Head of Department, European Funds Management Department

Date

ARCHIPELAGOS INSTITOUTO THALASSIAS PROSTASIAS - ARCHIPELAGOS INSTITUTE OF MARINE CONSERVATION

Signature(s)

Name(s)

Title(s)

Date

Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

- **PARTY 1 – UB**

As to UNIVERSITATEA DIN BUCURESTI , it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UNIVERSITATEA DIN BUCURESTI is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 2 - BOKU**

As to UNIVERSITAET FUER BODENKULTUR WIEN it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UNIVERSITAET FUER BODENKULTUR WIEN is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 3 - GEOECOMAR**

As to INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE PENTRU GEOLOGIE SI GEOECOLOGIE MARINA-GEOECOMAR , it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of GEOECOMAR is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 4 - UGAL**

As to UNIVERSITATEA DUNAREA DE JOS DIN GALATI, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITATEA DUNAREA DE JOS DIN GALATI is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 5 - UNSFA**

As to UNIVERSITY OF NOVI SAD, FACULTY OF AGRICULTURE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITY OF NOVI SAD, FACULTY OF AGRICULTURE is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

- **PARTY 6 – UNSPMF**

As to University of Novi Sad Faculty of Sciences , it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNSPMF is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

- **PARTY 7 – UNIOS**

As to SVEUCILISTE JOSIPA JURJA STROSSMAYERA U OSIJEKU , it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of SVEUCILISTE JOSIPA JURJA STROSSMAYERA U OSIJEKU is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

- **PARTY 8 - FSM**

As to FACULTY OF SCIENCES AND MATHEMATICS UNIVERSITY OF NIS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FACULTY OF SCIENCES AND MATHEMATICS UNIVERSITY OF NIS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

- **PARTY 9 – ANM**

As to ADMINISTRATIA NATIONALA DE METEOROLOGIE R.A, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ANM is Needed by another Party

for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 10 - KUEI**

As to KATHOLISCHE UNIVERSITAT EICHSTATT-INGOLSTADT , it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of KUEI is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 11 – WWF Romania**

As to ASOCIATIA WWF ROMANIA , it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of WWF Romania is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 12 - KÖTIVIZIG**

As to KOZEP-TISZA-VIDEKI VIZUGYI IGAZGATORSAG - CENTRAL TISZA RURAL WATER DIRECTORATE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of KÖTIVIZIG is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 13 - ILESAS**

As to INSTITUTE OF LANDSCAPE ECOLOGY OF THE SLOVAK ACADEMY OF SCIENCES, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of **ILESAS** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 14 - NIGGG BAS**

As to NATIONAL INSTITUTE OF GEOPHYSICS GEODESY AND GEOGRAPHY - BULGARIAN ACADEMY OF SCIENCES , it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of NIGGG BAS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 15 - PZZP**

As to POKRAJINSKI ZAVOD ZA ZASTITU PRIRODE (PZZP) - Institute for Nature Conservation of Vojvodina Province, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of POKRAJINSKI ZAVOD ZA ZASTITU PRIRODE (PZZP) - Institute for Nature Conservation of Vojvodina Province is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTNER 16 – F6S**

As to F6S NETWORK IRELAND LIMITED , it is agreed between the Parties that, to the best of their knowledge: no data, know-how or information of F6S is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 17 – ÉMVIZIG**

As to North Hungarian Water Directorate (ÉMVIZIG), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of North Hungarian Water Directorate is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTNER 18 - UNISOFIA**

As to SOFIA UNIVERSITY ST KLIMENT OHRIDSKI , it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of SOFIA UNIVERSITY ST KLIMENT OHRIDSKI is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5

Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 19 - UPS**

As to NEMZETI KOZSZOLGALATI EGYETEM - UNIVERSITY OF PUBLIC SERVICE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of NEMZETI KOZSZOLGALATI EGYETEM - UNIVERSITY OF PUBLIC SERVICE is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 20- UOM**

As to JAVNA USTANOVA UNIVERZITET CRNE GORE PODGORICA it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UOM is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 21 - UNSA**

