

# Consortium Agreement



[DIRECTED]

Version [4.0] – [29.08-2022]

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

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## **CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1<sup>st</sup> October 2022, hereinafter referred to as the Effective Date.

### **BETWEEN:**

**TECHNISCHE UNIVERSITAET BRAUNSCHWEIG**, TUBS, UNIVERSITAETSPLATZ 2, 38106 BRAUNSCHWEIG, GERMANY, the Coordinator

and

**POTSDAM-INSTITUT FUR KLIMAFOLGENFORSCHUNG e. V.**, PIK, TELEGRAFENBERG A31, 14473 POTSDAM, GERMANY

and

**DANMARKS TEKNISKE UNIVERSITET**, DTU, ANKER ENGELUNDSVEJ 1, BYGNING 101 A 2800, KGS LYNGBY, Denmark

and

**GECOSISTEMA SRL**, GECO, PIAZZA MALATESTA 21, 47900 RIMINI, Italy

and

**INSTITUTE FOR ADVANCED SUSTAINABILITY STUDIES, EV**, IASS, BERLINER STRASSE 130, 14467 POTSDAM, Germany

and

**UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK**, UCC a body incorporated under Charter with its place of address at. Western Road , CORK, Ireland

and

**REGION HOVEDSTADEN**, REGIONH, KONGENS VAENGE 2 3400, HILLEROD, Denmark

and

**AGENZIA REGIONALE PER LA SICUREZZA TERRITORIALE E LA PROTEZIONE CIVILE**, ARSTPC-ER, VIALE SILVANI 6, 40122 BOLOGNA, Italy

and

**GENILLARD & CO GMBH**, G&C, ISMANINGER STRASSE 102, 81675 MUENCHEN, Germany

and

**INTERNATIONALES INSTITUT FUER ANGEWANDTE SYSTEMANALYSE, IIASA,**  
SCHLOSSPLATZ 1, 2361 LAXENBURG, Austria

and

**ERFTVERBAND, EV, AM ERFTVERBAND 6, 50126 BERGHEIM, Germany**

and

**ZALA KULONLEGES MENTOK ES ONKENTES TUZOLTO EGYSULET, ZSRT, EPITOK UTJA 5**  
3//9, 8900 ZALAEGRSZEG, Hungary

and

**AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-**  
**ROMAGNA, ARPAE, VIA PO 5, 40139 BOLOGNA, Italy**

and

**HELMHOLTZ ZENTRUM POTSDAM DEUTSCHESGEOFORSCHUNGSZENTRUM, GFZ**  
TELEGRAFENBERG, 14473 POTSDAM, Germany

and

**52° NORTH SPATIAL INFORMATION RESEARCH GMBH - 52°North GmbH, 52N, MARTIN-**  
LUTHER-KING-WEG 24, 48155 MUENSTER, Germany

**Hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary”**

**And the Associated Partners**

**SEI OXFORD OFFICE LIMITED, SEI, with legal address, OXFORD ECO CENTRE, ROGER HOUSE,**  
OSNEY MEAD, OXFORD, OXFORDSHIRE, OX2 0ES (United Kingdom)

and

**OASIS HUB LIMITED, OASIS, 39, 60 BARGE WALK, GREENWICH SE10 0UG , (United Kingdom)**

and

**IDGENOESSISCHE TECHNISCHE HOCHSCHULE ZUERICH, ETH Zurich, RAEMISTREASSE 101,**  
8092 ZUERICH, Switzerland (ETH Zürich)

hereinafter, jointly or individually, referred to as ” Associated Parties” or ”Associated Party”

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

relating to the Action entitled

**Disaster Resilience for Extreme Climate Events providing interoperable Data, models,**  
**communication and governance**

in short

## **DIRECTED**

hereinafter referred to as “Project”

## **WHEREAS:**

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

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

The Associated Partners undertakes to comply with their duties according to the binding commitments agreed in this Consortium Agreement between among the Consortium Parties

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **1 Definitions**

### **1.1 Definitions**

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

### **1.2 Additional Definitions**

**“Associated Partners”**

Associated Partners means the Parties listed in Article 9.1 of the Grant Agreement. They will implement the action tasks attributed to them in Annex 1 of the Grant Agreement but do not receive EU funding from the Granting Authority and cannot charge costs or contributions to the Action.

**“Consortium Body”**

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

**“Consortium Plan”**

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

**“Granting Authority”**

Granting Authority means the body awarding the grant for the Project to the Beneficiaries.

**“Defaulting Party”**

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

**“Needed”**

Needed means:

*For the implementation of the Project:*

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

*For Exploitation of own Results:*

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

**“Software”**

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

**“Open Source Software”**

Open Source Software means software that is allowed to be used and distributed as described by the definition given in <http://www.opensource.org>.

## **2 Purpose**

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

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

### **3.1 Entry into force**

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

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

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

### **3.2 Duration and termination**

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,
- where applicable, national funding for an Associated Partner is terminated.

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

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

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

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the 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 Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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

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

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

## 4.2 Breach

In the event that the General Assembly identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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

The General Assembly may also decide to declare a Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation in the following circumstance:

The Party is, or is deemed for the purposes of any relevant law to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; or the Party suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness; or any step (including the making of any proposal, the convening of any meeting, the passing of any resolution, the presenting of any petition or the making of any order) is taken with a view to a composition, assignment or arrangement with any creditors of, or the winding up, liquidation or dissolution of, the Party; or any liquidator, provisional liquidator, receiver or examiner is appointed to or in respect of the defaulting party or any of its assets.

