



D8.1 Consortium Agreement

Grant Agreement number	675675
Project Acronym	COMPLETE
Project Title	Cloud-MicroPhysics-Turbulence-Telemetry
Funding Scheme	Marie Skłodowska Curie Actions – ITN - ETN
Version date of the Annex I against which the assessment will be made	29/05/2017
Start date of the project	01/06/2016
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Lead beneficiary	POLITO
Dissemination level of the deliverable	Public

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The Consortium Agreement was based upon the LERU template, following the regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013, laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020), and the European Commission [H2020 Model Grant Agreement for Marie Skłodowska-Curie Innovative Training Networks \(MSC-ITN-MULTI\)](#) and its Annexes, and was approved in its final form on 29 September 2016, its Effective Date.

The Consortium Agreement has been stipulated between Politecnico di Torino (POLITO), Imperial College of Science, Technology and Medicine (ICL), Mac Planck Gesellschaft zur Forderung der Wissenschaften e.V. (MPG), Tel Aviv University (TAU), Uniwersytet Warszawski (UW), Centre National de la Recherche Scientifique (LMD), EnviSens Technologies SrL (ENV), and Sitael SpA (SIT),

relating to the Action entitled

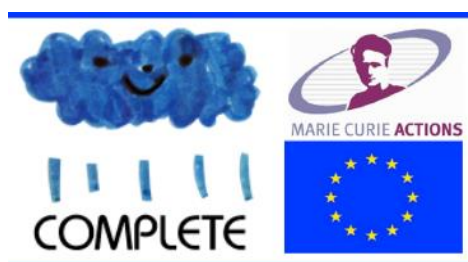
Cloud-MicroPhysics-Turbulence-Telemetry: An intermultidisciplinary training network for enhancing the understanding and modeling of atmospheric clouds

(under Grant Agreement number 675675)

The Consortium Agreement has been signed by all the beneficiary partners’ authorized representatives and then distributed to the Parties involved.

The Amendment to the Grant Agreement, approved by REA on May 29, 2017, has required to amend the Consortium Agreement, because of the default of Pentalum Ltd (terminated on April 11, 2017), the reallocation of ESR8 and ESR13 and the consequent shifts in the budget.

Attached below is the Consortium Agreement.



**Marie Skłodowska-Curie
European Training Network
COMPLETE**

Consortium Agreement

LE
RU

H2020-MSCA-2015-ETN-ITN COMPLETE
Consortium agreement based on LERU template

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CONSORTIUM AGREEMENT
for the Marie Skłodowska-Curie Innovative Training Network (ITN) European Training
Network “COMPLETE”

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission [H2020 Model Grant Agreement for Marie Skłodowska-Curie Innovative Training Networks \(MSC-ITN-MULTI\)](#) and its Annexes, and is made on 1st June 2016, hereinafter referred to as the Effective Date

BETWEEN:

Politecnico di Torino [POLITO],
Imperial College of Science, Technology and Medicine [ICL],
Max Planck Gesellschaft zur Forderung der Wissenschaften e.V. [MPG],
Tel Aviv University [TAU]
Unwersytet Warszawski [UW]
Centre National de la Recherche Scientifique [LMD]
Envisens Technologies SrL [ENV]
Pentalum Technologies LTD [PTL]
Sitael SpA [SIT]

hereinafter, jointly or individually, referred to as “Parties” or “Party”. Relation with Partner organizations is regulated by the Attachment 4.

relating to the Action entitled

Cloud-MicroPhysics-Turbulence-Telemetry: An intermultidisciplinary training network for enhancing the understanding and modeling of atmospheric clouds

(under Grant Agreement number 675675)

in short

COMPLETE

hereinafter referred to as “Project”

WHEREAS:

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

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter “Grant Agreement”). The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Consortium Plan"

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

"Funding Authority"

Funding Authority means the body awarding the grant for the Project and is the European Commission represented by the Research Executive Agency.

"Defaulting Party"

Defaulting Party means a Party which the **Supervisory Board** 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.

"Early Stage Researcher" (ESR)

Early Stage Researcher means a researcher selected and recruited by a Beneficiary to participate in the Project under the eligibility conditions set out in the relevant Work Programme and in compliance with the conditions set out in the Grant Agreement Article 6.2(b).. The details of ESRs, their appointing institutions and their person-months are included in Annex I to the Grant Agreement.

"Needed" means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed such that completion of associated tasks under the Consortium Plan would not be reasonably possible within the anticipated duration of the Project, or require significant additional financial or human resources not foreseen in the Consortium Plan.

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.

"Partner Organisation"

Partner Organisation means an organisation that is not signatory of the Grant Agreement and does not employ any Early Stage Researcher within the Project. A Partner organisation contributes to the Project by providing additional training and hosting secondments as set out in Section 4 of Annex I to the Grant Agreement.

"Career Development Plan"

Career Development Plan means a plan established by each recruited ESR with his/her personal supervisor(s) for initial training activities for more than 6 months. It shall comprise the recruited ESR's training and career development needs (including transferable skills and meaningful exposure to both private and public sector) and scientific objectives as well as the measures foreseen to meet these objectives and a description of his/her initial training activities.

“Secondment”

Secondment means a period during which an ESR is hosted by a Partner Organisation or a Party other than his/her employing entity. Secondments are detailed in Section 4 of the Annex I to the Grant Agreement.

“Software”

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

Section 2: Purpose

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

The Parties hereby agree to disclose the Grant Agreement and the Consortium Agreement to the Partner Organisations.

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

An entity may accede to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and counter-signature by the Coordinator. Such accession shall have effect from the date identified in the accession document. The new Party will also accede to the Grant Agreement using the relevant Grant Agreement Accession Form.

3.2 Duration and termination

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

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

If the Grant Agreement

- is not signed by the Funding Authority or a Beneficiary, or
- is terminated,

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

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

Without constituting any kind of warranty, each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.1.1 Obligations during Secondments

During any period of Secondment to a Party or Partner Organisation, the seconded ESR shall remain employed by the Party by which he/she was recruited.

Except as otherwise set out in this Section 4.1.1, the Party employing the ESR shall be solely responsible for the fulfillment towards its ESR of the obligations of Beneficiaries set out in Article 32 of the applicable EC Grant Agreement, including the distribution to the ESR of the ESR components of the financial contribution in accordance with the Party's own usual accounting and management principles and practices. All Parties agree in good faith to undertake all reasonable efforts to support the fulfilment of the conditions set out in Article 32 of the Grant Agreement in relation to the Secondments that they are hosting.

Except as otherwise set out in this Section 4.1.1, the Party or Partner Organisation hosting the ESR shall have no obligation or liability to the employing Party or to the ESR for any of the conditions set out in Article 32 of the Grant Agreement, including but not limited to liability to the employing Party or to the ESR for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

The Party hosting the ESR shall communicate to and instruct the ESR in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the seconded ESR enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

The cooperation partner organizations, which host the ESRs, agree that the staff to be seconded remain under the direction of the supplying partner in respect of employment law during the secondments. They further agree that the staff to be seconded remain integrated in the operation of the supplying partner in respect of employment law as before, the staff will not be operationally integrated into the operational organisation of the host cooperation partner.

4.2 Breach

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

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

4.3 Involvement of third parties

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

Furthermore, if a Partner Organisation is involved, the Coordinator ensures to have the Partner Organisations written Commitment in place (Attachment 4). In case of a secondment the respective partners shall agree on a Secondment.

4.4. ESR Recruitment notifications

In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without any delay, about any progress or change in their ESR recruitment process. In particular, the Coordinator shall always be notified about the official start date of the fellowship and the submission of the researcher declaration through the European Commission Participant Portal.

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the of the total costs of the Project as identified in Annex 2 of the Grant Agreement and as reproduced and redistributed in Attachment 5 to this Consortium Agreement provided such damage was not caused by a wilful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

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

- The Supervisory Board (SB), chaired by the Coordinator, supported by a Project Management Team, includes representatives from each organization and Work Package Leaders (if not the same), project supervisors and 2 ESR representatives. Its primary role are to: ensure that training activities/secondments are balanced and relevant; oversee the scientific programme and monitoring deliverables and milestones; be responsible for risk management, oversee exploitations and IP and be responsible for Network governance. It is as the ultimate decision-making body of the consortium.

