



CONSORTIUM AGREEMENT

EUROPEAN NUCLEAR SCIENCE and  
APPLICATIONS RESEARCH - 2

Acronym: ENSAR2

Research Innovation Action

HORIZON2020 Contract n° 654002

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## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes and is made on October 1<sup>st</sup>, 2015, hereinafter referred to as “Effective Date”.

BETWEEN:

Grand Accélérateur National d’Ions Lourds, a governmental organization organized under the laws of France and having its registered office at Boulevard Henri Becquerel, 14076 CAEN (France), represented by Dr. Florent STALEY, Director, duly authorized for the purposes hereof,

hereinafter referred to as “GANIL”,  
the Coordinator,

and

Instituto Nazionale di Fisica Nucleare, a governmental organization organized under the laws of Italy and having its registered office at 40, Via E. Fermi, 00044 FRASCATI (Italy), represented by Dr. Giacomo CUTTONE, duly authorized for the purposes hereof,

hereinafter referred to as “INFN”,

and

European Organization for Nuclear Research, a international organization having its seat at 385 Route de Meyrin, 1211 GENEVA 23 (Switzerland), represented by Pr. Rolf-Dieter HEUER, Director-General, duly authorized for the purposes hereof,

hereinafter referred to as “CERN”,

and

Jyväskylän Yliopisto, a juristic person of public law organized under the laws of Finland and having its registered office at Seminaarinkatu 15, 40100 JYVÄSKYLÄ (Finland), represented by Prof. Matti MANNINEN, Rector, duly authorized for the purposes hereof,

hereinafter referred to as “JYU”,

and

Centre National de la Recherche Scientifique, a public scientific and technological institution organized under the laws of France and having its registered office at 3, Rue Michel-Ange – 75794 PARIS (France), represented by Pr. Jacques MARTINO, Director of IN2P3 or his authorised representative, duly authorized for the purposes hereof,

hereinafter referred to as “CNRS”,

and

GSI Helmholtzzentrum fuer Schwerionenforschung GmbH a non-profit limited liability organization organized under the laws of Germany and having its registered office at Planckstrasse 1, 64291 DARMSTADT (Germany), represented by Ursula Weyrich, Administrative Managing Director and Prof. Dr. Karlheinz Langanke, Scientific Managing Director, duly authorized for the purposes hereof,

hereinafter referred to as "GSI",

and

Rijksuniversiteit Groningen, a governmental organization organized under the laws of the Netherlands and having its registered office at Broerstaat 5, 9712 CP GRONINGEN (the Netherlands), represented by Pr. Sibrandes POPPEMA, Chairman of the Executive Board, duly authorized for the purposes hereof,

hereinafter referred to as "RUG",

and

The Henryk Niewodniczanski Institute of Nuclear Physics Polish Academy of Sciences, a governmental organization organized under the laws of Poland and having its registered office at Radzikowskiego 152, 31342 Krakow (Poland), represented by Pr. Marek JEZABEK, Director, duly authorized for the purposes hereof,

hereinafter referred to as "IFJ PAN",

and

Uniwersytet Warszawski, a governmental organization organized under the laws of Poland and having its registered office at Krakowskie Przedmiescie, 26/28, 00927 WARSAW (Poland), represented by Prof. Marcin PAŁYS, Rector, or Prof. Alojzy Z. NOWAK Vice-Rector, duly authorized for the purposes hereof,

hereinafter referred to as "UNIWARSAW",

and

Institutului National de Cercetare Dezvoltare Pentru Fizica Si Inginerie Nucleara "Horia Hulubei" a governmental organization organized under the laws of Romania and having its registered office at Atomistilor street 407, RO 077125 MAGURELE (Romania), represented by Dr. Nicolae Victor ZAMFIR, Director General, duly authorized for the purposes hereof,

hereinafter referred to as "IFIN-HH",

and

Fondazione Bruno Kessler, a non-profit research organization established under the laws of Italy and having its registered office at Via Santa Croce 77, 38122 TRENTO (Italy), represented by Pr. Wolfram WEISE, ECT\* Director, duly authorized for the purposes hereof,

hereinafter referred to as “FBK”,

and

EBG (Entwicklungs- und Betriebsgesellschaft) MedAustron GmbH, a governmental organization organized under the laws of Austria and having its registered office at Marie Curie-Straße 5 A-2700 Wiener Neustadt, (Austria), represented by DI Alfred Zens, MBA, duly authorized for the purposes hereof,

hereinafter referred to as “EBG MedAustron”

and

Katholieke Universiteit Leuven, represented by its Department K.U.Leuven Research & Development, having its offices at Waaistraat 6, box 5105 - 3000 Leuven (Belgium) represented by Mr. Paul VAN DUN, General Manager, and Dr. Elke LAMMERTYN, Head of European Projects, duly authorized for the purposes hereof,

hereinafter referred to as “KU Leuven”

and

Université Libre de Bruxelles, a governmental organization organized under the laws of Belgium and having its registered office at 50 avenue Franklin Roosevelt, 1050 BRUSSELS (Belgium), represented by Pr. Didier VIVIERS, Rector, duly authorized for the purposes hereof,

hereinafter referred to as “ULB”,

and

Commissariat à l'énergie atomique et aux énergies alternatives, a public research entity having a scientific, technical and industrial nature, duly organized under the laws of France and having its registered office at Bâtiment “Le Ponant D”, 25 rue Leblanc – 75015 PARIS (France), and declared at the “Registre du Commerce et des Sociétés de Paris”, under the following registration number R.C.S PARIS B 775 685 019, represented by Dr. Gabriele FIONI, Directeur des Sciences de la Matière, duly authorized for the purposes hereof,

hereinafter referred to as “CEA”,

and

GIP ARRONAX, a governmental organization organized under the laws of France and having its registered office at 1 rue Aronnax - CS 10112 – 44817 SAINT HERBLAIN cedex, represented by Mr. Ferid HADDAD , Director, duly authorized for the purposes hereof,

hereinafter referred to as “ARRONAX”,

and

Justus-Liebig-Universitaet Giessen, a governmental organization organized under the laws of Germany and having its registered office at Ludwigstrasse 23, 35390 GIESSEN (Germany), represented by Pr. Joybrato MUKHERJEE, President, duly authorized for the purposes hereof,

hereinafter referred to as "JLU",

and

Johannes Gutenberg Universität Mainz, a public body organized under the laws of Germany and having its registered office at Saarstrasse 21, 55122 MAINZ (Germany), represented by Prof. Georg KRAUSCH, President, or Prof. Wolfgang HOFMEISTER, Vice President for Research, duly authorized for the purposes hereof,

hereinafter referred to as "JGU Mainz",

and

Ludwig-Maximilians Universität München, a governmental organization organized under the laws of Germany and having its registered office at GESCHWISTER SCHOLL PLATZ 1, 80539 MÜNCHEN, Germany, DE 811 205 325, represented for the purposes of signing the Agreement by its Legal Signatory, Mr. Frank SPIEKERMANN, duly authorized for the purposes hereof,

hereinafter referred to as "LMU",

and

Universität zu Köln, a governmental organization organized under the laws of Germany and having its registered office at Albertus-Magnus-Platz in 50923 Cologne (Germany), represented by the Chancellor Dr. Micheal STÜCKRADT, in turn represented by EU-Project Manager Silke ROHN, duly authorized for the purposes hereof,

hereinafter referred to as "UCO",

and

National Center for Scientific research "Demokritos", a governmental organization organized under the laws of Greece and having its registered office at Patriarchou Gregoriou Str., 15310 AGHIA PARASKEVI (Greece), represented by Dr. Nikolaos Kanellopoulos, Chairman of the Board and Director of NCSR "Demokritos", duly authorized for the purposes hereof,

hereinafter referred to as "NCSR",

and

Università degli Studi di Milano, a governmental organization organized under the laws of Italy and having its registered office at Via Festa del