## 4.3 Involvement of third parties

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

## 4.4 Associated Partners

According to Article 9.1 of the Grant Agreement, Associated Partners must implement the action tasks attributed to them in Annex 1 'Description of the action' of the Grant Agreement in accordance with Articles 11 (proper implementation of the action), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (recordkeeping) of the Grant Agreement also apply to Associated Partners and the Associated Partners also agree that the bodies mentioned in Article 25 of the Grant Agreement can exercise their rights towards the Associated Partners.

Associated Partners do not accede to the Grant Agreement, but are Party in the Consortium Agreement and shall comply with the contractual provisions of the Consortium Agreement, and of the Grant Agreement referred to in the Consortium Agreement, in the same way as other Parties, except the financial provisions, which do not apply to them. The Associated Partners may not charge costs or contributions to the action and the costs for their tasks are not eligible. The Associated Partners can receive financial contribution relating to its tasks in the Project from another funding authority. Those Associated Partners will also comply with the contractual requirements set by its funding authority. However, in case of conflict with the terms of the Grant Agreement or this is Consortium Agreement,



the terms of the Grant Agreement and Consortium Agreement shall prevail ahead of any other funding agreement.

For clarification, by means of this clause 4.4 in the Consortium Agreement the Associated Partners have the same rights and obligations as the Beneficiaries except in clause 7 (financial provisions).

#### 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* (GDPR) and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

## 5 Liability towards each other

### 5.1 No warranties

Each Party undertakes to perform its work at its own risk and under its sole liability and shall support all consequences in compliance with the provisions hereunder.

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency, accuracy 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 except in case of breach of confidentiality.

A Beneficiary's aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement or for Associated Partners the value of the tasks assigned to that Associated Partner as identified in Annex 1b.

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

#### **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 Project 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 organisational structure of the consortium shall comprise the following Consortium Bodies:

- The General Assembly as the ultimate decision-making body of the consortium
- The Project Steering Committee as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. The coordinator will be supported by the Management Support Team.

### **6.2 General operational procedures for all Consortium Bodies**

#### **6.2.1 Representation in meetings**

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

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

## 6.2.2 Preparation and organisation of meetings

### 6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon request of the Project Steering Committee or 1/3 of the Members of the General Assembly
Project Steering Committee	At least twice a year	At any time upon request of any Member of the Project Steering Committee

### 6.2.2.2 Notice of a meeting

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

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

### 6.2.2.3 Sending the agenda

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

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

### 6.2.2.4 Adding agenda items:

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

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

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

#### 6.2.2.5

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

#### 6.2.2.6

Meetings of each Consortium Body may also be held by tele- or videoconference, or other telecommunication means.

#### 6.2.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.2.5.

#### 6.2.2.8

##### *Decisions without a meeting*

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 60 % of all Parties.

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

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

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

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

#### 6.2.3.1

The General Assembly shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

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

#### 6.2.3.2

Each Member present or represented in the meeting shall have one vote.

Associated Partners may not vote on a decision regarding the distribution or use of the EC financial contribution.

#### 6.2.3.3

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

#### 6.2.3.4

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

#### 6.2.3.5

The present or represented Members may decline to participate in a vote of the General Assembly by stating that they abstain, in which case they shall not be counted for the purposes of determining the majority of the votes as described in Section 6.2.3.4. On the contrary, the abstaining Members shall be counted for the purpose of determining the quorum of validity.

### **6.2.4 Veto rights**

#### 6.2.4.1

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision. Associated Partners may not veto a decision regarding the distribution or use of the Granting Authority's EC financial contribution.

#### 6.2.4.2

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

#### 6.2.4.3

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

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

#### 6.2.4.4

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

#### 6.2.4.5

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

#### 6.2.4.6

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

### **6.2.5 Minutes of meetings**

#### 6.2.5.1

The chairperson shall produce minutes of each meeting, which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 5 calendar days of the meeting.

#### 6.2.5.2

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

#### 6.2.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

## **6.3 Specific operational procedures for the Consortium Bodies**

### **6.3.1 General Assembly**

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

#### 6.3.1.1 Members

##### 6.3.1.1.1

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

##### 6.3.1.1.2

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

#### 6.3.1.1.3

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

#### 6.3.1.1.4

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

#### 6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

In addition, all proposals made by the Project Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

##### Content, finances and intellectual property rights

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

##### Evolution of the consortium

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

##### Appointments

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

- Project Steering Committee Members
- External Expert Advisory Board Members

## **6.3.2 Project Steering Committee**

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

### **6.3.2.1 Members**

The Project Steering Committee shall consist of the Coordinator and the representatives of the Parties appointed to it by the General Assembly.

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

### **6.3.2.2 Minutes of meetings**

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

### **6.3.2.3 Tasks**

#### **6.3.2.3.1**

The Project Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

#### **6.3.2.3.2**

The Project Steering Committee shall seek a consensus among the Parties.

#### **6.3.2.3.3**

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

#### **6.3.2.3.4**

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

#### **6.3.2.3.5**

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

#### **6.3.2.3.6**

The Project Steering Committee shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section "Communication, Dissemination, Open Science and Visibility" and of Section 8 of this Consortium Agreement



- as necessary propose modifications to the work plan, the Grant Agreement and this Consortium Agreement for approval by the General Assembly and the Granting Authority EC if so required.
- ensure that activities are progressing according to the agreed schedule;
- direct the Project according to the present work plan taking preventive and corrective actions as needed.

#### 6.3.2.3.7

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

## 6.4 Coordinator

### 6.4.1

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

### 6.4.2

In particular, the Coordinator shall be responsible for:

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

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

### 6.4.3

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

#### **6.4.4**

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

#### **6.4.5**

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

### **6.5 External Innovation Advisory Board (EIAB)**

An External Innovation Advisory Board (EIAB) will be appointed and steered by the Project Steering Committee. The EIAB shall assist and facilitate the decisions made by the General Assembly.

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

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier. The Coordinator shall write the minutes of the EIAB meetings and submit them to the General Assembly. The EIAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

## **7 Financial provisions**

### **7.1 General Principles**

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

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

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

A Beneficiary shall be funded only for its tasks carried out in accordance with the Consortium Plan. The Associated Party SEI, OASIS, QOMPLX will comply with its obligations concerning the Project funded by UK Research and Innovation (UKRI). The Associated Party ETH will comply with its obligations concerning the Project funded by SERI

#### **7.1.2 Justifying Costs**

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

### **7.1.3 Funding Principles**

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

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

### **7.1.4 Excess payments**

A Beneficiary has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Beneficiary 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 case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

### **7.1.5 Revenue**

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

### **7.1.6 Financial Consequences of the termination of the participation of a Beneficiary**

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

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

## **7.2 Payments**

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

In particular, the Coordinator shall:

notify the Beneficiary concerned promptly and according to the defined project payment schedule, of the date and composition of the amount transferred to its bank account, giving the relevant references

perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

### **7.2.2**

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Beneficiary will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following the payment schedule as included in the GA:

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiary after receipt of payments from the Granting Authority without undue delay but no later than 45 days after receipt by the Coordinator and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

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

### **7.2.3 Payments to Associated Partners**

The Payments to the Associated Partners SEI, OASIS will be governed by a separate agreement signed with their funding authority, UKRI

The Payments to Associated Partner ETH Zürich will be governed by a separate agreement signed with their funding authority, SERI.

## **8 Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them.

### **8.2 Joint ownership**

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

Unless otherwise agreed:

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

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

However the joint owners shall, as soon as possible after the creation of the joint Results enter into a joint ownership management agreement to agree on all protection measures, ownership percentages and the division of related costs in advance.

### **8.3 Transfer of Results**

#### **8.3.1**

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

#### **8.3.2**

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

#### **8.3.3**

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

#### **8.3.4**

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement. The Parties however agree to give such notice without undue delay.

#### **8.3.5**

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

### **8.4 Dissemination**

#### **8.4.1**

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

#### **8.4.2 Dissemination of own (including jointly owned) Results**

##### **8.4.2.1**

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

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

##### **8.4.2.2**

An objection is justified if

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

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

##### **8.4.2.3**

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

#### 8.4.2.4

The objecting Party can request a publication delay of not more than 60 calendar days from the time it raises such an objection. After 30 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

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

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

#### **8.4.4 Cooperation obligations**

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

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

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

## **9 Access Rights**

### **9.1 Background included**

#### **9.1.1**

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

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

#### **9.1.2**

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

### **9.2 General Principles**

#### **9.2.1**

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

#### **9.2.2**

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

### **9.2.3**

Access Rights shall be free of any administrative transfer costs.

### **9.2.4**

Access Rights are granted on a non-exclusive basis.

### **9.2.5**

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

### **9.2.6**

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

### **9.2.7**

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

## **9.3 Access Rights for implementation**

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

## **9.4 Access Rights for Exploitation**

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

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

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

### **9.4.2**

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

### **9.4.3**

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

## **9.5 Access Rights for entities under the same control**

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access



rights for entities under the same control" if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

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

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

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

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

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

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

## **9.6 Additional Access Rights**

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

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

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

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

### **9.7.2 Parties leaving the consortium**

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

##### **9.7.2.1.1 Defaulting Party**

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

##### **9.7.2.1.2 Non-defaulting Party**

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

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

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

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

## 9.8 Specific provisions for Access Rights to Software

### 9.8.1 Definitions relating to Software

“Application Programming Interface” or “API”

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

“Controlled License Terms” means terms in any license that require that the use, copying, modification and/or distribution of Software or another work (“Work”) and/or of any work that is a modified version of or is a derivative work of such Work (in each case, “Derivative Work”) be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c) is not under Controlled License Terms.

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

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

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

### 9.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.6.

Parties’ Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the General Assembly to implement such introduction into the Consortium Plan.

The Parties are aware that where open source software is used for the implementation of the Project, the resulting software may be subject to open source licenses

In case of an [approved] introduction of Software under Controlled License Terms' in the Project, the Controlled License Terms shall prevail over any conflicting provisions of this Consortium Agreement for affected original and derivative Background and Results.

### **9.8.3 Access to Software**

Access Rights to Software that is Results shall comprise:

- Access Rights to the Object Code; and,
- where normal use of such an Object Code requires an API, then the Access Rights shall also include the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access Rights to the Source Code, Access Rights to the Source Code to the extent necessary.

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

### **9.8.4 Software license and sublicensing rights**

#### **9.8.4.1 Object Code**

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

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

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

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

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1 the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 6.2 of this Consortium Agreement.

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

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

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

#### 9.8.4.1.3 Background

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

#### 9.8.4.2 Source Code

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

Where, in accordance with Section 6.6.3. a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

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

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

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

Further sublicensing of Source Code is explicitly excluded.

##### 9.8.4.2.3 Background

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

#### 9.8.5 Specific formalities

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

## 10 Non-disclosure of information

### 10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been

confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

## 10.2

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party (other than its Affiliated Entities and Sub-contractors) without the prior written consent by the Disclosing Party, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 10;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

## 10.3

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project.

## 10.4

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

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

## 10.5

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

## 10.6

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

## 10.7

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

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions (subject always to the applicable law governing such disclosure) to protect the confidentiality of the information.

# 11 Miscellaneous

## 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control )
- Attachment 5 (NDA for External Innovation Advisory Board agreed under Section 6)
- Attachment 6 (Description of the actions undertaken by the Associated Partners)
- Attachment 7 (Copy of the Articles 9, 11 – 14, 17 – 20 and 25 and the Annex 1 of the Grant Agreement)

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

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

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

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

## **11.3 Formal and written notices**

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

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

Formal notices:

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

Written notice:

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

## **11.4 Assignment and amendments**

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

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

## **11.5 Mandatory national law**

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

## **11.6 Language**

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

## **11.7 Applicable law**

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

## **11.8 Settlement of disputes**

The Parties shall endeavour to settle their disputes amicably.

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

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

## **11.9 Insurance**

Each Party shall to the extent legally possible maintain in effect at its own expense during the term of this Agreement and for a period of 60 months thereafter appropriate and adequate insurance that a prudent person in the position of that party would undertake and shall provide documentary evidence of that insurance to another Party upon request. The policies of insurances shall be with insurers of good standing in the marketplace in which the Party operates. For the avoidance of doubt, if a Party cannot maintain insurance due to national law then they hereby confirm that they are self-insured.



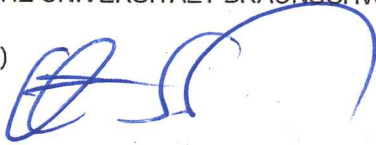
## 12 Signatures

### AS WITNESS:

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

TECHNISCHE UNIVERSITÄT BRAUNSCHWEIG

Signature(s)

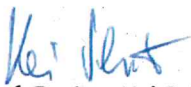


Name(s) Dietmar Smyrek

Title(s) Vice president for Human Resources,  
Finance and Infrastructure (HVP)

Date

Technische Universität Braunschweig  
Leichtweiß-Institut für Wasserbau  
Abt. Hydrologie und  
Flussgebietsmanagement  
Beethovenstraße 51 a  
38106 Braunschweig

  
Prof. Dr.-Ing. Kai Schröter

Head of Division Hydrology and River  
Basin Management

8.9.2022

POTSDAM-INSTITUT FUR KLIMAFOLGENFORSCHUNG e. V. (PIK)

Signature(s)

  
Name(s) Prof. Dr. Ottmar Edenhofer

  
Dr. Bettina Hörstrup

Title(s) Director

administrative Director

Date 12.09.2022

12.09.2022

*1.0.  
KHM*

**DANMARKS TEKNISKE UNIVERSITET**

Signature(s)

A handwritten signature in black ink, appearing to read 'Mette Wier', with a long horizontal flourish extending to the right.

Name: Prof. Mette Wier

Title: Head of Department, DTU Management

Date: 08-09-2022

OASIS HUB LIMITED

Signature(s)

*T.D. Irvine*

Name(s) Tracy Irvine

Title(s) Managing Director

Date 13.09.2022

GECOSISTEMA SRL

Signature(s)



GECOSistema s.r.l.  
Piazza Molinetta, 21, 47020 Rimini  
Viale G. Cesareo, 10, 47023 Cesena  
CF - P. IVA 03030780403  
Tel 0547-32619 Fax 0547-367336  
www.gecosistema.it

Name(s) STEFANO BAGLI

Title(s) CEO

Date 07/09/2022

INSTITUTE FOR ADVANCED SUSTAINABILITY STUDIES, EV

Signature(s)



Digital signiert von Mark Lawrence  
DN: cn=Mark Lawrence, c=DE,  
o=IASS Potsdam, ou=DIR Lawrence,  
email=mark.lawrence@iass-  
potsdam.de  
Datum: 2022.09.21 10:51:29 +02'00'



Digital signiert von Ortwin Renn  
DN: cn=Ortwin Renn, c=DE,  
o=IASS Potsdam,  
ou=Wissenschaftlicher Direktor,  
email=ortwin.renn@iass-  
potsdam.de  
Datum: 2022.09.21 12:46:48  
+02'00'

Name(s) Prof. Dr. Mark Lawrence,

Prof. Dr. Ortwin Renn

Title(s) Manag. Sc. Director

Scientific Director

Date Potsdam, Sept. 8th, 2022



Herbert  
Küster

Herbert Küster  
cn=Herbert Küster, c=DE, o=Institute for  
Advanced Sustainability Studies e.V.,  
ou=Verwaltungsleiter,  
email=herbert.kuester@iass-potsdam.de  
Ich bin mit den angegebenen Teilen dieses  
Dokuments einverstanden  
12/September/2022

SEI OXFORD OFFICE LIMITED

Signature(s) .



Name(s) Ruth Butterfield

Title(s) Director

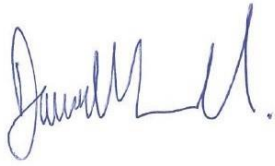
Date 29/09/2022



Sukaina Bharwani

Senior Researcher & weADAPT Coordinator

**UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK**

A handwritten signature in blue ink, appearing to read 'David O'Connell', is positioned above the signature label.

**Signature(s)**

**Name(s) Dr David O'Connell**

**Title(s) Director of Research and Policy**

**Date 7<sup>th</sup> September 2022**



REGION HOVEDSTADEN

Signature

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a horizontal line that curves upwards at the end.

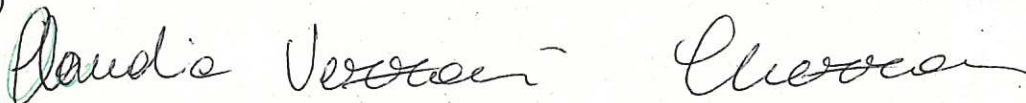
Name David Meinke

Title Centre Director

Date Hillerød, d. September 15th 2022

AGENZIA REGIONALE PER LA SICUREZZA TERRITORIALE E LA PROTEZIONE CIVILE

Signature(s)

A handwritten signature in black ink, appearing to read 'Claudia Vezzani', written in a cursive style.

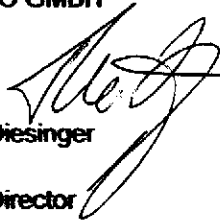
Name(s) Claudia Vezzani

Title(s) Manager

Date

GENILLARD & CO GMBH

Signature:



Name: Thomas Diesinger

Title: Managing Director

Date: 14.09.2022



**GENILLARD & CO**  
—INSURANCE FACTORY—

Genillard & Co. GmbH  
Ismaninger Str. 102  
81675 München  
Tel.: +49 89 2060688-0  
Fax: +49 89 2060688-88  
[www.genillard-co.de](http://www.genillard-co.de)

INTERNATIONALES INSTITUT FUER ANGEWANDTE SYSTEMANALYSE

Signature(s)

Name(s)

Title(s)

Date

ERFTVERBAND, EV

Signature(s)

A handwritten signature in blue ink that reads "Bernd Bucher". The signature is written in a cursive style with a large, looped initial 'B'.

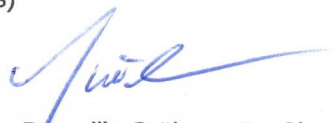
Name(s) Dr. Bernd Bucher

Title(s) CEO

Date 13/09/22

52°NORTH SPATIAL INFORMATION RESEARCH GmbH

Signature(s)



Name(s) Dr. Benedikt Gräler or Dr. Simon Jirka or Matthes Rieke

Title(s) Managing Director

Date

21.9.2022, München

ZALA KÜLÖNLEGES MENTŐK ÉS ÖNKÉNTES TŰZOLTÓ EGYSÉG

Signature(s)



Name(s) Péter HORVÁTH

Title(s) President

Date 09/09/2022

AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-  
ROMAGNA

Signature(s)

*Sandro Nanni*

Name(s) Sandro Nanni

Title(s) Head of Arpae SIMC

Date 08/09/2022



HELMHOLTZ ZENTRUM POTSDAM DEUTSCHESGEOFORSCHUNGSZENTRUM

Signature(s)

Date, Potsdam 22 Sep. 2022



Prof. Dr. Susanne Buitter


Scientific Executive Board



Dr. Stefan Schwartze

Administrative Executive Board

EIDGENOESSISCHE TECHNISCHE HOCHSCHULE ZUERICH



Signature p.p. Agatha Keller

Name Prof. Dr. Detlef Günther

Title Vice President Research

Date/Stamp

21. SEP. 2022



## **Attachment 1: Background included**

As to Potsdam-Institut für Klimafolgenforschung eV. (PIK), it is agreed between the Parties that, to the best of their knowledge,

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

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
Eco-hydrological model SWIM in the Danube set-up and interface	Provision only upon approval by PIK	Exploitation only upon approval by PIK
ISIMIP scenario and impact data	Provision only upon approval by PIK	Exploitation only upon approval by PIK
Weather generator and other climate data compiled by PIK	Provision only upon approval by PIK	Exploitation only upon approval by PIK

[

As to GECO, it is agreed between the Parties that, to the best of their knowledge,

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

<p><b>Describe Background</b></p>	<p><b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b></p>	<p><b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b></p>
<p>SaferPlaces – AI-based Digital Twin Solution for flood risk intelligence</p>	<p>Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the DIRECTED Project and provided that GECO is able to grant Access Rights to the Background, including legal restrictions or limits. This includes limitations imposed licenses of software and data. Access Rights are subject to written request.</p> <p>The Access rights are granted for the purpose of the DIRECTED project only and may be restricted if this results in the infringement of third party rights.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>	<p>Access for exploitation is only to the extent it is needed to exploit its own results and provided that GECO is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>
<p>Data, software, know-how, intellectual property or information that has been generated by GECO, and which is related to the work plan, aims and objectives of the DIRECTED?? Project.</p>	<p>Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the DIRECTED Project and provided that GECO is able to grant Access Rights to the Background, including legal restrictions or limits. This includes limitations imposed licenses of software and data. Access Rights</p>	<p>Access for exploitation is only to the extent it is needed to exploit its own results and provided that GECO is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are</p>

	<p>are subject to written request.</p> <p>The Access rights are granted for the purpose of the DIRECTED project only and may be restricted if this results in the infringement of third party rights.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>	<p>subject to written requests.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>
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As to The Capital Region of Denmark, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of The Capital Region of Denmark is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to [AGENZIA REGIONALE PER LA SICUREZZA TERRITORIALE E LA PROTEZIONE CIVILE], it is agreed between the Parties that, to the best of their knowledge,

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

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
<p>DRR and CCA tools and models for supporting both early warning and long-term CCA strategies.</p>	<p>Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the DIRECTED Project and provided that ARSTPC-ER is able to grant Access Rights to the Background, including legal restrictions or limits. This includes limitations imposed licenses of software and data. Access Rights are subject to written request.</p> <p>The Access rights are granted for the purpose of the DIRECTED project only and may be restricted if this results in the infringement of third party rights.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>	<p>Access for exploitation is only to the extent it is needed to exploit its own results and provided that ARSTPC-ER is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>
<p>Data, software, know-how, intellectual property or information that has been generated by ARSTPC-ER, and which is related to the work plan, aims and objectives of the DIRECTED</p>	<p>Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the DIRECTED Project and provided that ARSTPC-ER is able to grant Access Rights to the Background,</p>	<p>Access for exploitation is only to the extent it is needed to exploit its own results and provided that ARSTPC-ER is able to grant Access Rights to said Background, including legal restrictions or limits</p>



<p>Project.</p>	<p>including legal restrictions or limits. This includes limitations imposed licenses of software and data. Access Rights are subject to written request.</p> <p>The Access rights are granted for the purpose of the DIRECTED project only and may be restricted if this results in the infringement of third party rights.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>	<p>including those imposed by third parties. Access Rights are subject to written requests.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>
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As to SEI Oxford Office Ltd, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
<p>weADAPT platform. weADAPT is an online platform led and maintained by SEI.</p>	<p>Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the DIRECTED Project and provided that SEI Oxford Office Ltd is able to grant Access Rights to the Background, including legal restrictions or limits. This includes limitations imposed licenses of software and data. Access Rights are subject to written request.</p> <p>The Access rights are granted for the purpose of the DIRECTED project only and may be restricted if this results in the infringement of third party rights.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>	<p>Access for exploitation is only to the extent it is needed to exploit its own results and provided that SEI Oxford Office Ltd is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>
<p>Connectivity Hub. The Connectivity Hub is developed and maintained by SEI.</p>	<p>Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the DIRECTED Project and provided that SEI Oxford Office Ltd is able to grant Access Rights to the Background, including legal restrictions or limits. This includes limitations imposed</p>	<p>Access for exploitation is only to the extent it is needed to exploit its own results and provided that SEI Oxford Office Ltd is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are</p>

	<p>licenses of software and data. Access Rights are subject to written request. The Access rights are granted for the purpose of the DIRECTED project only and may be restricted if this results in the infringement of third party rights.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted</p>	<p>subject to written requests.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>
<p>Taxonomies for CCA &amp; DRR.</p>	<p>Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the DIRECTED Project and provided that SEI Oxford Office Ltd is able to grant Access Rights to the Background, including legal restrictions or limits. This includes limitations imposed licenses of software and data. Access Rights are subject to written request. The Access rights are granted for the purpose of the DIRECTED project only and may be restricted if this results in the infringement of third party rights.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted</p>	<p>Access for exploitation is only to the extent it is needed to exploit its own results and provided that SEI Oxford Office Ltd is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>
<p>Data, software, know-how, intellectual property or information that has been generated by SEI Oxford Office Ltd, and which is related to the work plan, aims and objectives of the DIRECTED Project.</p>	<p>Access for implementation is only granted to the extent it is needed for the Parties concerned to carry out their tasks in the DIRECT Project and provided that SEI Oxford Office Ltd is able to grant Access Rights to the Background, including legal restrictions or limits. This includes limitations imposed licenses of software and data. Access Rights are subject to written request.</p>	<p>Access for exploitation is only to the extent it is needed to exploit its own results and provided that SEI Oxford Office Ltd is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests.</p>

	<p>The Access rights are granted for the purpose of the DIRECTED project only and may be restricted if this results in the infringement of third party rights.</p> <p>All commercial and third party Software is excluded and no Access Rights are granted.</p>	<p>All commercial and third party Software is excluded and no Access Rights are granted.</p>
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This represents the status at the time of signature of this Consortium Agreement.

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

No data, know-how or information of GFZ is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

As to EIDEGNOESSISCHE TECHNISCHE HOCHSCHULE ZUERICH (ETH Zürich), it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ETH Zürich is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

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

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

As to IASS, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of IASS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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



As to 52°NORTH SPATIAL INFORMATION RESEARCH GmbH, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

<p><b>Describe Background</b></p>	<p><b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b></p>	<p><b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b></p>
<p>Know-how of 52°North on Spatial Information Infrastructure/Research Data Infrastructure technologies, Web-based geo-processing technologies, and data analytics.</p>	<p>The content access is granted with the condition that the results are reviewed by the party, and the party is listed as author.</p>	<p>The content access is granted with the condition that the results are reviewed by the party, and the party is listed as author.</p>
<p>Open source software available in the 52°North repositories.</p>	<p>The content access is granted with the condition that the results are reviewed by the party, and the party is listed as author. If this software is used, the license of the software package must be followed.</p>	<p>The content access is granted with the condition that the results are reviewed by the party, and the party is listed as author. If this software is used, the license of the software package must be followed.</p>

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

## Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

**[Date and Place]**

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

Signature(s)

Name(s)

Title(s)

**[Date and Place]**

**[INSERT NAME OF THE COORDINATOR]**

Signature(s)

Name(s)

Title(s)

**Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.**

**[Option: Attachment 4: Identified entities under the same control  
according to Section 9.5]**

**[Option: Attachment 5: NDA for External Innovation Advisory Board  
agreed under Section 6]**

## **Attachment 6: Description of the actions undertaken by the Associated Partners**

The actions undertaken by the associated partners SEI, OASIS and ETH are described in Annex I of the Grant Agreement. [details will be added here]

Table Overview of DIRECTED consortium partners' skills and expertise for the priority working areas

Area of expertise	Research and Innovation							Communication & Exploitation				Policy & Society Interface					
	TIRS/CF7	DIR	DTI	ETH	IASS	SEI	IIASA	OASIS	CECO	UCC	52N	C&C	RFICINH	ARSTPC-FR	FV	7SRT	ADDAE
<b>Priority thematic areas</b>																	
<b>DRR + CCA</b>																	
Hazard modelling	X	X	X	X				X	X				X		X	X	
Risk modelling and assessment	X	X	X	X	X			X	X	X		X	X		X	X	
Early warning	X	X		X	X				X				X		X	X	
Emergency response			X		X								X		X		
Climate adaptation		X	X	X		X		X	X	X			X				
Climate Change Projections		X	X					X		X					X	X	
Climate Change impact assessment	X	X	X	X	X			X	X	X		X				X	
User and stakeholder engagement	X	X	X	X	X	X		X	X	X		X	X	X	X		
<b>Social Sciences and Humanities</b>																	
Risk governance			X		X	X				X		X	X	X	X		
Co-production and implementation	X	X	X		X	X			X	X		X	X	X	X	X	
Environmental economics			X														
Human geography						X			X	X		X			X	X	
Sociology and psychology					X										X		
Political science					X	X				X							
Training program design		X	X		X	X				X					X		
<b>Technology &amp; market knowledge</b>																	
data management systems	X	X	X	X				X	X	X	X		X		X	X	
IT-services		X				X		X	X						X	X	
cloud computing		X							X		X						
business model innovation								X	X		X	X			X		
evaluation of impacts		X		X	X			X	X	X		X	X		X		
special rescue equipment and innovation													X		X		
Data Architecture										X							
Data analytics										X							
Big data and real-time data pipelines										X							
Data Fabric										X							
Cyber risk management										X							

### 3.2.1 Role and budget of Associated Partners

The DIRECTED consortium includes three associated partners from UK (OASIS, SEI) and one associated partner from Switzerland (ETH). The role and contribution of these partners is detailed in the work-package descriptions and assignment of responsibilities for deliverables.

The Associated Partners OASIS, SEI, and ETH will not receive any EU funding and the budget set out in this subsection (Table Associated partners budget) will be provided by the UK and Swiss Governments respectively. The Swiss Government has provided a financial guarantee (<https://www.sbf.admin.ch/sbfi/en/home/research-and-innovation/international-cooperation-r-and-i/eu-framework-programmes-for-research/horizon-europe.html/>) to cover the project costs of Swiss organisations.

OASIS HUB limited is based in London (UK). OASIS works as an aggregator for catastrophe, extreme weather and environmental risk data, tools & services, as well to provide data set enhancement, development and data aggregation services. The idea behind OASIS HUB was to create an open, transparent, data platform that would inevitably help provide environmental, climate change and catastrophe risk information to business and wider society, whilst providing everyone with a platform that encourages collaboration and crossover around data and services. Further, OASIS has profound expertise in DRR&CCA innovation projects with a particular focus on stakeholder engagement, communication, dissemination and exploitation. In our consortium OASIS will lead work package 6 on Dissemination&Communication&Exploitation and Impacts.

Stockholm Environment Institute Oxford Office limited (SEI) is an international non-profit research and policy organization based in Oxford (UK). SEI's work focuses on bridging science and policy on climate-related issues and sustainable development with the aim to inform effective adaptation to climate change, and climate-related governance and policy-making. SEI features landmark developments regarding co-production processes with stakeholders (TANDEM) and the Connectivity HUB which aims to help the CCA and DRR communities to work together. This interactive "search and discovery" hub allows people in these fields to find potential synergies, to better communicate with one another, and to learn about which organisations are working on what issues. In the DIRECTED project SEI will lead work package 4 on Co-production.

Eidgenoessische Technische Hochschule Zuerich (ETH), Department of Environmental Systems, Weather and Climate Risks Group is an internationally leading research group on climate risk assessment and economics of climate adaptation. ETH is based in Zurich (Switzerland) and will contribute particularly to work-package 2 on data and model interoperability. With the open source climate risk modelling tool CLIMADA, ETH provides key knowledge about multi-hazard multi-risk modelling using open data sources.



**Attachment 7: Copy of the Articles 9, 11 – 14, 17 – 20 and 25 and the  
Annex 1 of the Grant Agreement**

- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

## **ARTICLE 8 — AFFILIATED ENTITIES**

Not applicable

## **ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION**

### **9.1 Associated partners**

The following entities which cooperate with a beneficiary will participate in the action as ‘associated partners’:

- **EIDGENOESSISCHE TECHNISCHE HOCHSCHULE ZUERICH (ETH)**, PIC 999979015
- **OASIS HUB LIMITED (OASIS)**, PIC 906361308
- **SEI OXFORD OFFICE LIMITED (SEI)**, PIC 998830535

Associated partners must implement the action tasks attributed to them in Annex 1 in accordance with Article 11. They may not charge costs or contributions to the action and the costs for their tasks are not eligible.

The tasks must be set out in Annex 1.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the associated partners.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the associated partners.

### **9.2 Third parties giving in-kind contributions to the action**

Other third parties may give in-kind contributions to the action (i.e. personnel, equipment, other goods, works and services, etc. which are free-of-charge) if necessary for the implementation.

Third parties giving in-kind contributions do not implement any action tasks. They may not charge costs or contributions to the action, but the costs for the in-kind contributions are eligible and may be charged by the beneficiaries which use them, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries’ costs.

The third parties and their in-kind contributions should be set out in Annex 1.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF,

Court of Auditors (ECA), etc.) can exercise their rights also towards the third parties giving in-kind contributions.

### 9.3 Subcontractors

Subcontractors may participate in the action, if necessary for the implementation.

Subcontractors must implement their action tasks in accordance with Article 11. The costs for the subcontracted tasks (invoiced price from the subcontractor) are eligible and may be charged by the beneficiaries, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries' costs.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the subcontractors.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the subcontractors.

### 9.4 Recipients of financial support to third parties

If the action includes providing financial support to third parties (e.g. grants, prizes or similar forms of support), the beneficiaries must ensure that their contractual obligations under Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the third parties receiving the support (recipients).

The beneficiaries must also ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the recipients.

## ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

### 10.1 Non-EU participants

Participants which are established in a non-EU country (if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC<sup>14</sup>
- for the controls under Article 25: to allow for checks, reviews, audits and investigations

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<sup>14</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

- security and ethics (Articles 13, 14)
- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

If the pillar assessment was subject to remedial measures, reliance on the internal systems, rules and procedures is subject to compliance with those remedial measures.

Participants whose assessment has not yet been updated to cover (the new rules on) data protection may rely on their internal systems, rules and procedures, provided that they ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subject
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the personal data.

Participants must inform the coordinator without delay of any changes to the systems, rules and procedures that were part of the pillar assessment. The coordinator must immediately inform the granting authority.

Pillar-assessed participants that have also concluded a framework agreement with the EU, may moreover — under the same conditions as those above (i.e. not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries) — rely on the provisions set out in that framework agreement.

## **SECTION 2 RULES FOR CARRYING OUT THE ACTION**

### **ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION**

#### **11.1 Obligation to properly implement the action**

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement, the call conditions and all legal obligations under applicable EU, international and national law.

#### **11.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 12 — CONFLICT OF INTERESTS**

### **12.1 Conflict of interests**

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

### **12.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 13 — CONFIDENTIALITY AND SECURITY**

### **13.1 Sensitive information**

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

### **13.2 Classified information**

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444<sup>15</sup> and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

### **13.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 14 — ETHICS AND VALUES**

### **14.1 Ethics**

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Specific ethics rules (if any) are set out in Annex 5.

### **14.2 Values**

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for

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<sup>15</sup> Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex 5.

### **14.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 15 — DATA PROTECTION**

### **15.1 Data processing by the granting authority**

Any personal data under the Agreement will be processed under the responsibility of the data controller of the granting authority in accordance with and for the purposes set out in the Portal Privacy Statement.

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725<sup>16</sup>.

### **15.2 Data processing by the beneficiaries**

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679<sup>17</sup>).

They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

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<sup>16</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

<sup>17</sup> 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 repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

## ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

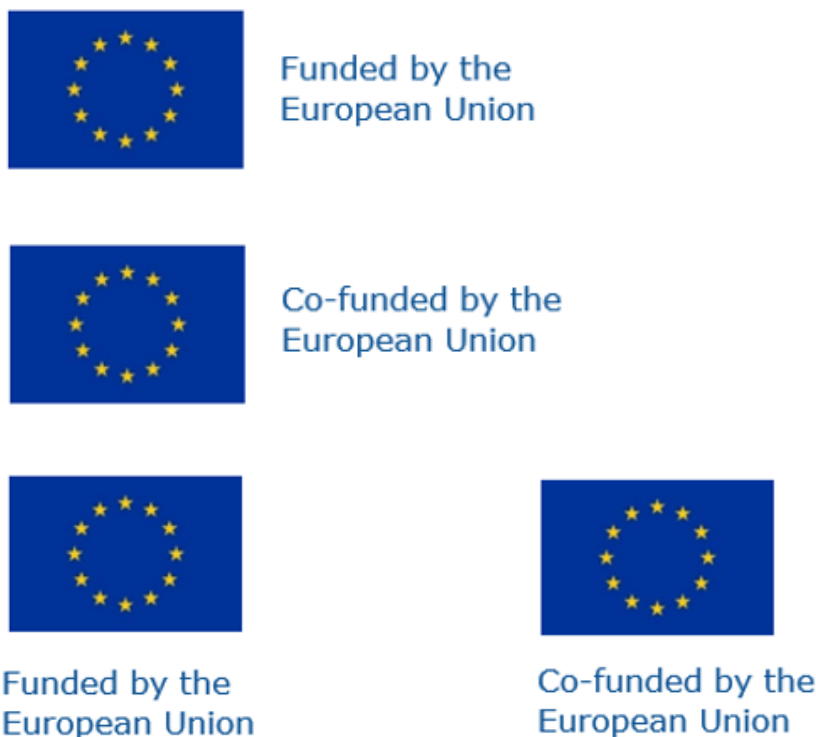
### 17.1 Communication — Dissemination — Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner.

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

### 17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to



exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

### **17.3 Quality of information — Disclaimer**

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

### **17.4 Specific communication, dissemination and visibility rules**

Specific communication, dissemination and visibility rules (if any) are set out in Annex 5.

### **17.5 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION**

### **18.1 Specific rules for carrying out the action**

Specific rules for implementing the action (if any) are set out in Annex 5.

### **18.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

## **SECTION 3 GRANT ADMINISTRATION**

### **ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS**

#### **19.1 Information requests**

The beneficiaries must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, including electronic format.

## 19.2 Participant Register data updates

The beneficiaries must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

## 19.3 Information about events and circumstances which impact the action

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

- (a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
  - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
  - (ii) linked action information: not applicable
- (b) **circumstances** affecting:
  - (i) the decision to award the grant or
  - (ii) compliance with requirements under the Agreement.

## 19.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## ARTICLE 20 — RECORD-KEEPING

### 20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents
- (b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied

- (c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:
- (i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared
  - (ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1
  - (iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1
- (d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

- (e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance
- (f) additional record-keeping rules: not applicable

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

## **20.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 21 — REPORTING**

### **21.1 Continuous reporting**