The Supervisory Board is responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher.

- The Science and Training Committee (STC), led by the Director of Training, composed by the work package leaders, by the ESRs' supervisors, the coordinator and industry representatives and by 4 ESRs' representatives. It will review research/training progress reports from ESRs and reports from the Student Committee. The STC will also oversee the quality and quantity of supervision of the ESRs and shall report to and be accountable to the SB.
- The Student Committee (SC) annually elects a delegation of 4 ESRs to represent the view of ESRs in the STC committee. The delegation will change annually.

- The Exploitation and IP committee (EI) will meet on an ad-hoc basis as required. Led by an Exploitation Manager (EM), it will monitor IP and lead exploitation and dissemination planning. The EI will advise ESRs on IP issues and COMPLETE dissemination.

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

The Project Management Team assists the Supervisory Board and the Coordinator.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"): should be represented at any meeting of such Consortium Body; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings.

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.

Annual Meeting of the Supervisory Board	At least once a year	At any time upon written request of the Supervisory Board or 1/3 of the beneficiaries.
Supervisory Board extraordinary meeting	upon request	At any time upon written request of any Member of the Supervisory Board.

6.2.2.2 Notice of a meeting:

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

Annual Meeting	45 calendar days	15 calendar days
Supervisory Board Extraordinary meeting	28 calendar days	14 calendar days

preceding the meeting as indicated below.

6.2.2.3 Sending the agenda:

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

Annual Meeting	21 calendar days, 10 calendar days for an extraordinary meeting
Extraordinary.meeting	7 calendar days

6.2.2.4 Adding agenda items:

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

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

Annual Meeting	14 calendar days, 7 calendar days for an extraordinary meeting
Extraordinary meeting	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. However, no decision may be taken on this item if not all Members are represented at the meeting.

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses.

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

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

6.2.3 Voting rules and quorum

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

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

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

6.2.3.3 A Party which the Supervisory Board has declared pursuant to Section 4.2 to be a Defaulting Party may not exercise any vote or participate in any further Consortium Body decision-making following the declaration of default

6.2.3.4 Except where otherwise shown in this Consortium Agreement (as in section 6.3.1.2), decisions shall be taken by a simple majority of the votes cast.

6.2.4 Veto rights

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

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and/ or within 15 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

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

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

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. She/He shall send the draft minutes to all Members within 30 calendar days of the meeting.

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

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Supervisory Board: composition

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 Supervisory Board shall consist of one representative of each Party (hereinafter Supervisory Board Member).

6.3.1.1.2 Each Supervisory Board 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. However, if the Member who attends the meeting is not authorised by his/her institution to make a proposed decision on behalf of that institution, the Member will ensure that he or she refers such decision to the authorised representative for his or her institution at the earliest time possible and will inform the Coordinator of such referral. Notwithstanding this referral, the timescales described in this Section 6 will be adhered to.

6.3.1.1.3 The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise in a meeting of the Supervisory Board.

6.3.1.1.4 The Parties agree to abide by all decisions of the Supervisory Board.

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

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

The following decisions shall be taken by the Supervisory Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included) according to 9.1.2
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)]

Modifications to Attachment 5 (Consortium Plan Budget)

Evolution of the consortium

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

The voting requirements shown in Section 6.2.3.4 shall not apply to the following decisions which shall instead require the unanimous vote of the Supervisory Board with the exception that the vote of a Party which is proposed to be declared in default shall not be considered on such vote:

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Declaration of a Party to be a Defaulting Party

Appointments

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

Vice Coordinator
Director of Training

Network Manager
Work Package Leaders
External Expert Advisory Board (EEAB)

6.3.2 Supervisory Board: tasks and activities

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

6.3.2.1 Members

One representative of each Partner Organisation as listed in in section 4 of the Annex I to the GA, the Work Package leaders, the ESR project supervisors, two ESRs as representative of the ESRs and the External Expert Advisory Board Members. appointed by the Supervisory Board (hereinafter Supervisory Members) can participate to the activities of the Supervisory Board. They have no voting right.