Perdono 7, 20122 Milano (Italy), represented by Pr. Gianluca VAGO, Rector, duly authorized for the purposes hereof,

hereinafter referred to as “UMIL”,

and

Fundação da Faculdade de Ciências da Universidade de Lisboa, a public non-profit organization organized under the laws of Portugal and having its registered office at Campo Grande, Edifício C1, Piso 3, 1749-016 LISBOA (Portugal), represented by Mr. Jose Manuel REBORDAO and Maria da Luz MATHIAS, Members of the Directive Board, duly authorized for the purposes hereof,

hereinafter referred to as “FFCUL”,

and

Centro de Investigaciones Energeticas, Medioambientales y Tecnologicas a governmental organization organized under the laws of Spain and having its registered office at Avenida Complutense 22, 28040 MADRID (Spain) represented by Dr. Cayetano LOPEZ MARTINEZ, General Director, duly authorized for the purposes hereof

hereinafter referred to as “CIEMAT”

and

Agencia Estatal Consejo Superior De Investigaciones Cientificas a governmental organization organized under the laws of Spain and having its registered office at calle Serrano 117, 28006, Madrid (Spain) represented by Alicia Castro Lozano, Vice-President for Scientific and Technical Research, duly authorized for the purposes hereof

hereinafter referred to as “CSIC”

and

Universidade de Santiago de Compostela, a governmental organization organized under the laws of Spain and having its registered office at Pazo de San Xerome, Praza Do Obradoiro, 15782 SANTIAGO DE COMPOSTELA (Spain), represented by Prof. Isabel RODRIGUEZ-MOLDES REY, Vicechancellor for Research and Innovation, duly authorized for the purposes hereof,

hereinafter referred to as “USC”,

and

Universidad de Sevilla, a governmental organization organized under the laws of Spain and having its registered office at C/ S. Fernando, 4, C.P. 41004-Sevilla (Spain), represented by D. Julián Martínez Fernández, Vicechancellor of Research, duly authorized for the purposes hereof,

hereinafter referred to as “USE”,

and

The University of Liverpool, a higher education institution incorporated by its Royal Charter , Royal Charter No. RC000660 and organized under the laws of United Kingdom and having its registered office at The Foundation Building, 765 Brownlow Hill, Liverpool, L69 7ZX (United Kingdom), represented by Mrs Karin Alecock, Research Contracts Officer, duly authorized for the purposes hereof,

hereinafter referred to as “ULIV”,

and

The University of York, a governmental organization organized under the laws of United Kingdom and having its registered office at Heslington, York, YO10 5DD (United Kingdom), represented by Mrs Heather Watson, Deputy Director of Research and Enterprise, duly authorized for the purposes hereof,

hereinafter referred to as “UoY”,

and

Institute for Nuclear Research, Hungarian Academy of Sciences, Magyar Tudományos Akadémia Atommagkutató Intézet, a non-profit public body organized under the laws of Hungary and having its registered office at Bem ter 18/C, H4026 DEBRECEN (Hungary), represented by Dr. Zsolt FÜLÖP, Director, and Pálinkás Miklósné dr., Financial Director, duly authorized for the purposes hereof,

hereinafter referred to as “ATOMKI-HAS”,

hereinafter, jointly or individually, referred to as “Parties” or “Party”, which term corresponds to the term “Beneficiary” in the Grant Agreement

relating to the Project entitled

European Nuclear Science and Applications Research

in short

ENSAR2

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the HORIZON2020 \_ the Framework Programme for Research and Innovation (2014-2020)

The Parties wish to specify binding commitments among themselves according to the provisions of the specific Grant Agreement n° 654002 to be signed by the Parties and the European Commission (hereafter mentioned as “Grant Agreement”).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **Section 1: Definitions**

### **1.1 Definitions**

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

### **1.2 Additional Definitions**

#### **“Consortium Plan”**

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

#### **“Coordinator”**

Coordinator means the legal entity acting as the intermediary between the Parties and the European Commission as specified in Article 6.1 of this Consortium Agreement.

#### **“Defaulting Party”**

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

#### **“Needed” means:**

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For exploitation of own Results:

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

#### **“Project Coordinator”**

Project Coordinator means the representative appointed by the Coordinator to represent it for the implementation of the Grant Agreement and the Consortium Agreement.

#### **“Software”**

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

## Section 2: Purpose

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

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

### 3.1 Entry into force

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

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

An entity becomes a new Party to this Consortium Agreement upon signature of the accession document (see Attachment 3) by the new Party and the Coordinator, provided that such accession received the consent of the General Assembly according to the conditions set forth in article 6 hereafter. 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 fulfillment 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 European Commission or a Party, or  
is terminated,

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

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

### 3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the

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

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

### **4.1 General principles**

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

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

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

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

### **4.2 Breach**

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof, which may include termination of its participation.

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

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

## Section 5: Liability towards each other

### 5.1 No warranties

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

Therefore,

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

### 5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage.

No Party shall be responsible to any other party for any loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex II of the GRANT AGREEMENT provided that such damage was not caused by a willful act.

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

### 5.3 Damage caused to third parties

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

### 5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by an event or circumstances beyond its reasonable control ("Force Majeure"). Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

## Section 6: Governance structure

### 6.1 General structure

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

A General Assembly as the ultimate decision-making body of the Consortium

A Project Coordination Committee ("PCC") as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly. Inside the PCC, an Executive Board shall be constituted.

Work Package Steering Committees as management groups for Work Packages. They are composed of the Work Package Leader and the Task Leaders.

A Work Package Steering Committee as management body for the Parties involved into each Work Package. Each Work Package Steering Committee is composed of the Work Package Leader and the Task Leaders of the Parties involved into a Work Package.

The Coordinator is the legal entity acting as the intermediary between the Parties and the European Commission. 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.

A Management Group assists the Project Coordination Committee and the Project Coordinator.

### 6.2 General operational procedures for all Consortium Bodies

#### 6.2.1 Representation in meetings

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

Shall be present or represented at any meeting of such Consortium Body;

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 organisation of meetings

##### 6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Project Coordination Committee	At least twice a year	At any time upon written request of any Member of the PCC
Work Package Steering Committee	At least twice a year	At any time upon written request of any Member of the respective Work Package Steering Committee

6.2.2.2 Notice of a meeting:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Project Coordination Committee	14 calendar days	7 calendar days
Work Package Steering Committee	10 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

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



General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Project Coordination Committee	7 calendar days
Work Package Steering Committee	7 calendar days

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

6.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Project Coordination Committee	2 working days
Work Package Committee	2 working days

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

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses. The Coordinator shall thereafter inform all the Parties of the outcome of the vote and send them the corresponding draft minutes.

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

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

### 6.2.3 Voting rules and quorum

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

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

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

6.2.3.3 Defaulting Parties may not vote.

Decisions shall be taken by a majority of two-thirds (2/3) of the votes of the present or represented Members.

### 6.2.4 Veto rights

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

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

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

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

6.2.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Consortium or the consequences of them.

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

### 6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 15 calendar days of the meeting.

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

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.  
If requested the Coordinator shall provide authenticated duplicates to Parties.

### 6.3 Specific operational procedures for the Consortium Bodies

#### 6.3.1 General Assembly

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

##### 6.3.1.1 Members

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

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

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

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

##### 6.3.1.2 Decisions

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

The General Assembly may request the Project Coordination Committee to decide on specific matters in the period between the General Assembly meetings. Such decisions shall be reported "a posteriori" to the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annex I and II of the Grant Agreement to be agreed by the European Commission
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)

Additions to Attachment 4 (Listed Affiliated Entities)  
Additions to Attachment 6 (List of Third Parties for simplified transfer according to Section 8.2.2)

#### Evolution of the Consortium

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

#### Appointments

On the basis of Annex I, the appointment if necessary of:  
Work Package Leaders  
Project Coordination Committee Members

#### 6.3.2 Project Coordination Committee

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

##### 6.3.2.1 Members

The Project Coordination Committee shall consist of the Coordinator and all of the Work Package Leaders as appointed by the General Assembly (hereinafter Project Coordination Committee Members).

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

##### 6.3.2.2 Minutes of meetings

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

### 6.3.2.3 Tasks

6.3.2.3.1 The Project Coordination Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

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

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

6.3.2.3.5 In addition, the Project Coordination Committee 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 General Assembly.

6.3.2.3.6 The Project Coordination Committee shall:

- Initiate, coordinate and have organised the Work Package(s)
- Agree on the Members of the Management Group, upon a proposal by the Coordinator
- Support the Coordinator in preparing meetings with the European Commission 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 European Commission in respect of the procedures of the Grant Agreement Article 29.

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

### 6.3.3 Work Package Steering Committees

#### 6.3.3.1 Members

A Work Package Steering Committee shall be composed of the Work Package Leader and the Task Leaders of the respective Work Package.

The respective Work Package Leader shall chair all meetings of a Work Package Steering Committee.

#### 6.3.3.2 Tasks

Each Work Package Steering Committee shall manage the respective Work Package, in particular with regard to:

- The timely delivery of reports and Work Package results to the Project Coordination Committee and the Coordinator
- Reviewing the quality of the reports

Formulating an implementation plan for the activities within the Work Package for the future period, which can imply proposing to the Project Coordination Committee changes to the Consortium Plan and/or Annex I of the Grant Agreement.  
 Making proposals to the Project Coordination Committee and The General Assembly for the admission of new Parties to the Grant Agreement and to the Consortium Agreement in order for said new Parties to participate in the Work Package  
 Alerting the Project Coordination Committee, the Coordinator, and the General Assembly in case of delay in the performance of the Work Package or in case of breach of responsibilities of any Party under said Work Package  
 Analysing and documenting, at the request of the Project Coordination Committee, a presumed breach of responsibilities of a Party under the Work Package and preparing a proposal of remedies to the Project Coordination Committee and the General Assembly  
 Deciding upon any exchange of tasks and related budgets between the Parties in a Work Package when such exchange has no impact beyond the scope of the Work Package and its budget.

### 6.3.3.3 Work Package Leader

The Work Package Leader of each Work Package is appointed by the General Assembly.

The Work Package Leader shall have the following functions only:

Communicating any plans, deliverables, documents and information connected with the Work Package between its Members and, if relevant, to the Project Coordination Committee  
 Submitting the implementation plan of the Work Package to the Project Coordination Committee for review and proposing an update of the Consortium Plan.  
 Coordinating on a day-to-day basis the progress of the technical work under the Work Package  
 Following up decisions made by Consortium Bodies insofar as they affect the Work Package  
 Advising the Coordinator of any discrepancy with the Consortium Plan, including any delay in delivery.

## 6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the European Commission 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  
 Keeping the address list of Members and other contact persons updated and available  
 Collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission  
 Transmitting documents and information connected with the Project to and between Work Package Leaders, as appropriate, and any other Parties concerned  
 Administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3

Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

Arranging any necessary amendments, decided upon by the General Assembly, to the Grant Agreement with the Funding Authority

Before sending any proposal for amendment to Grant Agreement to the EC on behalf of the Parties, the Coordinator will present the documents in question to the Parties and receive their explicit agreement, which shall not be unreasonably withheld. The terms and conditions of the signed documents are only binding for the Parties if their explicit acceptance has been given prior to the time of the signature.

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

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the European Commission 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 Management Group

The Management Group shall be proposed by the Project Coordinator. It shall be appointed by the Project Coordination Committee and shall assist and facilitate the work of the Project Coordination Committee and the Project Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

## Section 7: Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

The European Commission financial contribution to the Project shall be distributed by the Coordinator according to:

The Consortium Budget as included in the Consortium Plan  
The approval of reports by the European Commission, and  
The provisions of payment in Article 7.3.

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

#### 7.1.2 Justifying Costs

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

#### 7.1.3 Funding Principles

A Party, which spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan, will be funded in accordance with its actual duly, justified eligible costs only. A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

#### 7.1.4 Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund all payments it has received except its expended eligible costs accepted by the European Commission for Work carried out prior to the termination of its participation in the Project. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any reasonable and actual costs occurring to the other Parties in order to perform its tasks and their tasks.

### 7.2 Budgeting

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



## 7.3 Payments

### 7.3.1 Payments to Parties are the exclusive tasks of the Coordinator

In particular, the Coordinator shall:

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

With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the European Commission without undue delay and in conformity with the provisions of the Grant Agreement. All payments should be made by the Coordinator without unjustified delay and not later than 45 days from receipt of funds from the European Commission. Costs accepted by the European Commission will be paid to the Party concerned.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party, except for the payments for the period already accepted by the European commission, provided that the decision to declare a partner as defaulting party shall only be taken by the General Assembly, in conformity with the articles 4.2 and 6.3.1.2. The Coordinator is entitled to withhold payments to a Party when this is suggested by or agreed with the European Commission.

## Section 8: Results

### 8.0 Ownership of Results

Results are owned by the Party that generates them.

### 8.1 Joint ownership

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and

each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) Fair and Reasonable conditions.

The joint owners must explicitly agree whether in this specific case Fair and Reasonable means compensation or a royalty-free exploitation.

Where such joint Results are covered by intellectual property rights, the joint owners shall execute a joint ownership agreement regarding the allocation and the terms and conditions of Exploitation of the joint Results as soon as possible and before any industrial or commercial Exploitation.

## 8.2 Transfer of Results

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

8.2.2 It may identify specific third parties it intends to transfer the ownership of their Results to in Attachment (6) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (6) after signature of this Agreement requires a decision of the General Assembly.

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

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

## 8.3 Dissemination

### 8.3.1 Dissemination of own Results

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

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

#### 8.3.1.2 An objection is justified if

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

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

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

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

#### 8.3.2 Dissemination of another Party's unpublished Results or Background

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

#### 8.3.3 Cooperation obligations

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

#### 8.3.4 Use of names, logos or trademarks

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

## **Section 9: Access Rights**

### 9.1 Background included and excluded

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.

The Parties have identified a list of excluded Background in Attachment 2.

9.1.2 Any Party can propose to the General Assembly to modify its Background in Attachment 1 and 2.

Furthermore, any Party shall have the right to exclude some of its Background with respect to a new Party, by written notice to the coordinator.

## 9.2 General Principles

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

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

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

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

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

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

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

The owning Party may impose to the party requesting an Access Right the execution of a separate license agreement.

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 including for third-party research shall be granted, upon written agreement, on Fair and Reasonable conditions.

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

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

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

## 9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

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

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

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

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

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

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

## 9.6 Additional Access Rights

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

## 9.7 Access Rights for Parties entering or leaving the Consortium

### 9.7.1 New Parties entering the Consortium

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

## 9.7.2 Parties leaving the Consortium

### 9.7.2.1.1 Defaulting Party

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

### 9.7.2.1.2 Non-defaulting Party

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

## 9.7.2.2 Access Rights to be granted by any leaving Party

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

## 9.8 Specific Provisions for Access Rights to Software

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

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

A separate license agreement shall be executed between the Parties concerned.

## Section 10: Non-disclosure of information

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

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

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- Not to disclose Confidential Information to any third party without the prior written

consent by the Disclosing Party;

To ensure that internal distribution of Confidential Information by a Recipient to its employees or third parties (subcontractors, Affiliated Entities) shall take place on a strict need-to-know basis; and

To return to the Disclosing Party on demand all Confidential Information, which has been supplied to or acquired by the Recipients including all copies thereof, and to delete all information stored in a machine-readable form. If needed for the recording of ongoing obligations, the Recipients may however keep a copy for archival purposes only or to the extent this is necessary to comply with applicable laws and regulations.

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

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

The Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

The Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

The Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

The disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;

The Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or

The Confidential Information was already known to the Recipient prior to disclosure.

The Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

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

Notify the Disclosing Party, and

Comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

## **Section 11: Miscellaneous**

### **11.1 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Background excluded)

Attachment 3 (Accession document)

Attachment 4 (Listed Affiliated Entities)

Attachment 5 (initial list of Members and other contact persons)

Attachment 6 (List of Third Parties to which transfer of Results is possible without prior notice to other Parties)

Attachment 7 (Agreement for the Transfer of Material)

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

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

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

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

### **11.3 Notices and other communication**

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of Members and other contact persons in Attachment 5.



**Formal notices:**

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

**Other communication:**

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

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

#### 11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.1.2 require a separate written agreement signed by the authorized representatives of 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

The parties shall endeavour to settle their disputes amicably.

The Parties shall try to solve amicably any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments thereof, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

If the concerned Parties are unable to reach an agreement within 30 calendar days after a Party has notified the Coordinator of the issue, such Parties will refer the matter to their higher management (executive level: CEO, President, Rector,...) who are at least authorised representatives to execute the Consortium or Grant Agreement and who will meet and negotiate in good faith in an effort to resolve the dispute, controversy or claim within 30 calendar days after the referral.

If the matter has not been resolved within such period, each Party is entitled to submit the dispute, controversy or claim to the sole competent courts of Brussels. However, should the dispute involve an intergovernmental organization, the Parties shall resolve the dispute by submitting it to final settlement by arbitration upon the filing of a Request for Arbitration by either Party, in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English.

**Section 12: Signatures**

**AS WITNESS:**

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

GRAND ACCELERATEUR NATIONAL D'IONS LOURDS

Date: 21/10/2015

Signatures



Names Florent STALEY

Marek LEWITOWICZ

Titles Director

Deputy Director

A handwritten signature in blue ink, consisting of a stylized 'F' followed by a horizontal stroke and a vertical stroke.

A handwritten signature in black ink, consisting of a stylized 'M' followed by a horizontal stroke and a vertical stroke.

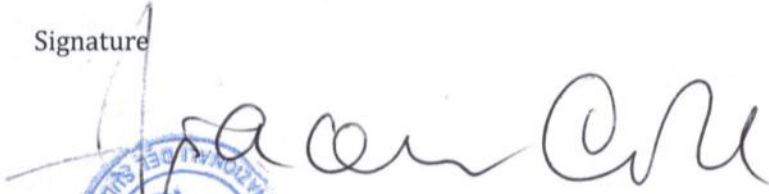

AS WITNESS:

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.

ISTITUTO NAZIONALE DI FISICA NUCLEARE

Date:

Signature

Name                      Giacomo CUTTONI

Title                        Duly authorized representative

**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.

EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

Date: 28.10.2015

Signatures

Names

  
Sergio BERTOLUCCI

Titles

Director for Research and Scientific Computing

## 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.

JYVASKYLAN YLIOPISTO

Date: 27.10.2015

Signatures

Names

  
Matti MANNINEN

Titles

Rector



**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.

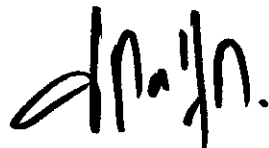
**CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**

Date:

Signature

Name                    Jacques MARTINO

Title                    Director of IN2P3



Pour le Directeur de l'IN2P3  
et par délégation  
La Directrice Adjointe Administrative

**Laurence MATHY-MONTALESCOT**

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.

GSI HELMHOLTZZENTRUM FUER SCHWERIONENFORSCHUNG GMBH

Date:

Signatures

Names

Prof. Dr. Karlheinz Langanke

ppa. Franz Forster

Titles

Scientific Managing Director

Head of Finance/  
Procurement/ Base IT  
Department



30.10.2015

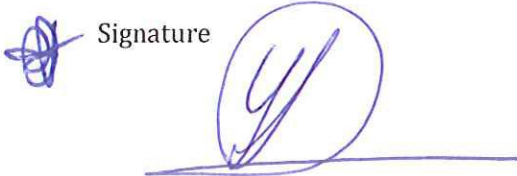


AS WITNESS:

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.

RIJKSUNIVERSITEIT GRONINGEN

Date: 19 OKT. 2015

Signature 

Name Sibrandes POPPEMA

Title Chairman of the Executive Board



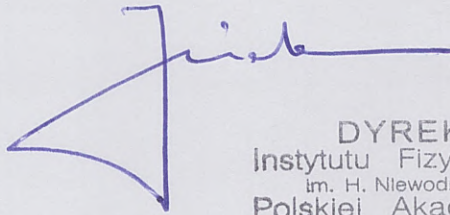
## AS WITNESS:

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.

THE HENRYK NIEWODNICZANSKI INSTITUTE OF NUCLEAR PHYSICS, POLISH ACADEMY OF SCIENCES

Date: 28.10.2015

Signature



DYREKTOR  
Instytutu Fizyki Jądrowej  
im. H. Niewodniczańskiego  
Polskiej Akademii Nauk

*prof. dr hab. Marek Jezabek*

INSTYTUT FIZYKI JĄDROWEJ  
im. H. Niewodniczańskiego  
POLSKIEJ AKADEMII NAUK  
ul. Radzikowskiego 152  
31-342 KRAKÓW

Name Marek JEZABEK

Title Director General

## 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.

UNIWERSYTET WARSZAWSKI

Date: 20 OCT 2015

Signatures

Names Marcin PALYS

Titles Rector



Alojzy Z. NOWAK

Vice-Rector

UNIWERSYTET WARSZAWSKI  
Krakowskie Przedmieście 26/28  
00-927 WARSZAWA

## 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.

INSTITUTUL NATIONAL DE CERCETARE -DEZVOLTARE PENTRU FIZICA SI INGINERIE  
NUCLEARA "HORIA HULUBEI"

Date:

Signature



Name Nicolae Victor ZAMFIR

Title Director General

## 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.

FONDAZIONE BRUNO KESSLER

Date: *19-10-2015*

Signatures



A handwritten signature in blue ink that reads "Wolfram Weise". The signature is written in a cursive, flowing style.

Names                      Wolfram WEISE

Titles                      ECT\* Director

**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.

**EBG (ENTWICKLUNGS- UND BETRIEBSGESELLSCHAFT) MEDAUSTRON GMBH**

Date:

20.10.2015

Signatures



**MedAustron** 

EBG MedAustron GmbH  
Marie Curie-Straße 5, A-2700 Wr. Neustadt  
T +43 2622 26 100 -0  
E office@medastron.at  
www.medastron.at  
UST-ID ATU 63347355, FN 291863K

Names

Alfred ZENS

Titles

Chief Financial Officer

**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.

**KATHOLIEKE UNIVERSITEIT LEUVEN**

Date:

Signatures

Names

Paul VAN DUN

Elke LAMMERTYN

Titles

General Manager K.U.Leuven R&D

Head of European Projects  
K.U.Leuven R&D

For approval

Professor Riccardo Raabe



20 OKT. 2015

K.U.LEUVEN RESEARCH & DEVELOPMENT  
Waalstraat 6 - bus 5105  
BE-3000 Leuven

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.

UNIVERSITE LIBRE DE BRUXELLES

Date: 19/10/2015

Signature

**POUR LE RECTEUR**

\_\_\_\_\_  
*Didier Viviers*



Name Didier VIVIERS

Title Rector of the university



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.

COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES

Date: 27 OCT. 2015

Signatures

Names



Gabriele FIONI

Titles

Director of DSM



## 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.

GIP ARRONAX

Date: 21/10/2015

Signatures



**GROUPEMENT D'INTERET PUBLIC  
CYCLOTRON ARRONAX**  
Siège social : 1 rue Arronax - BP 10112  
44817 SAINT-HERBLAIN Cedex  
Tél 02 28 21 21 21 - Fax 02 40 94 81 30  
SIRET 130 004 112 000 12 - APE 731Z



Names

Férid HADDAD

Renaud DEVILDER

Titles

Director of GIP ARRONAX

Administrative Manager

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.

JUSTUS-LIEBIG-UNIVERSITAET GIESSEN

Date: 16/10/2015

Signatures

i.v.

  
Prof. Dr. Adriaan Dorresteyn  
Vizepräsident für

Name Studium und Lehre Prof. Dr. Jaybrato MUKHERJEE

Title President

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.

JOHANNES GUTENBERG UNIVERSITAET MAINZ

Date:

21. Okt. 2015

Signatures



Names

Prof. Georg KRAUSCH

Titles

President



**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.

**LUDWIG-MAXIMILIANS UNIVERSITÄET MÜNCHEN**

**Date:** 28. 10. 2015

**Signature**

A handwritten signature in blue ink, consisting of a stylized first name followed by a surname and a long horizontal flourish.

**Name:**

**Frank  
SPIEKERMANN**

**Title:**

**Dipl. Volkswirt**

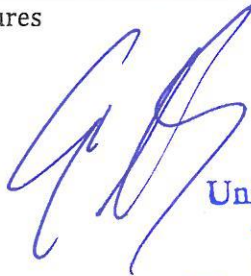
AS WITNESS:

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.

UNIVERSITAET ZU KOELN

Date: 21.10.2015

Signatures



Universität zu Köln  
- Der Kanzler -  
Dezernat 7  
Forschungsmanagement  
Im Auftrag

Names Silke ROHN

Titles EU Project Manager

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.

NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS"

Date: 02 NOE. 2015 P.P.

Signature **Dr. Chrysostomos Chatgililoglu**  
Vice president of  
**NCSR "DEMOKRITOS"**



Name Dr. Nikolaos KANELLOPOULOS

Title Chairman of the Board and Director of NCSR "Demokritos"

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.

UNIVERSITA DEGLI STUDI DI MILANO

Date:

Signature



27 OTT. 2015

Name

Gianluca VAGO

Title

Rector





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.

FUNDAÇÃO DA FACULDADE DE CIÊNCIAS DA UNIVERSIDADE DE LISBOA

Date: 02. Nov. 2015

Signatures



Names	Jose Manuel REBORDAO	Maria da Luz MATHIAS
Titles	Member of the Directive Board	Member of the Directive Board

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.

CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICAS

Date: 2015, October 26

Signature



Name Cayetano LOPEZ

Title General Director

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.

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS

Date: 22 OCT. 2015

Signature



Name Alicia CASTRO LOZANO

Title Vice-President for Scientific and Technical Research

**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.

UNIVERSIDADE DE SANTIAGO DE COMPOSTELA

Date: 16/10/2015

Signatures



Names	Prof. Isabel RODRIGUEZ-MOLDES REY
Titles	Vicechancellor for Research and Innovation

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.

UNIVERSIDAD DE SEVILLA

Date: 22 OCT 2015

Signature



Name D. Julián Martínez Fernández

Title Vicechancellor of Research

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.

THE UNIVERSITY OF LIVERPOOL

Date: 23/10/2015

Signatures *Ka Alecock*

**Karin Alecock  
Research Contracts Officer  
Legal, Risk and Compliance  
University of Liverpool**

Names Karin ALECOCK

Titles Research Contracts Officer

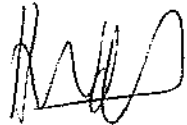
**AS WITNESS:**

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.

**THE UNIVERSITY OF YORK**

Date: 30/10/2015

Signatures

A handwritten signature in black ink, appearing to be 'HW', written over a horizontal line.

Names Heather WATSON

Titles Deputy Director of Research and Enterprise


**AS WITNESS:**

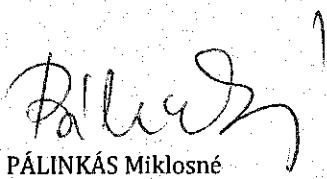
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages, the day and year first above written.

**MAGYAR TUDOMÁNYOS AKADÉMIA ATOMMAGKUTATÓ INTÉZET**

Date: 30.10.2015

Signatures

  
Names: FÜLÖP Zsolt  
Titles: Director

  
PÁLINKÁS Miklósné  
Financial Director



**[Attachments 1 & 2: Background included and excluded]**

Access Rights to Background made available to the Parties and background excluded from Access Rights:

**Participating organisation #1**

Organisation legal name: GRAND ACCELERATEUR NATIONAL D'IONS LOURDS

Organisation short name: GANIL

**Background included**

GANIL hereby grants Access Right only to Background, which has been accumulated within GANIL, which is directly involved in carrying out the Project

**Background excluded**

GANIL excludes from its obligation to grant Access Rights:

Any Background of GANIL, which is not explicitly listed in Attachment 1 of this Consortium Agreement,

Information which is developed by GANIL during the term of the Project outside the scope of it and which is not included in Attachment 1,

Information which is covered by specific written research or development agreements with other involved partners for which GANIL, due to third party rights, is not able to grant Access Rights to or from whom GANIL needs to get permission to grant Access Rights to.

**Participating organisation #2**

Organisation legal name: ISTITUTO NAZIONALE DI FISICA NUCLEARE

Organisation short name: INFN

**Background included**

INFN hereby grants Access Right only to Background, which has been accumulated within INFN, which is directly involved in carrying out the Project

**Background excluded**

INFN excluded from its obligation to grant Access Rights:

Any Background of INFN, which is not explicitly included in "Background included" of this Consortium Agreement,

Information which is developed by INFN during the term of the Project outside the scope of it and which is not included in "Background included",

Information which is covered by specific written research or development agreements with other involved partners for which INFN, due to third party rights, is not able to grant Access Rights to or from whom INFN needs to get permission to grant Access Rights to.

### Participating organisation #3

Organisation legal name: EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

Organisation short name: CERN

Background included

CERN hereby grants Access Right only to Background listed below, which is needed in carrying out the Project:

Know-how relating to production and purification of radioisotopes and to radiation-hard materials;  
Know-how relating to technics of production of secondary radioisotopes beams;  
Know-how relating to production and manipulation of radioactive ion beams using laser techniques;  
Patent entitled "Nanostructured Target for Isotope Production" number EP2342952, JP5389928, US2011235766.

Background excluded

CERN hereby excludes any Background, which is not explicitly listed in Attachment 1 of this Consortium Agreement.

### Participating organisation #4

Organisation legal name: JYVASKYLAN YLIOPISTO

Organisation short name: JYU

Background included

JYU hereby includes only Background relevant to the project already generated by the JYU-JYFL Accelerator Laboratory, which is directly involved in carrying out the ENSAR2 project.

Background excluded

JYU hereby excludes any Background, which is not explicitly listed in Attachment 1 of this Consortium Agreement.

### Participating organisation #5

Organisation legal name: CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

Organisation short name: CNRS

Background included

See "Background excluded" below.

The CNRS may accept to grant access rights in other cases not listed in "Background excluded", upon written request.

#### Background excluded

As a general rule Background generated by personnel and/or students of the CNRS other than those participating in the Project, as well as Background generated in collaboration with entities that are not parties to this agreement and from whom the CNRS needs permission in order to grant Access Rights, is excluded.

More specifically, the CNRS excludes access to all Background that has not been developed or is not owned by the members of the research teams (from the following laboratories: IPNO, CSNSM, IPHC, LPSC, LPC Clermont and CENBG) directly involved in the carrying-out of the Project, unless expressly agreed by CNRS in a separate agreement.

#### Participating organisation #6

Organisation legal name: GSI HELMHOLTZZENTRUM FUER SCHWERIONEN-FORSCHUNG GMBH

Organisation short name: GSI

#### Background included

GSI hereby grants Access Right to Background, which has been generated by the members of the research group of Dr. Klaus Tinschert, Department of Ion Source of GSI, which are directly involved in carrying out the Project.

#### Background excluded

GSI excludes specifically from its obligation to grant Access Rights to Background the following Background:

- All data, materials, methodologies and know-how not generated through the direct participation in the Project or which GSI is not free to provide.
- Databases and software not generated through the direct participation in the Project or which GSI is not free to provide.
- All Background resulting from research carried out by Dr. Klaus Tinschert and his team, which was funded in full or in part by industrial, charitable or government sponsors.
- Background, that is subject to a patent or filing of a patent, especially P 129, patent #19605171 and P 181, patent #10225965: "Hochtemperaturofen zur Festkörperverdampfung in EZR-Ionenquellen". Access to this Background might be granted upon request, but GSI is not obligated to grant access.

GSI also hereby excludes from its obligation to grant Access Rights to Background all Background that has been and/or will be derived outside the Project which GSI due to third party rights is not able to grant Access Rights to or for which GSI needs to get permission to grant Access Rights.

GSI shall only grant access to Background of which it can legally dispose. GSI hereby excludes from its obligation to grant Access Rights to Background all Background whose access is restricted due to license agreements with a third party.

### Participating organisation #7

Organisation legal name: RIJKSUNIVERSITEIT GRONINGEN

Organisation short name: RUG

#### Background included

The University of Groningen shall include in their obligation to grant Access Rights only the Background Knowledge that has been generated by the members of the research groups Hadronic and Nuclear Physics, Medical Physics, Accelerator and Radiation Physics of KVI-Center for Advanced Radiation Technology. The Access Rights are granted exclusively for the purposes of the ENSAR2 project and will be restricted if this results in the infringement of third party rights or validates obligation of non-disclosure (Annex 2).

#### Background excluded from Access Rights:

The University of Groningen hereby excludes from its obligations to grant Access Rights

(i) all Background generated by scientists and/or students other than by the members of the research groups Hadronic and Nuclear Physics, Medical Physics, Accelerator and Radiation Physics of KVI-Center for Advanced Radiation Technology,

(ii) all Background that has been created or obtained outside the scope and field of this Project, and

(iii) all Background to which the University of Groningen is not able to grant access rights due to third party rights.

### Participating organisation #8

Organisation legal name: THE HENRYK NIEWODNICZANSKI INSTITUTE OF NUCLEAR PHYSICS, POLISH ACADEMY OF SCIENCES

Organisation short name: IFJ PAN

#### Background included

IFJ PAN hereby grants Access Right only to Background, which has been accumulated within IFJ PAN, which is directly involved in carrying out the Project.

#### Background excluded

None

### Participating organisation #9

Organisation legal name: UNIWERSYTET WARSZAWSKI

Organisation short name: UNIWARSAW

Background included

Uniwersytet Warszawski (University of Warsaw) hereby includes only Background generated by the members of the research group headed by the scientists in charge for work entrusted to UWAR under the ENSAR2 Project, who are directly involved in carrying out the Project, except from in particular:

any Background in patents and patent applications,

any Background which is related to the licenses given by the Partners to their industrial collaborators and other licensees,

any Background covered under specific research agreements and confidentiality agreements and therefore subject to third party rights.

#### Participating organisation #10

Organisation legal name: INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE PENTRU FIZICA SI INGINERIE NUCLEARA "HORIA HULUBEI"

Organisation short name: IFIN-HH

Background included

IFIN-HH hereby grants Access Right only to Background, which has been accumulated within IFIN-HH, which is directly involved in carrying out the Project

Background excluded

IFIN-HH excludes from its obligation to grant Access Rights:

Any Background of IFIN-HH, which is not explicitly listed in Attachment 1 of this Consortium Agreement,

Information which is developed by IFIN-HH during the term of the Project outside the scope of it and which is not included in Attachment 1,

Information which is covered by specific written research or development agreements with other involved partners for which IFIN-HH, due to third party rights, is not able to grant Access Rights to or from whom IFIN-HH needs to get permission to grant Access Rights to.

#### Participating organisation #11

Organisation legal name: FONDAZIONE BRUNO KESSLER

Organisation short name: ECT\*

Background included

ECT\* hereby grants Access Right to its facilities which are directly involved in carrying out the Project (lectures halls, seminar rooms, computer access, library, collaboration with post docs and scientific visitors, ...)

**Background excluded**

ECT\* excluded from its obligation to grant Access Rights any Background of ECT\*, which is not explicitly included in “Background included” of this Consortium Agreement,

**Participating organisation #12**

Organisation legal name: EBG (ENTWICKLUNGS- UND BETRIEBSGESELLSCHAFT)  
MEDAUSTRON GMBH

Organisation short name: EBG MedAustron

**Background included**

EBG MedAustron hereby includes Access Rights to Background which has been created by Giulio Magrin in the field of microdosimetry and radiation quality within the group of Dosimetry and is linked to the Project Tasks in which EBG MedAustron is involved and is relevant for the effective implementation of the Project.

**Background excluded**

EBG MedAustron hereby excludes Access Rights:

- to Background which is not relevant for the effective implementation of the Project in which EBG MedAustron is involved;
- to Background which is generated in collaboration with entities that are not Parties of the Consortium unless all those entities grant Access Rights.

**Participating organisation #13**

Organisation legal name: KATHOLIEKE UNIVERSITEIT LEUVEN

Organisation short name: KULeuven

**Background included**

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

**Background excluded**

KU Leuven excludes all of its Background

#### Participating organisation #14

Organisation legal name: UNIVERSITE LIBRE DE BRUXELLES

Organisation short name: ULB

##### Background included

ULB hereby grants Access Right only to the part of its Background which is directly involved in and necessary to efficiently perform the work as described in the Description of the Work of the Project.

##### Background excluded

The Université Libre de Bruxelles (ULB) hereby excludes from its obligation to grant Access Rights to Background all remaining Background generated by ULB.

#### Participating organisation #15

Organisation legal name: COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES

Organisation short name: CEA

##### Background included

Only Part of its Background which is directly involved in and necessary to efficiently perform its part of work as described in the Description of the Work of the Project.

##### Background excluded

CEA excludes from its obligation to grant Access Rights:  
any Background of IRFU, which is not explicitly listed in Attachment 1 of this Consortium Agreement,  
information which is developed by IRFU during the term of the Project outside the scope of it and which is not included in Attachment 1,  
information which is covered by specific written research or development agreements with other involved partners for which CEA, due to third party rights, is not able to grant Access Rights to or from whom CEA needs to get permission to grant Access Rights to.

#### Participating organisation #16

Organisation legal name: GIP ARRONAX

Organisation short name: ARRONAX

Background included: ARRONAX includes from its obligation to grant Access Rights any Background which was generated by its R&D department and Accelerator group involved in carrying out the Project.

Background excluded:

ARRONAX excludes from its obligation to grant Access Rights :  
Any Background of ARRONAX, which is not explicitly listed in Attachment 1 of this Consortium Agreement,  
Information which is developed by ARRONAX during the term of the Project outside the scope of it and which is not included in Attachment 1,  
Information which is covered by specific written research or development agreements with other involved partners for which ARRONAX, due to third party rights, is not able to grant Access Rights to or from whom ARRONAX needs to get permission to grant Access Rights to.

#### Participating organisation #17

Organisation legal name: JUSTUS-LIEBIG-UNIVERSITAET GIESSEN

Organisation short name: JLU

Included:

The Justus-Liebig-Universitaet Giessen only includes in the project the Background generated by the research group involved in the Project, headed by Prof. Scheidenberger that is not excluded in Attachment 2.

Excluded:

The Justus-Liebig-Universitaet Giessen hereby excludes:

All Background developed by scientists of the Justus-Liebig-Universitaet Giessen not participating in this Project

All Background developed by scientists of the Justus-Liebig-Universitaet Giessen participating in this Project, but which is outside the scope of this Project

All Background covered under specific research agreements and confidentiality agreements, therefore being subject to third party rights

All Background relating to licences given to third parties

#### Participating organisation #18

Organisation legal name: JOHANNES GUTENBERG UNIVERSITAET MAINZ

Organisation short name: JGU Mainz

Background included

JGU Mainz hereby includes Access Rights to Background that has been created by the Group of Prof. Klaus Wendt, which is relevant to the project; access will only be granted as far as JGU Mainz is legally entitled to do so.



### Participating organisation #19

Organisation legal name: LUDWIG-MAXIMILIANS UNIVERSITAET MUENCHEN

Organisation short name: LMU

#### Background included:

LMU München grants Access Rights to Background that has been created by the LMU Research Team directly involved in carrying out the project; access will only be granted as far as LMU München is legally entitled to do so.

#### Background excluded:

LMU München excludes all background that has been and/or will be created by LMU München other than those members of the LMU Research Team directly involved in carrying out the project. LMU further excludes all background that has been or will be derived outside the project by members of the LMU Research Team. LMU also excludes all background which due to third-party rights it is unable to grant access rights to, or for which LMU needs to get permission to grant access rights to, including, but not limited to, all background arising from work funded by industry, government or charitable sources.

### Participating organisation #20

Organisation legal name: UNIVERSITAET ZU KOELN

Organisation short name: UCO

#### Background included

University of Cologne (UCO) hereby includes only such Background generated by those members of the research group headed by the scientists in charge, Prof. Dr. Reiter, for work entrusted to UCO under the ENSAR2 Project, who are directly involved in carrying out the Project at UCO, except from in particular any Background in UCO patents and UCO patent applications, any Background which is related to the licenses given by UCO to their industrial collaborators and other licensees as well as any Background covered under specific research agreements and confidentially agreements and therefore subject to third party rights.

#### Background excluded

None

### Participating organisation #21

Organisation legal name: NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS"

Organisation short name: NCSR

#### Background included

NCSR hereby grants Access Right only to Background which has been accumulated within NCSR, which is directly involved in carrying out the Project.

#### Background excluded

NCSR excludes from its obligation to grant Access Rights:

Any Background of NCSR which is not explicitly listed in Attachment 1 of this Consortium Agreement,

Information which is developed by NCSR during the term of the Project outside the scope of it and which is not included in Attachment 1.

### Participating organisation #22

Organisation legal name: UNIVERSITA DEGLI STUDI DI MILANO

Organisation short name: UMIL

#### Background included

UMIL hereby grants Access Rights only to the Background, which has been accumulated within UMIL, which is directly involved in carrying out the ENSAR2 Project.

#### Background excluded

None

### Participating organisation #23

Organisation legal name: FUNDAÇÃO DA FACULDADE DE CIÊNCIAS DA UNIVERSIDADE DE LISBOA

Organisation short name: FFCUL

#### Background included

None

#### Background excluded

None

### Participating organisation #24

Organisation legal name: CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICAS

Organisation short name: CIEMAT

Background included

See attachment 2, below.

Background excluded

In general, all knowledge, including patents, patents pending, know-how, trademarks, software, designs and models, owned by CIEMAT, other than such developed by the Division of Nuclear Fission, which are directly involved in carrying out this Project; and, Any Background of CIEMAT, which is not explicitly listed, shall be excluded from Access Rights to this Consortium and its Parties

### Participating organisation #25

Organisation legal name: AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS

Organisation short name: CSIC

Background included

CSIC hereby grants Access Right only to Background, which has been accumulated within IFIC and IEM groups, which are directly involved in carrying out the Project. This includes the following Background:

Background on  $\beta$ -decay studies using high-resolution and Total Absorption techniques.

Background on  $\beta$ -delayed neutron emission and on instrumentation development.

Related references: "An event generator for simulations of complex beta-decay experiments" by D. Jordan, A. Algora, and J. L. Tain, IFIC/15-03 Preprint.

Background on scintillator Phoswich instrumentation.

Related references: "Proton response of CEPA4: A novel LaBr<sub>3</sub>(Ce)-LaCl<sub>3</sub>(Ce) phoswich array for high-energy gamma and proton spectroscopy" by E. Nácher, et al. Nuclear Instruments & Methods A769,105-111,(2015). "Performance analysis for the CALIFA Barrel calorimeter of the (R3B)- experiment" by Alvarez-Pol, H. et al., Nuclear Instruments & Methods A767, 453-466 (2014). "LaBr<sub>3</sub>(Ce):LaCl<sub>3</sub>(Ce) Phoswich with Pulse Shape Analysis for High Energy Gamma- ray and Proton Identification" by O. Tengblad, et al. Nucl. Instr. and Meth. A704 , 19, (2013 ).

Background on Semiconductor detectors for  $\gamma$ -ray detection.

Related references: "AGATA - Advanced Gamma Tracking Array" by Akkoyun, S. et al., Nucl. Instrum. Meth. A668, 26, (2012). "Conceptual design and performance study for the first implementation of AGATA at the in-flight RIB facility of GSI" by C. Domingo-Pardo et al. Nucl. Instr. and Meth. A694, 297, (2013 )." Interaction position resolution simulations and in-beam measurements of the AGATA HPGe detectors. By Söderström, P.-A. et al., Nucl. Instr. and Meth. A638 , 96, (2011).

Background excluded:

In general, all knowledge, including patents, patents pending, know-how, trademarks, software, designs and models, owned by CSIC, other than such developed by the IFIC and IEM participant groups, which are directly involved in carrying out the Project. Knowledge which is developed by CSIC during the term of the Project outside the scope of it.  
CSIC also excludes all background which due to third-party rights it is unable to grant access rights to.

#### Participating organisation #26

Organisation legal name: UNIVERSIDADE DE SANTIAGO DE COMPOSTELA

Organisation short name: USC

##### Background excluded

Universidade de Santiago de Compostela hereby excludes from its obligation to grant Access Rights the following Background:

All Background generated by employees, agents or representatives of USC other than those involved in the Project.

All Background generated by the research team directly involved in the project, which is unrelated to the work plan, aims and objectives of the Project.

Any unpublished work that we want to publish before disclosure to the Consortium.

All Background whin USC, due to existing future third party rights, is not able to grant Access Rights to.

#### Participating organisation #27

Organisation legal name: UNIVERSIDAD DE SEVILLA

Organisation short name: USE

##### Background included

USE hereby grants Access Right only to the part of its Background, which is directly related to the specific tasks and goals described in the Description of the Work of the Project.

##### Background excluded

All Background generated by employees, agents or representatives of USE other than those involved in the Project. All Background generated by the research team directly involved in the project, which is unrelated to the work plan, aims and objectives of the Project.

### Participating organisation #28

Organisation legal name: THE UNIVERSITY OF LIVERPOOL

Organisation short name: ULIV

#### Background included

The Background is restricted to the Background of Dr Andrew Boston and his research groups. Dr Boston and his group will bring to the Project all of their background which is in the public domain and their Background which is not subject to third party rights.

#### Background excluded

University of Liverpool hereby excludes the following Background from its obligations to grant Access Rights:

- all Background generated by personnel, scientists or students at the University of Liverpool other than those directly involved in the Project;
- all Background generated by personnel, scientists or students at University of Liverpool that are directly involved in the Project, which is outside the scope of the Project;
- all Background which University of Liverpool, due to existing or pending third party rights, is unable to grant access rights to.

### Participating organisation #29

Organisation legal name: THE UNIVERSITY OF YORK

Organisation short name: UoY

#### Background included

York has extensive know-how in the use and exploitation of novel scintillator materials such as lanthanum bromide and cerium bromide. In addition, they have know-how with silicon photomultipliers and digital electronics. They have significant expertise in coupling scintillators to silicon photomultipliers to achieve optimum performance.

#### Background excluded

UoY excludes all Background generated by employees outside of research group participating in the ENSAR2 Project.

UoY excludes the following Background of its participating research group:

- Background developed by UoY researchers not participating in the ENSAR2 Project;
- Background developed by UoY researchers participating in ENSAR2 which is outside the scope of the work allocated to UoY under the ENSAR2 Project;
- Background that is the subject of an existing third party agreement;
- All Background in unpublished work that UoY wishes to publish before disclosure to the ENSAR2 Project;
- All Background in patents and current patent applications owned by UoY.

### Participating organisation #30

Organisation legal name: Magyar Tudományos Akadémia Atommagkutató Intézet

Organisation short name: ATOMKI-HAS

#### Background included

ATOMKI hereby grants Access Right only to Background, which has been accumulated within ATOMKI, which is directly involved in carrying out the Project.

#### Background excluded

ATOMKI excluded from its obligation to grant Access Rights:

Any Background of ATOMKI which is not explicitly listed in Attachment 1 of this Consortium Agreement,

Information which is developed by ATOMKI during the term of the Project outside the scope of it and which is not included in Attachment 1,

Information which is covered by specific written research or development agreements with other involved partners for which ATOMKI, due to third party rights, is not able to grant Access Rights to or from whom ATOMKI needs to get permission to grant Access Rights to.

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

**[Attachment 3: Accession document]**

ACCESSION

of a new Party to

ENSAR2 Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE GRANT AGREEMENT]

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

GANIL

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

GANIL

Signature(s)

Name(s)

Title(s)

**[Attachment 4: Listed Affiliated Entities]**

"Affiliated entity" means any legal entity that is under the direct or indirect control of a beneficiary, or under the same direct or indirect control as the beneficiary, control taking any of the following forms:

(a) The direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;

(b) The direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

	Name	Address	Contact person
Beneficiary			
Affiliated entity 1			



**[Attachment 5: Initial list of Members and other contact persons]**

Recipients for Notices

Recipients for Notices in Accordance with Section 11 of this Consortium Agreement.

Beneficiary name	Beneficiary short name	Country	Contact person
Grand Accélérateur National d'Ions Lourds	GANIL	France	Member of the General Assembly: M. Lewitowicz Tel.: +33 2 31 45 45 74 E-mail : lewitowicz@ganil.fr
Istituto Nazionale di Fisica Nucleare	INFN	Italy	Member of the General Assembly: P. Figuera Tel.: +39 095 542297 E-mail : figuera@lns.infn.it
European Organization For Nuclear Research	CERN	Switzerland	Member of the General Assembly: M. Borge Tel.: +41227675825 E-mail : Maria.Garcia.Borge@cern.ch
University of Jyväskylä	JYU	Finland	Member of the General Assembly: A. Jokinen Tel.: +358 505399468 E-mail : ari.jokinen@jyu.fi
Centre national de la recherche scientifique	CNRS	France	Member of the General Assembly: F. Ibrahim Tel.: +33169154477 E-mail : ibrahim@ipno.in2p3.fr
GSI Helmholtzzentrum für Schwerionenphysik	GSI	Germany	Member of the General Assembly: C. Scheidenberger Tel.: +49 61 59 71 2706 E-mail : c.scheidenberger@gsi.de
Rijksuniversiteit Groningen	RUG	The Netherlands	Member of the General Assembly: P. Dendooven Tel.: +31503633615 E-mail: dendooven@kvi.nl
Henryk Niewodniczanski Institute of Nuclear Physics Polish Academy of Sciences	IFJ PAN	Poland	Member of the General Assembly : A. Maj Tel.: +48126628141 E-mail: adam.maj@ifj.edu.pl
University of Warsaw	UNIWARSAW	Poland	Member of the General Assembly: P. Napiorkowski Tel.: +48 225546219 E-Mail: <a href="mailto:pjn@slcj.uw.edu.pl">pjn@slcj.uw.edu.pl</a>

Institutul National De Cercetare-Dezvoltare Pentru Fizica Si Inginerie Nucleara "Horia Hulubei"	IFIN-HH	Romania	Member of the General Assembly: L. Trache Tel.: +40 741 275738 E-mail : <a href="mailto:livius.trache@nipne.ro">livius.trache@nipne.ro</a>  Contact person: S. Galès Tel. : +40 755 098799 E-mail: <a href="mailto:sydney.gales@eli-np.ro">sydney.gales@eli-np.ro</a>
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University of York	UoY	United Kingdom	Member of the General Assembly: D. Jenkins Tel: +44 1904 322248 Fax: +44 1904 322214 E-mail: <a href="mailto:david.jenkins@york.ac.uk">david.jenkins@york.ac.uk</a>
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**[Attachment 6: List of Third Parties]**

List of Third Parties to which transfer of Results is possible without prior notice to the other Parties.

Organisation name	Country	Description of the Organisation / Specific role or contribution to the preparatory phase
Université Paris Sud Université de Strasbourg (UNISTRA)	France	<p>The parties listed below are linked to CNRS to operate Joint Research Units created by a written contract between CNRS and these third parties.</p> <ul style="list-style-type: none"> <li>• UNIVERSITE PARIS SUD linked to IPN Laboratory (UMR8608) and CSNSM Laboratory (UMR8609)</li> <li>• UNIVERSITE DE STRASBOURG linked to IPHC Laboratory (UMR 7178)</li> </ul>

**[Attachment 7: Agreement for the Transfer of Material]**

Sample Letter Agreement for the Transfer of Materials

In response to the RECIPIENT’s request for the MATERIAL [insert description] . . .The PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

The above MATERIAL is the property of the PROVIDER and is made available in the frame of the [name of the Project] project.

THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

The MATERIAL will be used for not-for-profit research purposes only.

The MATERIAL will not be further distributed to others without the PROVIDER’s written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.

The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damage against it by other involved partners, which may arise, from the use, storage or disposal of the MATERIAL. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

The MATERIAL is provided at no cost.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:.....  
Provider Organisation:.....  
Address:.....  
Name of Authorised Official:.....  
Title of Authorised Official:.....

Certification of Authorised Official: This Simple Letter Agreement \_\_has / \_\_has not [check one] been modified. If modified, the modifications are attached.

Signature of Authorised Official ..... and Date .....

RECIPIENT INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:.....

Provider Organisation:.....  
Address:.....  
Name of Authorised Official:.....  
Title of Authorised Official:.....  
Signature of Authorised Official:.....  
Date:.....

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist ..... and Date .....