As to UNIVERZITET U SARAJEVU (UNSA) , it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 22 – CNDD**

As to FUNDATIA CENTRUL NATIONAL PENTRU DEZVOLTARE DURABILA , it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FUNDATIA CENTRUL NATIONAL PENTRU DEZVOLTARE DURABILA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 23 – CSIC**

As to AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS , it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data from ICTS-RBD (in situ sensors, long-term monitoring, processed remote sensing images) and tools developed by LAST-EBD.	Usage and publication of data by end-users must be acknowledged as follows “data provided by the ICTS Doñana Scientific Reserve (ICTS-2009-39) funded by Spanish Ministry of Science and Innovation”. Tools developed by LAST-EBD must be acknowledged as follows “tool developed by the Laboratory of Remote Sensing & GIS of Doñana Biological Station funded by CSIC through the Spanish Ministry of Science and Innovation”	Usage and publication of data by end-users must be acknowledged as follows “data provided by the ICTS Doñana Scientific Reserve (ICTS-2009-39) funded by Spanish Ministry of Science and Innovation”. Tools developed by LAST-EBD must be acknowledged as follows “tool developed by the Laboratory of Remote Sensing & GIS of Doñana Biological Station funded by CSIC through the Spanish Ministry of Science and Innovation”

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- **PARTY 24 – FVB-IGB**

As to FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut fuer Gewaesseroekologie und Binnenfischerei it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut fuer Gewaesseroekologie und Binnenfischerei is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”). This represents the status at the time of signature of this Consortium Agreement.

- **PARTY 25 – BROZ**

As to BRATISLAVSKE REGIONALNE OCHRANARSKEZDRUZENIE - REGIONAL ASSOCIATION FOR NATURE CONSERVATION AND SUSTAINABLE DEVELOPMENT, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of BROZ is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 26 – IZVRS**

As to INSTITUT ZA VODE REPUBLIKE SLOVENIJE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of IZVRS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 27 – UFZ**

As to HELMHOLTZ-ZENTRUM FÜR UMWELTFORSCHUNG GMBH, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of to HELMHOLTZ-ZENTRUM FÜR UMWELTFORSCHUNG GMBH is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 28 – INCDDD**

As to INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE DELTA DUNARII, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE DELTA DUNARII is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 29 – VIA DONAU**

As to VIA DONAU ÖSTERREICHISCHE WASSERSTRASSEN GESELLSCHAFT MBH, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of VIA DONAU is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to

background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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- **PARTY 30 – MMAP**

As to MINISTERUL MEDIULUI, APELOR SI PADURILOR, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of MMAP is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

- **PARTY 31 – AIMC**

As to ARCHIPELAGOS INSTITOUTO THALASSIAS PROSTASIAS - ARCHIPELAGOS INSTITUTE OF MARINE CONSERVATION, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of MMAP is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

Restore4Life Consortium Agreement,

[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 on the date of the signature of the Grant Agreement.

UNIVERSITATEA DIN BUCURESTI

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 on the date of the signature of the Grant Agreement.

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

UNIVERSITATEA DIN BUCURESTI

Signature(s)

Name Marian Preda

Title Rector

Attachment 3: NDA for external participants to the bodies agreed under Section 6

Whereas I, the undersigned,

Declare that I have been engaged as an external advisor by Restore4Life project consortium and I am duly authorised by the same to make the below undertakings;

(i) to use any data and information solely for the preparation of reports or any other document requested by the project.

(ii) not to copy (in any format, physical, digital or otherwise) or remove any data or information from any support I will have access during the duration of the project.

(iii) not to disclose, transmit, communicate or make the data and information provided, or any observations, comments, inferences or conclusions drawn from such Information or such data available in any manner, shape or form to any other person other than if asked by the consortium with previous agreement of the Consortium;

(iv) to duly and promptly inform the Consortium and the Coordinator of any breaches of these undertakings, whether as a result of my actions or failings or the actions of others, as soon as I become aware of them; and

(v) to procure the full compliance with the terms of this agreement by any and all persons who work with me in any capacity in reviewing and analysing such data and information.

.....

Name:

Function:

Date:

Place: