



ORIENT- NM

Organisation of the European Research Community on Nuclear Materials

A Coordination and Support Action in Preparation of a Co-Funded European Partnership on Nuclear Materials



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Work Package 3 – CEP structure and functioning: legal issues, resource needs and implementation

Deliverable D3.7:

Legal issues related to CEP NM – Consortium Agreement draft for the CEP

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Introduction

This task of the ORIENT-NM project addressed all the most important legal issues for the structure of the Co-funded European Partnership (CEP) selected in T3.1 (see Deliverables D3.1 and D3.3 for the EJP/CEP structure¹), with emphasis on those that are specific for a CEP on nuclear materials. In particular, the potential participants at different levels of CEP (Programme owners, managers, partners, ...) were identified in WP1 and Task 3.1. Due to the nature of the organisations participating in the CEP, different legal issues are related to them, and these need to be solved. In particular, industrial partners, associations (such as EERA or SNETP), research and education organisations, as well as TSOs, will have to be appropriately involved, with industry in many respects on the same footing as research organisations. The legal position of the various types of CEP participants shall be clarified (how they can become part of it and how they can operate). This task shall propose legal solutions allowing all types of actors to become involved in the CEP, in collaboration with the European Commission and the Member States. In this document, the draft Consortium Agreement proposing contractual points for decision-making is sketched. Being a large research community with various levels, the CEP must have clear rules on how decisions are made and how co-operation at different levels is governed, who is entitled to participate in decision-making, and how and by whom the decisions are executed.

In the previous deliverable for this task, D3.2, the open points needing attention were listed as:

- Is the CEP working as a macro-project with fixed work packages, or should it work via internal calls to establish separate projects?

It has become progressively clearer that the only choice is to work through projects selected via calls, mainly for financial reasons (impossible to cover all activities of potential interest with the allocated funds): project calls are a way to inherently select activities out of the many possible ones, based on criteria of methodological usefulness. However, the goal is to avoid that each project has to sign a separate CA or deal with transversal aspects, such as dissemination and communication, education and training, knowledge management, etc. Thus, this CA has to be valid for any project inside the CEP, and the governing bodies have to be working for all projects. There will be activities (transversal work packages) that are parts of a "supporting macroproject", in parallel to actual (and strictly) R&D projects selected via calls, and likely also projects that are consensually defined from the beginning. The goal is that these projects should only deal with R&D (except of course reporting) and be relieved from all other duties that normally need to be included when answering EC calls (transversal activities mentioned above). From the point of view of the overarching "macroproject" structure, the reports of projects may be the "deliverables" of a work package dedicated to organising project calls.

- Freedom of the coordinator/ ExB to talk on behalf of the whole consortium (excluding legal and financial transactions) in order to keep the daily work flexible.
- Participation and financing rules for different participants.

¹ D3.1 European Joint Programme structure (draft), D3.3 European Joint Programme structure (revised) - . <http://www.eera-jpnm.eu/orient-nm/?q=jpnm&sq=sub3>

- Access to infrastructures (EU-OFFERR project to be combined here if possible).
- Applicability of the in-kind participation.

Some of these points are out of the scope of this task T3.2 and are to be decided in other work packages or tasks. In this document, some points listed above have been taken into account in the draft consortium agreement.

NOTE: "NUCMAT" is the work name for the CEP used in ORIENT NM. The name of the CEP is to be defined during the application phase of the CEP in 2023.

NUCMAT CEP Consortium Agreement - draft

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EURATOM) No 2021/765 OF THE COUNCIL of xxxx on the Research and Training Programme of the European Atomic Energy Community (2021-2025), which complements the Horizon Europe Framework Programme for Research and Innovation. The latter incorporates the rules for the participation and dissemination in Horizon Europe provided by the Regulation (EU) No xxxx of the European Parliament and of the Council (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary Model Grant Agreement for the Co-funded European Partnership and its Annexes. This agreement is made on xxx, hereinafter referred to as the Effective Date.

BETWEEN:

1.
2.
3.
1.
4.
- 5.

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

relating to the

Co-funded European Partnership on nuclear materials– First implementation phase

in short “NUCMAT”

hereinafter also referred to as “Action”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2025).

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

Whereas all Beneficiaries have been mandated by their respective competent authority to act as programme manager of the Co-funded European Partnership on Nuclear Materials.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Procedures (RoP) or in the Grant Agreement including its Annexes.²

“Consortium Work Plan” or “Work Plan”	means	the Description of Action (Annex 1 of the Grant Agreement) and the related agreed budget as first defined in the Grant Agreement (Annex 2 of the Grant Agreement), which is valid for the entire period of the Grant Agreement and which may be updated by the General Assembly in accordance with this Consortium Agreement and the Grant Agreement.
“Consortium Annual Work Plan” or “Annual Work Plan”	means	a document based on the Work Plan / Description of the Action, agreed in the General Assembly, which describes in more detail, on the basis of and in compliance with the Work Plan, the details of the implementation of the Action and the related finances to be implemented within the next year within the framework of the Action.
“Defaulting Party”	means	a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.
Founding Documents	means	The documents approved by NUCMAT consortium such as the Vision Paper, the Strategic Research Agenda and the relevant Roadmap, the Internal Rules of Procedure.

² *This list is to be finalised after the Grant Agreement’s contents is known and accepted. In particular, “Affiliated Entities” and “Entities under the same control” need to be defined and differentiated.*

“Granting Authority”	means	The body awarding the grant for the Action, in this case the European Commission
“Needed”	means	<p>For the implementation of the Action:</p> <p>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.</p> <p>For exploitation of own Results:</p> <p>Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.</p>
“Project”	means	A project launched within NUCMAT through Project Calls
“Project Execution Plan”	means	The Work Plan of a Project
“Research Line”	means	Practises common to all material classes, recognised as the backbones of the CEP and defining the goals to be pursued in NUCMAT
“Software”	means	Sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

2. Purpose

The purpose of this Consortium Agreement is to specify with respect to the Action the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Action and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution. If necessary additional specific provisions to regulate the functioning of the Consortium or between partners of the consortium shall be contained in Rules of Procedure (RoP) and in Terms of Reference (ToR) to be validated by the General Assembly. Both RoP and ToR shall fully comply with this Consortium Agreement.

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.

All decisions taken by the General Assembly from the entry into force of the Consortium Agreement will be binding for all Parties, which have signed it, irrespective of the date of their signature.

Such decisions shall be distributed in accordance with section 9 to those legal entities that are envisaged to join the Action but have not yet signed the Consortium Agreement and after a non-disclosure commitment subject to terms at least as stringent as those contained in this Consortium Agreement is signed by the entity envisaging to join the Action.

In accordance with Section 9 of this Consortium Agreement, a legal entity may become a new Party to the Consortium Agreement upon signature of the accession document by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2. Duration and termination

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

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

- the Grant Agreement is not signed by the Granting Authority or a Party; or
- the Grant Agreement is terminated; or
- a Party's participation in the Grant Agreement is terminated.

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

3.3. Survival of rights and obligations

The provisions relating to Ownership of Results, Access Rights, Dissemination and Confidentiality, for the time period mentioned therein, as well as for all provisions related to 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 Action 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 necessary input, deliverables and documents for the period of its participation.

4. Responsibilities of Parties

4.1. General principles

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

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

Each Party shall promptly provide without undue delay, all information reasonably required by the General Assembly, the Management Support Office 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 the General Assembly identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of its duties), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within the agreed period or is not capable of remedy, the General Assembly shall assess the consequences for the Consortium activities and 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, considering that termination extends to its Entities under same control (if any). Parties considered to be in default may not vote on such decisions.

4.3. *Specific responsibilities for Affiliated Entities and other Participants (to be defined later)*

For the avoidance of doubt, the Affiliated Entities as well as other Participants do not sign the Grant Agreement.

Every Affiliated Entity shall receive its funding through the Beneficiary it is linked to. Such Beneficiary is obliged to forward such share of funding and prefinancing without undue delay. The respective share of the Affiliated Entities in the funding and in the prefinancing results from the Grant Agreement.

Each Beneficiary involving an Affiliated Entity or other Participant in the Action must ensure that all its obligations under the Grant Agreement apply to its Affiliated Entities. Furthermore, the Beneficiary must ensure that the bodies mentioned in Grant Agreement Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards Affiliated Entities.

4.4. *Involvement of third parties*

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Entities under same control, subcontractors or other Participants) in the Action retains sole responsibility towards the Granting Authority and the other Parties for its obligation(s). In particular, it remains responsible for carrying out its relevant part of the Action and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement, and for the consequences arising from such third party's non-compliance. 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.

4.5. *Specific responsibilities regarding data protection*

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

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

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

5.1. *No warranties*

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

Therefore,

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

5.2. *Limitations of contractual liability*

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

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 Action as identified in Annex 2 of the Grant Agreement.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

5.3. *Damage caused to third parties*

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

5.4. *Force Majeure*

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

Each Party will notify the General Assembly and the Coordinator of any Force Majeure without undue delay. If the consequences of Force Majeure for the Action are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the General Assembly.

5.5. *Export control*

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

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

6. Governance structure

6.1. *General structure*

The *General Assembly* (GA) is the ultimate decision-making body.

The *Executive Board* (ExB) is an accompanying body to the General Assembly, which is in charge for the execution of GA decisions and for the preparation of proposals the GA has to discuss and approve or reject. The ExB shall report and be accountable directly to the GA.

The *Coordinator* is the legal entity acting as the intermediary between the Parties and Granting Authority.

Research Line Leaders, Project Leaders and Transversal Work Package Leaders manage the activities under research lines, projects or those that belong to work packages which are common for all research lines or projects.

The *Management Support Office* (MSO) provides help for the Coordinator in daily operations.

The *Scientific Advisory Board* (SAB) advises the ExB and the GA on strategic and implementation issues related to the NUCMAT's Annual Work Plan, and its coherence with respect to the Strategic Research Agenda and Vision Paper.

The *Innovation Group* (IG) advises the ExB and the GA on IPR and innovation exploitation issues related to the NUCMAT's results and outcome, providing strategic orientations in order to boost innovation.

6.2. General Assembly

6.2.1. Role

The General Assembly (GA) is the ultimate decision-making body of the Action. It is responsible for agreeing the strategy of **NUCMAT** in line with this Consortium Agreement. It may decide to delegate any of its decision-making responsibilities to other bodies within the Consortium structure including, but not limited to, the ExB or the Coordinator.

The General Assembly is responsible for agreeing on and regularly reviewing the overarching strategy of **NUCMAT** and to implement the Work Plan of the Action in a manner consistent with the Grant Agreement and the Euratom Work Programme.

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, proposals made by the ExB or the Coordinator shall be considered and decided upon by the GA.

6.2.2. Composition

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "Member" or "Representative"). Each Party shall designate its Representative duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.2.4 of this Consortium Agreement. The complete list of all Parties' Representatives shall be held and updated by the Coordinator. Each of the Parties shall immediately give notice to the Coordinator in case of change of its Representative.

All Representatives should be present or represented at all meetings. In case the Representative is unable to attend the meeting, the respective Party may appoint a substitute or a proxy to attend and vote at any meeting. Such appointment or proxy shall be notified in advance to the MSO, who will inform the Coordinator.

The General Assembly shall elect its Chairperson from among the Parties for a two year and a half (30 months) term, renewable once. The MSO shall provide service of secretariat for the GA meetings. In case of unavailability of the Chairperson, if the Chairperson could not timely appoint a substitute, a temporary Chairperson will be selected by the GA among the GA Members that are present at the meeting.

The Coordinator and the other members of the ExB, as well as the chairpersons of the SAB and the IG, shall attend the GA meetings, without voting rights, except in the conditions set out in section 6.2.3.9. In addition, observers from external organisations may be regularly invited to attend the GA meetings, without voting rights. The list of these observers will be proposed by the ExB and approved by the GA.

6.2.3. Preparation and organisation of meetings

6.2.3.1. Convening meetings

The Chairperson, through the MSO, shall convene ordinary meetings of the GA at least once a year.

Additional ordinary meetings may be held in the course of the year, if the GA so decides. Extraordinary meetings for urgent issues may be convened by the Chairperson at any time at own initiative or upon written request of the Coordinator, the Executive Board, or 1/3 of the Members of the General Assembly.

6.2.3.2. *Notice of a meeting*

On behalf of the Chairperson, the MSO shall give notice in writing of a meeting to each Party as soon as possible, and no later than 45 calendar days preceding an ordinary meeting, and 15 calendar days preceding an extraordinary meeting.

6.2.3.3. *Agenda of the meeting*

On behalf of the Chairperson, the MSO shall officially send each Party a written original agenda no later than 21 calendar days preceding the meeting, or 10 days before an extraordinary meeting. The agenda items shall be decided by the Chairperson after discussion with Coordinator and ExB, taking into account also proposals that may have been received from GA members. The Chairperson may also send a draft agenda for comments to all GA members for input, before official distribution. The agenda will in any case be approved by the GA on the day of the meeting and, if necessary, amended under the conditions hereinafter set out in section 6.2.3.4 and 6.2.3.5.

6.2.3.4. *Adding agenda items*

Any agenda item requiring a decision by the General Assembly must be identified as such on the agenda.

Any Party may add an item to the agenda by written notification to all of the other Parties no later than 14 calendar days ahead of the meeting, or 7 calendar days ahead of an extraordinary meeting.

6.2.3.5. *Adding a new agenda item*

In addition to the provision in 6.2.3.4, during a meeting of the GA, the Parties present or represented can unanimously agree to add a new item to the original agenda. When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 14 calendar days after receipt of the draft minutes of the meeting.

In that case the decision shall be void and the agenda item shall be added to the agenda of the subsequent General Assembly meeting.

6.2.3.6. *Supporting documents*

Supporting documents related to topics that require a decision other than those raised according to 6.2.3.5, shall normally be distributed no later than seven (7) calendar days preceding the meeting.

6.2.3.7. *Participation by remote means*

Representatives may exceptionally participate to the meetings of the GA by teleconference or other telecommunication means. Such form of participation shall be subject to the agreement of the Chairperson.

6.2.3.8. *Decisions*

Decisions will only be binding once the minutes of the meeting have been accepted according to Section 6.2.6 of this Consortium Agreement.

6.2.3.9. *Closed sessions*

When the Chairperson deems it necessary, or upon request of a Party, the GA may, regarding either all or part of the agenda, be convened as a closed session, where participation may be limited to the Representatives.

6.2.4. Quorum, votes and decisions of the General Assembly

6.2.4.1. *Quorum for standard decisions*

For standard decisions according to 6.2.4.3, the General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of the Parties Representatives are present or represented (quorum). If the quorum is not reached, the Chairperson may convene a further meeting, in agreement with the Coordinator and the ExB, according to a schedule that is suitable to the urgency of the decisions to be taken.

6.2.4.2. *Votes*

The Parties represented in the GA shall have one vote each. Decisions shall be taken as set out in 6.2.4.3. In case a decision cannot be reached, the GA shall discuss the matter with a view to reaching consensus. A Party which the General Assembly has declared, or which the General Assembly votes to declare according to Section 4.2, to be a Defaulting Party may not vote.

6.2.4.3. *Decisions* *Standard decisions*

Unless stated otherwise in this Consortium Agreement, the GA shall decide by a two-third (2/3) majority of the votes cast (abstentions not counting) for all decisions concerning the implementation of the Action and the execution of this Consortium Agreement, including but not limited to the following matters:

- Approval of procedures, including but not limited to:
 - Approval of management procedures, e.g., Consortium Work Plan and Annual Work Plan, and relevant budgeting and payment procedures, reporting procedures, internal communication procedures
 - Approval of procedures for dissemination and publication
 - Approval of training and education procedures, actions and strategies
 - Approval of procedures for preparing the reporting required under the Grant Agreement
 - Endorsement of the ExB members
 - Selection of Scientific Advisory Board and Innovation Group members and endorsement of the relevant terms of reference

- Evolution of the Parties, including but not limited to:
 - Approval 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 approval of the settlement on the conditions of the withdrawal respecting legitimate interests of all Parties
 - 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
- Content, finances and intellectual property rights, including but not limited to:
 - Proposals of changes to Annex I and II of the Grant Agreement to be agreed by the Commission
 - Approval of annual reports to the Commission
 - Modifications to Attachment 1 (Background Included)
 - Additions to Attachment 3 (List of Identified Entities under same control for simplified transfer according to Section 8.3.2)
 - Decision regarding the Project Calls (if applicable)
 - Timeline
 - Approval of call text and call topics
 - Guidelines and rules for participation for the Project Calls
 - Approval of the Projects to be funded, according to the ranking list
- Other decisions:
 - Decision to delegate tasks or decisional rights to the ExB and/or the Coordinator
 - Decision on transfer of tasks of a Defaulting Party and cessation of a Defaulting Party as set out in 4.2
 - Decision on the consequences in case of a Force Majeure as set out in 5.5

6.2.4.4. *Remote decision procedure*

Any decision may also be taken without a meeting, using an appropriate remote voting electronic tool, based on written documents that need to be prepared by the MSO, on behalf of the Chairperson, e.g., upon proposal of the Coordinator or the ExB, and distributed to all Parties at least 14 calendar days ahead of the deadline to close the electronic vote. The decision(s) shall be adopted provided that the Chairperson does not receive any objection within 7 calendar days after the deadline for voting. The electronic voting tool will enable the result of the poll to be accessible to everyone at any moment. Notwithstanding, the MSO shall forthwith inform in writing the Parties of the result of such remote procedure as soon as the poll is closed, and the Chairperson

shall report it to the following meeting. The MSO shall keep the proof that the written document has been sent to all Parties.

In case of refusal, the decision(s) may be included in the agenda of the following GA meeting.

6.2.4.5. *Specific decisions*

The following decisions shall be adopted by a three-quarter (3/4) majority of the votes cast (abstentions not counting):

- Approval of updates of the Founding Documents
- Approval of any update of implementation mechanisms, if used
- Decision on appointment or dismissal of the Chairperson of the GA
- Decision on appointment or dismissal of ExB members
- Proposal to the Commission for a change of the Coordinator
- Proposal to the Commission for suspension of all or part of the Action
- Proposal to the Commission for termination of the Action and the Consortium Agreement

6.2.4.6. *Secret ballot*

In any case of personnel appointment, or otherwise upon the demand of three or more of the Members present, voting shall be by secret ballot.

6.2.4.7. *No voting of Executive Board*

The members of the ExB including the Coordinator shall have no voting rights, and each is substituted in the GA by another Representative of their Party. Likewise, observers and invitees shall have no voting rights.

6.2.5. *Veto rights*

A Party which can provide demonstration that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be, or are, severely affected by any decision of the GA, may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting, and by written notification to the Chairperson within 7 calendar days after the receipt of the draft minutes of the meeting.

When a decision has been taken remotely without a meeting (section 6.2.4.4), a Party may veto such decision within 7 calendar days after the deadline for voting.

The exercise of veto should be considered as an extreme resort. In case of exercise of veto, the Party shall make every effort to resolve the matter which occasioned the veto, to the general satisfaction of all the Parties represented in the GA.

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

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

6.2.6. Minutes of meetings

After the meeting the Chairperson, with the support of the MSO, shall produce written minutes of meeting, which shall be the formal record of all decisions taken. The MSO shall send draft minutes of meeting to all Parties within 7 calendar days from the meeting.

The minutes shall be considered as accepted if, within 14 calendar days from sending, no Party has sent an objection in writing to the Chairperson with respect to the accuracy of the draft of the minutes. If a Party has sent objections or modifications, the minutes shall be either approved at the next meeting or submitted to remote decision (section 6.2.4.4).

On behalf of the Chairperson, the MSO will be in charge of the handling of the minutes and shall finally send the accepted version to all Parties, while safeguarding them and making them accessible to all through an appropriate portal for information.

The written minutes shall include a summary of the decisions that were taken in the meeting.

6.3. *Executive Board*

6.3.1. Role

The Executive Board (ExB) is the body in charge for executing the decisions and preparing the meetings of the GA. The ExB is assisted in its tasks by the MSO.

The above-mentioned regulations for the General Assembly regarding meetings and preparation of meetings, minutes, voting rights, quorum and veto rights apply to the ExB, mutatis mutandis, unless explicitly stated otherwise below.

The ExB shall:

- Contribute substantially to the preparation of the GA meetings, by elaborating documents and proposals on which decisions are requested, as well as setting the agenda together with the GA Chairperson.
- Be responsible for the proper implementation of the decisions of the GA and for monitoring their execution.
- Take decisions whenever relevant by specific delegation of the GA.

- On behalf and upon request of the GA, update the **NUCMAT** Strategic Research Agenda and Vision Paper, after hearing the advice of the SAB and the IG.
- Support the Coordinator in preparing meetings with the Commission and other funding authorities and in preparing related data and deliverables.
- Seek a consensus among the Parties whenever discording positions arise.
- Collect information every 12 months on the progress of the Projects, prepare relevant consolidated reports, examine the gathered information to assess the compliance of the Projects with the Consortium Work Plan and, if necessary, propose modifications of the Consortium Work Plan to the GA.
- Agree on the Members of the MSO, upon proposals from the Coordinator and the Parties, to be endorsed by the GA.
- Prepare the content and timing of press releases and joint publications by the Consortium, or proposed by the Funding Authority, in respect of the procedures of the Grant Agreement Article **xx**, with the support of the MSO.
- In the case of removed or aborted tasks as a result of a decision of the GA, advise 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.

6.3.2. Composition

The ExB shall be composed of the following members, in addition to the Coordinator:

- The Research Line leaders
- The Leaders of the transversal Work packages
- Any other member that the General Assembly may decide to include

The chairpersons of the SAB and the IG shall also be entitled to participate in ExB meetings as advisors. The Secretary role for the preparation of the minutes shall be ensured by the MSO.

The ExB members shall be selected upon proposal of the Parties, based on their competences and the possibility of devoting sufficient time to fulfil the requirements of taking the corresponding role. A criterion of representativeness of the various Parties shall also be applied to the selection. The ExB composition shall be endorsed by the GA. The ExB members are in charge for the whole duration of the **NUCMAT**, except decision on termination by the GA or resignation. In case of resignation of a member of the ExB, the Party to which the member belongs is expected to propose a substitute. If this is not possible, the GA shall have to deliberate on a change of Party.

The Coordinator shall chair all meetings of the ExB. The ExB will also select a vice-chair by majority of two-thirds (2/3). The Vice-chair can replace the chair for a number of tasks defined by the ExB, such as:

- Coordinate the activities that are transversal to the Research Lines and are assigned to bespoke transversal Work packages.
- Present to the General Assembly the actions taken by the Consortium concerning transversal activities for endorsement.

- Act as spokesperson for **NUCMAT** by participating in major dissemination events (excluding any legal and financial transactions)
- Replace the Coordinator in case of unavailability, or as part of a consensual task sharing, in its functions within governing and advisory bodies.

6.3.3. Preparation and organisation of ExB meetings

6.3.3.1. *Convening ExB meetings*

The Coordinator shall convene, through the MSO, ordinary meetings of the ExB at least two times a year.

Additional ordinary meetings may be held if required. Extraordinary meetings for urgent issues may be convened at any time upon written proposal of any ExB member.

The ExB may invite guests to its meetings. The Coordinator shall be responsible for ensuring that guests will be committed in writing to confidentiality obligations at least as stringent as those contained in this Consortium Agreement. Guests shall have no voting rights.

6.3.3.2. *Notice of a meeting*

A notice of a meeting shall be given in writing to each ExB member as soon as possible, and no later than 14 calendar days preceding an ordinary meeting, or 7 preceding an extraordinary meeting.

6.3.3.3. *Agenda of the meeting*

A written agenda shall be sent by the MSO on behalf of the Coordinator to each ExB member no later than 10 calendar days preceding the meeting, 4 days in the case of an extraordinary meeting.

Any ExB member may add an item to the agenda by a written notification to all of the other Members no later than 2 calendar days ahead of the meeting, also in case of an extraordinary meeting.

During a meeting of the ExB, the participating ExB members may also unanimously agree to add a new item to the original agenda

6.3.3.4. *Written approval procedure*

Decisions may also be made without a meeting if the Coordinator and/or, on his behalf, the MSO distributes the suggested decision to all ExB Members. If the Coordinator and/or the MSO receive positive answers from $\frac{3}{4}$ of the ExB members, or do not receive any objection within 10 calendar days after having forwarded the suggested decision, then the decision is made. In any case, the Coordinator and/or the MSO shall forthwith inform, in writing, the members of the ExB of the result of such written procedure, and shall report it to the next meeting. Written procedure by email is possible. As an alternative, a remote approval decision procedure, as set out in 6.2.4.4, may be adopted, as well.

6.3.3.5. *Remote meetings*

Video meetings using appropriate video conferencing tools will be the default way to hold extraordinary ExB meetings, while it is advised that ordinary meetings should be in-person.

6.3.3.6. *Closed sessions*

When the Coordinator deems it necessary, or upon request of an ExB member, the ExB may, regarding either all or part of the agenda, be convened as a closed session where participation may be limited to the ExB Members.

6.3.4. Minutes of ExB meetings

After the meeting, the Coordinator, with the support of the MSO, shall produce written minutes of the meeting, which shall be the formal record of all actions taken and to be taken. The Coordinator and/or the MSO shall send draft minutes to all ExB Members within 10 calendar days after the meeting.

The minutes shall be considered accepted if, within 7 calendar days from sending, no ExB member has sent an objection in writing to the Coordinator with respect to the accuracy of the draft of the minutes. If a member has sent objections, the minutes shall be approved at the next meeting or submitted to remote electronic approval (6.2.4.4).

On behalf of the Coordinator, the MSO will be in charge of the handling of the minutes and shall finally send the accepted version to all ExB Members while safeguarding them and making them accessible to all ExB and GA members through an appropriate web portal.

Minutes of ExB meetings shall be sent by the Coordinator, via the MSO, to the General Assembly Members for information.

6.4. *Coordinator*

6.4.1. Role of Coordinator

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

6.4.2. Responsibilities

The Coordinator shall be responsible for:

- Monitoring the compliance of the Parties with their obligations under the Grant Agreement and the Consortium Agreement and reporting it to the GA.
- Keeping the address list of Parties Representatives, Members of consortium bodies and other contact persons updated and available.
- Collecting, reviewing to verify consistency and submitting to the Granting Authority the information, reports and deliverables (including financial statements and related certification), or any other specific documents, that have

been communicated by the Parties and collected by the ExB or the MSO on the progress of the Action.

- Transmitting promptly documents and information connected with the Action to any other Party concerned.
- Administering the financial contribution of the Commission and fulfilling the financial tasks described in Section 7.
- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator or the MSO, when such copies or originals are necessary for the Parties to present claims.
- Presenting an annual report on the distribution of payments to the General Assembly.

In addition, the Coordinator shall be responsible for:

- Chairing the ExB in compliance with the provisions set out in 6.3.2.
- Ensuring the coordination, connection and complementarity of the activities of the various Research Lines, with the support of the Research Line Leaders.
- Preparing accordingly the Consortium Work Plan and Annual Work Plan, assessing the need for amendments and preparing them as required, in close collaboration with the other members of the ExB, to be submitted to the approval of the GA.
- Proposing the allocation of resources in the Work Packages and Projects among the Parties to the GA, in agreement with the other members of the ExB.
- Assessing, in interaction with SAB, IG, and other members of the ExB, the need for updating the SRA, to be proposed for endorsement to the GA.
- Preparing the content and timing of press releases and joint publications by the Consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement.
- Supporting timely and efficient communication between Parties.
- Acting as chief spokesperson for **NUCMAT** by participating in major dissemination events (excluding any legal and financial transactions)

For all these tasks the Coordinator can count on the support and assistance of the MSO and all other members of the ExB, especially the ExB vice-chair, to whom some of the tasks may also be delegated.

6.4.2.1 Preparation and submission of financial statements

The Coordinator shall, together with the MSO, propose for approval by the GA a procedure for the preparation of periodic and final reports.

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

6.4.2.2 *Legal competences and dissemination function of the Coordinator*

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

The Coordinator is allowed to represent the Consortium and **NUCMAT** as an official spokesperson in communication and dissemination actions, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement. Subject to the confidentiality obligations of Section 10 of this Consortium Agreement, the Coordinator shall be entitled to provide general information on the progress made within the Action, its objectives, way of functioning, activities performed in it and impact achieved.

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

6.4.2.3 *Change of Coordinator*

If the Coordinator fails in its coordination tasks as specified above and in the Grant Agreement, the General Assembly may propose to the Commission, through its Chairperson, to change the Coordinator.

6.5. *Research Line Leaders, Project Leaders, Transversal Work Package Leaders*³

6.5.1. Role

The Research Line Leaders will manage the activities that are performed within each Research Line. Research Line Leaders may belong either to Parties or to their Affiliated Entities. Their responsibility will include:

- The identification of the major steps to be taken towards the objectives of the Research Line (milestones) and the high-level deliverables, following the advice of the Scientific Advisory Board (SAB) and the Innovation Group (IG), whenever relevant;.
- Participation to the Preparation of the Project call text and evaluation criteria within the various Reserch Lines, to be discussed with, and endorsed by, the whole ExB, and then approved by the GA.
- The monitoring of the progress within the Research Line.
- The preparation of the Research Line annual reports, ensuring this is done timely and exhaustively.

³ *As the exact description of these positions depends on how the research work will be organised (not yet defined exactly), the procedures for selecting and changing these leaders will be defined during the actual CEP, at the beginning or before launching the first call for projects.*

- Optimise the organisation of Project meetings within the same Research Line, fostering communication between Projects and maintaining constant communication with Project Leaders.

The Project Leaders will coordinate the work in the Project they are responsible for, including but not limited to:

- Setting the guidelines for the performance of the tasks within the Project, defining Project internal milestones.
- Annually planning the activities of the various tasks of the Project, with the help of the Task Leaders, defining Project internal deliverables, in accordance with the indications of the corresponding Research Line Leader.
- Monitoring and reporting the Project progress to the corresponding Research Line Leader, with the assistance of the Task Leaders.
- Organise Project meetings to
 - work collaboratively
 - track the progress
 - schedule tasks
 - foresee potential problems.

Projects shall be organised in tasks. The Task Leaders shall coordinate the work in their specific Task and will:

- Plan the activities, according to the internal milestones and deliverables.
- Monitor the Task progress.
- Coordinate the technical reporting of the Task progress.
- Organise Task meetings to
 - work collaboratively
 - track the progress,
 - schedule subtasks
 - foresee potential problems.

Activities that are transversal to Research Lines, such as education and training, researchers' mobility scheme, communication and dissemination, result exploitation, knowledge and data management, event organisation, and, importantly, Project call preparation, will be distributed among Transversal Work packages. These are part of the general management of **NUCMAT** and can count on the direct support of the MSO. Each transversal Work Package shall have an appointed Leader. The transversal Work-Package Leaders shall coordinate the relevant work by:

- Planning the relevant activities, by defining relevant internal milestones and deliverables.
- Monitoring the Work Package progress.
- Coordinate the technical reporting of the Work-Package progress.
- Organise Work Package meetings to
 - work collaboratively

- track the progress,
- schedule tasks
- foresee potential problems.

6.5.2. Termination

If a Research Line Leader, a Transversal Work-Package Leader or a Project Leader fails in its functions as specified above, the General Assembly may decide to change it.

6.6. Management Support Office (MSO)

6.6.1. Role

The Management Support Office shall be responsible to the Coordinator for the overall implementation of the Consortium decisions and the day-to-day management of **NUCMAT**. The MSO shall operate under the guidance of the ExB.

6.6.2. Composition

The MSO shall be composed of employees of Parties or Affiliated Entities (Employers), in number sufficient to cover all the functions that this body is expected to accomplish. They shall be proposed by Parties and selected by the ExB based on their competences and their availability of time to be devoted to the tasks assigned. These employees do not need to be full time dedicated to **NUCMAT**, but shall be enabled to give priority to the **NUCMAT** tasks over any others. The General Assembly shall endorse the selection. The composition of the MSO may be changed upon request of the employing Party or if the Coordinator considers necessary the replacement and the GA endorses it.

The Employer is solely responsible and solely liable for fulfilling the usual employer's duties such as (but not limited to) providing:

- Salary
- Income tax
- Social insurance
- Health Insurance
- Insurance for occupational injuries and occupational disease

These costs will be reimbursed, partially or *in toto*, by the NUCMAT. Consortium Parties using Affiliated Entities to provide staff to the MSO have to pass on the above obligations to their Third Parties.

6.6.3. Responsibilities

The MSO is responsible for:

- Assisting the ExB in preparing and executing the Project calls, as decided by the General Assembly, including but not limited to:
 - Supervising the timelines for the Project Calls.
 - Preparing the call text and call topics, to be submitted to GA approval.

- Preparing guidelines and rules for participation for the Project Calls, to be submitted to GA approval.
- Publishing the call announcements.
- Collecting the proposals for the ExB examination.
- Managing and assisting the process of proposal evaluation.
- Providing a Secretary for the ExB and GA meetings.
- Providing support to transversal activities, such as: education and training (E&T) actions, management of researcher's mobility schemes, knowledge management, result exploitation actions, event organisation in general.
- Supporting the Coordinator in the daily management of **NUCMAT** and helping in implementing the Consortium and Annual Work Plans.
- Supporting the ExB in the preparation of the content and timing of press releases and joint publications by the Consortium or proposed by the Commission, in respect of the procedures of the Grant Agreement Article **xx**,
- Checking and following the quality as defined in the Quality Management Plan.
- Any other action that may be delegated by the General Assembly to the MSO.

6.7. Scientific Advisory Board (SAB)

6.7.1. Role

The Scientific Advisory Board (SAB) is comprised of internationally recognised third parties in the scientific and technical field of materials for nuclear energy. The SAB is responsible for giving input to the ExB and the GA concerning operational and strategic issues affecting its scientific and technical orientation. In particular, it is in charge of ensuring application and updating of the Roadmap for the implementation of the Strategic Research Agenda, by evaluating the Annual Work Plans. SAB members will also be involved in the evaluation of Project calls and mobility applications.

By way of exception to Section 6.4.2.2 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the SAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the SAB. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.⁴

The above-mentioned regulations for the General Assembly regarding meetings and preparation of meetings, minutes, voting rights, quorum and veto rights apply to the SAB, mutatis mutandis, unless explicitly stated otherwise below.

⁴ *DESCA text: The Coordinator shall ensure that a non-disclosure agreement is executed by each SAB member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.*

6.7.2. SAB composition; mandate duration, duties and rights of the SAB members

The maximum size of the SAB will be 9 members. SAB members are appointed by the GA out of a number of candidacies proposed by the GA members themselves.

The principle that SAB members are appointed according to their competence as individuals and shall not act as representatives of their home organisations shall be clearly stated by the GA chair when the SAB is appointed. SAB members will preferably have a research and development background with strategic vision and may belong both to internal and external (to the **NUCMAT**) organisations. The first appointed SAB will be formed by 2/3 of the maximum number of members should be up and running no later than 3 months from the **NUCMAT** start. The remaining members may be appointed one year later, in such a way that the full SAB may have part of its members periodically renewed and after the first year there will always be members with experience of having been in the SAB before.

SAB members are nominated according to a procedure to be elaborated by the ExB and approved by the GA for a duration of two and a half years (30 months, renewable once). The members will cease to be members when either at the end of their mandate of 30 months or of the **NUCMAT**, whichever the earlier, or if they resign, or if they have not taken part in the activities of the SAB during 12 consecutive months.

The costs incurred by SAB members to carry out their activities (travel and accommodation expenses, relevant subsistence costs, etc.) shall be paid by the **NUCMAT**. These reimbursements will be managed by the Coordinator through the MSO. However, the **NUCMAT** shall not cover the costs of the working time dedicated by members to the SAB activities.

6.7.3. Procedure for electing SAB Chair and Vice Chair and SAB rules of procedures

The appointed SAB shall select a SAB chairperson and a vice-chairperson from among its members for the duration of their term of office. A turning rule for chair or vice-chair may be also considered by the SAB.

The SAB shall define its own rules of procedures: these will have to be consistent with the Grant Agreement and this Consortium Agreement, and will be revised if needed whenever appropriate, and each time a new chair is appointed.

The rules of functioning shall address at least the practices to be followed to

- Call meetings
- Produce and communicate the meeting agenda and add or remove items
- Produce the minutes of the meetings and object to them
- Consider decisions as valid
- Subdivide the work among members, etc.

The SAB may also form subgroups where appropriate.

The chair of the SAB, or in the case of unavailability, the vice-chair, shall:

- Convene and chair periodic SAB meetings (remote, in-person or hybrid), with the required frequency, but at least twice a year (except for the first year of creation of the SAB, when only once will be mandatory).
- Inform the chairs of the ExB and GA in a timely fashion about important outcomes of the SAB meetings.
- Participate in the ExB and GA meetings without voting rights, to inform of the opinion of the SAB.

SAB meetings are generally closed meetings. The SAB may also invite external (to the SAB) experts to its meetings, if appropriate or useful to fulfil SAB's tasks. Any such external expert must be committed to confidentiality obligations not less stringent than those stipulated in this Consortium Agreement.

6.7.4. Responsibilities of the SAB and SAB members. Conflict of interest.

The SAB shall:

- Act as an advisory body and report to the ExB and the GA through its chair and/or vice-chair;
- Advise the GA and the ExB regarding the general orientation and implementation of the SRA in terms of scientific approach and thematic direction, suggesting updates if appropriate, and responding to any specific advice request of the GA or the ExB.

Produce, *a minima*:

- A yearly assessment of the activities of the **NUCMAT** in the previous year. For this, the SAB will have access to all deliverables and/or periodic reports produced within the **NUCMAT**, and may directly ask the persons that are in charge of a given activity to report in dedicated meetings.
- A yearly proposal of implementation plan to be applied the following year, to ensure that the Roadmap of the **NUCMAT**, derived from the SRA, is followed, taking into account the research activities of the previous year and the year in progress.

The input of the members of the SAB for the evaluation and implementation of the research work and plans of the **NUCMAT** shall be organised in such a way that any potential conflict of interest can be avoided. In particular, a member of the SAB shall not participate in any decision in which a situation or circumstance of personal and/or professional nature can compromise his or her ability to decide in the best interest of the **NUCMAT**.

6.8. Innovation Group (IG)

6.8.1. Role

The Innovation Group (IG) is comprised of external individuals with expertise in leading business, supporting entrepreneurship and commercializing technology, preferably in connection with materials development and/or nuclear energy. It is responsible for giving input to the ExB and GA of the **NUCMAT** concerning strategic orientations in order to boost innovation. In particular, it is charged with contributing to the definition of the Roadmap for the implementation of the SRA, with a view to steering the activities towards innovation, to identify possible exploitation paths for the results obtained within the **NUCMAT**, and to suggest specific R&D activities to be included in the **NUCMAT** portfolio with high innovation potential. IG members will also be involved in the evaluation of project calls and mobility applications.

6.8.2. IG composition; mandate duration, duties and rights of the IG members

6.8.3. IG Composition

The actual size of the IG shall be decided by the GA, but it shall be comprised of a maximum of 9 members. IG members will preferably have an industrial or entrepreneurship background with highly strategic vision. Members are appointed by the GA out of a number of candidacies proposed by the GA members themselves during the first year of the **NUCMAT**, so that the IG can be fully operative by the end of the first year of the **NUCMAT**. The detailed procedure for the appointment will be elaborated by the ExB and approved by the GA before it is applied.

The IG members are mandated until the end of the **NUCMAT**. Upon appointment, each IG member shall sign an NDA. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

Members will cease to be members either at the end of the **NUCMAT** or if they resign earlier, or else if they have not taken part in the activities of the IG during 12 consecutive months. In the last two cases, the GA will replace the ceased member. The costs incurred by IG members to carry out their activities (travel and accommodation expenses, relevant subsistence costs, etc.) shall be paid by the **NUCMAT**. The Coordinator shall manage the reimbursement of these costs through the MSO. However, the **NUCMAT** shall not cover the costs of the working time dedicated by members to the IG activities.

6.8.4. Procedure for electing IG Chair and Vice Chair and IG rules of procedures

The appointed IG shall select an IG chairperson and a vice-chairperson from among its members for the duration of their term of office (until the end of the **NUCMAT**). A turning rule for chair or vice-chair may be also considered by the IG. The IG shall

define its own rules of procedures in accordance with the Grant Agreement and this Consortium Agreement: these will have to be consistent with the present terms of reference and will be revised if needed whenever appropriate. The rules of functioning shall address at least the following practices to be followed to:

- Call meetings.
- Produce and communicate the meeting agenda and add or remove items.
- Produce the minutes of the meetings and object to them.
- Consider decisions as valid.
- Subdivide the work among members, etc.

The IG may also form subgroups where appropriate.

The chair of the IG or, in the case of unavailability, the vice-chair, shall:

- Convene and chair periodic IG meetings (remote, in-person or hybrid), with the required frequency, but at least twice a year.
- Inform the chairs of the ExB and GA about important outcomes of the IG meetings in a timely fashion.
- Participate in the ExB and GA meetings without voting rights, to report on the innovation proposals elaborated by the IG.

IG meetings will generally be closed. The IG may, however, invite external (to the IG) experts to its meetings, as well as members of the ExB and GA, if appropriate or useful to fulfil their tasks. Invited external experts must be committed to confidentiality obligations not less stringent than those stipulated in this Consortium Agreement.

6.8.5. Responsibilities of the IG and IG members. Conflict of interest.

The IG shall act as an advisory body and report to the ExB and the GA through its chair and/or vice-chair, proposing strategic orientations in order to boost innovation within the **NUCMAT**.

In particular, it is in charge to suggest specific R&D activities to be included in the **NUCMAT** portfolio with high innovation potential and/or to help identify paths towards result exploitation.

The IG will produce, *a minima*:

- A yearly proposal of exploitation paths for the results obtained within the **NUCMAT** until that moment. For this the IG will have access to all deliverables and/or periodic reports produced within the **NUCMAT** and may directly ask the persons that are in charge of a given activity to report in dedicated meetings.
- A yearly proposal of activities that may be considered as part of the **NUCMAT** portfolio, that have an expectedly high innovation potential.

At the end of the **NUCMAT**, the IG is expected to produce concrete proposals that should be included in the revision of the SRA and of the relevant Roadmap.

The input of the members of the IG shall be organised in such a way that any potential conflict of interest can be avoided. In particular, a member of the IG shall not participate in any decision in which a situation or circumstance of personal and/or professional nature can compromise his or her ability to decide in the best interest of the **NUCMAT**.

7. Section: Financial provisions

7.1. General Principles

7.1.1 Internal Funding Rates

Notwithstanding that under the Grant Agreement the Commission will reimburse eligible costs at a single rate for the whole Consortium, the Parties may decide that the Commission's reimbursement shall be distributed by the Coordinator to the Parties as amounts calculated on the basis of different funding rates for different types of expenditure and activities.

These internal funding rates to the Consortium are set out in the Internal Rules of Procedure of the Consortium. They may be varied by decision of the GA according to Consortium needs.

7.1.2 Distribution of Financial Contribution

The financial contribution of the Commission to the Action shall be distributed by the Coordinator according to:

- the Consortium Work Plan
- the approval of reports by the Commission, and
- the provisions of payment in Section 7.4.

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

7.1.3 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 Action towards the 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 Commission.

7.1.4 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Work Plan, or - in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Work 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 Work Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share, unless agreed otherwise by the GA.

7.1.5 Return of excess payments; receipts

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay, unless agreed otherwise by the GA.

In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

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

7.1.6 Financial Consequences of termination of participation of a Party

A Party leaving the consortium shall refund all payments it has unduly received according to Grant Agreement Article xx except the amount of contribution accepted by the Commission or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable, proper and fully evidenced/justified additional costs occurring to the other Parties in order to perform its and their tasks.

Because of its particular status as a Commission Directorate-General, the Joint Research Centre – participating in this Action through Directorate G – Nuclear Safety and Security – has signed an Administrative Arrangement with DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION (DG RTD). This Administrative Arrangement is established in Annex 3b to the Grant Agreement, and regulates relations within the Commission including inter-Commission payments.

7.2. *Budgeting*

The budget set out in the Consortium Work Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties, and shall comply with the conditions of the Grant Agreement for eligibility of costs.

7.3. In-kind contributions

It is to be noted that the use of in kind contributions is to be agreed in the negotiation phase of the **NUCMAT**. Therefore the description for the use of in kind contributions in this Consortium Agreement template is just indicative and may be modified or even be fully left out of the agreement eventually.

7.3.1. Purpose

In-kind contributions are allowed to be used as a part of the complementary funding for the **NUCMAT**. They can be used for operational activities, and shall be in line with their investment in research activities as foreseen in the Annual Work Plan over the lifetime of **NUCMAT**. Such contribution shall consist of demonstrated eligible costs incurred by the Parties in implementing indirect actions, awarded to them by **NUCMAT** under Euratom Work Programme, less the contribution of **NUCMAT** to those costs.

7.3.2. Evaluation and reporting of in-kind contributions

The following conditions for the in-kind contributions apply:

The Parties' contribution to the activities of **NUCMAT** shall be in line with their overall investments in the implementation of the **NUCMAT**. An activity may qualify as an in-kind contribution when it meets the following cumulative conditions:

- 1) it does not receive financial support from **NUCMAT**, but contributes to its objectives and has a significant added value (i.e., it is considered as “*relevant*” to the **NUCMAT**);
- 2) it is determined in accordance with the usual cost accounting practices of the Parties, with the applicable accounting standards of the country where they are established, and with the applicable International Accounting Standards and International Financial Reporting Standards; and
- 3) it is included in the annual activities plan annexed to the main part of the **NUCMAT** Work Plan, upon review and endorsement amongst Members of the GA.

7.3.3. Possible types of in-kind⁵

7.3.4. Reporting

The Parties shall report according to a separately agreed schedule to the ExB on the value of the in-kind, made in the previous project year. For this purpose, the **NUCMAT** ExB shall adopt and provide the Parties with specific reporting guidelines and dedicated templates.

⁵ To be defined in the negotiation phase.

7.3.5. Evaluation

The value of the reported in-kind by each Party shall be audited in accordance with the mechanism applicable to the specific Grant Agreement.

The valuation method may be verified by the **NUCMAT** should there be any uncertainty arising from the certification.

7.4. Payments

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 Commission's financial contribution to the Action 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 **xx** and **xx** of the Grant Agreement, no Party shall, before the end of the Action, receive more than its allocated share of the maximum grant amount from which the amounts retained by the Commission for the Mutual Insurance Mechanism and for the final payment have been deducted.
-

7.4.1. Distribution of payments to the Parties

The distribution by the Coordinator of pre-financing and interim payments to Parties, will be handled in accordance with Article **xx**. and Article **xx** of the Grant Agreement according to the following:

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Party concerned.

7.4.2. Distribution of Pre-financing

The pre-financing payment by the Commission, received after subtraction of the amount to be paid into the obligatory Guarantee Fund as stated in Art. **xx** of the Grant Agreement, shall be distributed between the Parties by the Coordinator without undue delay upon receipt. Receipt of the pre-financing payment by the Commission is expected 30 days after entry in force of the Grant Agreement, or within 10 days before the starting date of the Action, whichever is the latest.

The Coordinator (or another Party on its behalf) has among its tasks the management of the money dedicated to fund Projects that are selected via calls. Thus, this money will go as part of a task in a WP to the coordinator (and/or to the Party in charge), that

will keep it until the Projects are defined and then distribute it according to the tasks of each participant in the Project that has right to reimbursement.

If the pre-financing payment made by the Commission is more than the amount to be distributed by application of the internal funding rates to allocated, the Coordinator shall retain the balance, for distribution at a later date.⁶

7.4.3. Distribution of interim payments⁷

7.4.4. Distribution of final payments⁸

7.4.5. Withholding of payments

The Coordinator is entitled to withhold any payments due to a Party identified by the GA to be in breach of its obligations under this Consortium Agreement, or the Grant Agreement, or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover undue payments already paid to a Defaulting Party in accordance with Grant Agreement Article xx, except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Commission, according to Grant Agreement Article xx.

8. Results

8.1. Ownership of Results

Results are owned by the Party/Parties that generate(s) them.

8.2. Joint ownership

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

Unless otherwise agreed:

⁶ *The detailed funding distributions will be defined after the Grant Agreement has been approved and signed.*

⁷ *The distribution of the interim payments to Parties shall be in accordance with the detailed procedures to be decided by the GA. At this point these topics cannot be decided.*

⁸ *The distribution of the final payments to Parties shall be in accordance with the detailed procedures to be decided by the GA. At this point these topics cannot be decided.*

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

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

8.3. Transfer of Results

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

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

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

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 forty-five (45) calendar days' prior notice for the transfer as foreseen in the Grant Agreement. The Parties however agree, to give the notice as soon as possible.

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

8.4. Dissemination of results

All Parties are committed to dissemination of their research findings and aim to ensure a fair distribution of opportunities to publish, the visibility of the collaborative effort and the inclusion of young researchers in publication and dissemination activities. For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved. The copyright of each Party in copyright-protected work remains with the author/the Party himself or herself. Authors shall always have the right to be fully acknowledged for their authorship.

8.4.1. Dissemination of own (including jointly owned) Results

During the Action and for a period of 1 year after the end of the Action, 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 xx of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication or communication shall be given to the other Parties at least 30 calendar days before the submission of the publication to the publisher or of the abstract at a conference. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 21 calendar days after receipt of the notice. If no objection is made within the time limits stated above, the publication is permitted.

An objection is justified if

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

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

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 submission delay of not more than 30 calendar days from the time it received publication notice. This needs to happen before the pre-announced delivery of the publication to the Journal. After 30 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.2. Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's unpublished Results or Background without obtaining the owning Party's prior written approval.

8.4.3. Cooperation obligations

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

8.4.4. 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.

9. Access Rights

9.1. Background included

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

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

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

9.2. General Principles

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

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.

For the avoidance of doubt, this means that the owning Party may impose to the Party requesting an Access Right the execution of a separate licence agreement.

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 Action shall be granted on a royalty-free basis for the duration of the Action, unless otherwise agreed for Background in Attachment 1.

9.4. Access Rights for Exploitation

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

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions subject to a separate written agreement between the Parties concerned.

A request for Access Rights may be made up to twelve months after the end of the Action or, in the case of Section 9.7.2.1 up to the termination of the requesting Party's participation in the Action.

9.5. Access Rights for Entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article xx and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for Entities under the same control" when they are identified in Attachment 3 (Identified Entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the Entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Entities under the same control [listed in Attachment 3]. Access Rights to Entities under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement. Entities under the same control which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Entities under the same control were Parties.

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

Access Rights granted to any Entity under the same control are subject to the continuation of the Access Rights of the Party 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 Entity under the same control, any Access Rights granted to such former Entity under the same control shall lapse.

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

9.6. Additional Access Rights

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

9.7. Access Rights for Parties entering or leaving the consortium

9.7.1. New Parties entering the consortium

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

9.7.2. Parties leaving the consortium

Access Rights granted to a leaving Party will be managed as follows:

9.7.2.1. 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.

9.7.2.2. Non-defaulting Party

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

It may request Access Rights within the period of time specified in Section 9.4.

9.7.2.3. Access Rights to be granted by any leaving Party

Any Party leaving the Action 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 Action.

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.

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

Action during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally or visually during site visits has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, during the Action and for a period of 5 years after the final payment of the Granting Authority:

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

10.3

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees or third parties (including Entities under same control) involved in the Action, and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Action and/or after the termination of the contractual relationship with the employee or third party.

10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- a statutory right of publication cannot be restricted; or
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder. This obligation does not alter the status of the information as a Confidential Information and it is still to be treated as confidential with regards to any other party.

10.5

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Action 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 Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or its supervisory authority and regulatory bodies, it shall, to the extent it is lawfully and reasonably able to do so, prior to any such disclosure

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

11. Miscellaneous

11.1. *Attachments, inconsistencies and severability*

This Consortium Agreement consists of this core text and the following attachments:

Attachment 1 – Background included

Attachment 2 – Accession document

Attachment 3 – List of Entities under same control for simplified transfer according to Section 8.3.2

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. However, the internal funding rules shall prevail.

In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

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

11.2. No representation, partnership or agency

Except as otherwise provided in Section 6.4.2.3, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, 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.

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

Formal notices:

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

Written notice:

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

Other communication:

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

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

11.4. Assignment and amendments

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

11.5. Mandatory national law

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

11.6. Language

This Consortium Agreement is drawn up in English. This 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.

All disputes, controversies or claims arising under, out of, or in connection with, this Consortium Agreement and any subsequent amendments, which cannot be solved amicably within sixty (60) days of the date of receipt of a formal request to settle the dispute – which may include escalation to an executive level employee of each Party in dispute, (such person must be without direct involvement in the Project), shall be submitted to mediation in accordance with the WIPO Mediation Rules.

The place of mediation shall be Brussels, unless otherwise agreed upon. The language to be used in the mediation shall be English, unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

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

12. Section: Signatures



AS WITNESS:

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

Signed in **xx** counterparts.

SIGNATURE PAGE

For **xxxxx**

As the Coordinator

Name:

Title:

Date:

Signature:

SIGNATURE PAGE

For **xxxxx**

Name:

Title:

Date:

Signature:

Attachment 1: Background included

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

PARTY 1

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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

Describe Background	Specific restrictions and/or conditions for implementation (Article xx Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article xx Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article xx and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article xx and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

[Same for PARTY 2, PARTY 3, etc]

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Entities under same control for simplified transfer according to Section 8.3.