6.3.2.3 Tasks

6.3.2.3.1 The Supervisory Board shall propose decisions and organize the network activities according to Section 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Supervisory Board shall be responsible for the proper execution and implementation of the decisions.

6.3.2.3.4 The Supervisory Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Supervisory Board 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.

6.3.2.3.6 The Supervisory Board shall:

- agree on the Members of the Project Management Team, upon a proposal by the Coordinator
- support the Coordinator in preparing meetings with the Funding 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 Funding Authority in respect of the procedures of the Grant Agreement Article 29
- oversee the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training
- ensure that the skills acquired by ESRs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the ESRs
- establish an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, ESR and any stakeholders involved in the Project to maximise the benefits of the partnership
- oversee the quality and quantity of supervision of the ESRs
- review the training and research plan every 6 months
- set procedures for the dealing with cases of scientific misconduct, after each institution internal practices

6.3.2.3.7 In the case of abolished tasks, the Supervisory Board shall advise all the parties on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

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

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

6.4.3 If the Coordinator fails in its coordination tasks, the Supervisory Board may propose to the Funding 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 Director of Training

6.5.1 The Director of Training is appointed by the Supervisory Board. He/she is responsible for the success of the training activities and the communication among all ERS about training needs. He will lead respective actions in the Supervisory Board meetings. He/she will liaise with the ESR representatives, individual supervisors, industrial partners and the local workshop planning committee to adjust the training strategy and the network meetings.

6.6 Exploitation Manager

6.6.1 The Exploitation manager is appointed by the Supervisory Board. Will lead the EI to monitor the intellectual property and define exploitation and dissemination planning. He will advise the ESRs on intellectual property issues and COMPLETE dissemination.

6.7 ESR Supervisors

6.7.1 The ESR supervisors are in charge of recruitment and selection of the ESRs, will meet regularly with the ESR to discuss progress and provide scientific guidance and training. They assist the ESRs in drawing up a Career Development Plan and monitor their training progress.

6.8 ESR Representative

6.8.1 Two ESR Representatives acts on behalf of the ESRs at Supervisory Board level and is entitled to one vote. They are elected by and among the ESRs **by simple majority** for a period of 12 months. After such period, a new election will take place.

6.9 Project Management Team

The Project Management Team (PM) will assist the Coordinator for executing the decisions of the Supervisory Board as well as day-by-day management of the project. It includes the Coordinator, a Vice Coordinator, who will advise throughout on project management, the Director of Training, who will work to develop and coordinate the training programme and a Network Manager, who will support the preparation of meetings, documents, and circulation of reports and minutes, and will also provide central support the organisation of secondments and network wide training events in liaison with local hosts.

6.10 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) will be appointed and steered by the Supervisory Board. The EEAB shall assist and facilitate the decisions made by the Supervisory Board. The Coordinator is authorised to execute with each member of the EEAB a non-disclosure agreement, which terms shall be not less stringent than those stipulated in this Consortium Agreement, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the EEAB meetings and prepare the implementation of the EEAB's suggestions. The EEAB members are invited to participate in Supervisory Board meetings upon invitation but have not any voting rights.]

6.11 Specific provisions for employment of ESRs

ESRs and their employing institutions will sign an agreement which defines their respective role, entitlements and responsibilities, as specified in Article 32 of the Grant Agreement.

The ESR and his/her supervisor are obliged to complete a Career Development Plan which defines the ESR's objectives over both the short and long term (Article 32.1.(I)).

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan and in accordance with the Grant Agreement
- Attachment 5 representing the redistribution of Annex 2 of the Grant Agreement
- the approval of reports by the Funding Authority, and

- the provisions of payment in Section 7.3.

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

A Partner Organisation shall have no entitlement to any portion of the financial contribution provided by the Funding Authority unless separately agreed in writing with the Party concerned for the Partner Organisation's tasks carried out in accordance with the Consortium Plan.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Party which implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

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

Upon decision of the Supervisory Board, the EU contribution (B1 and B2 only) might be redistributed among the Parties as per Article 6.3.1.2.

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks or the transfer or reassignment of said tasks.

7.1.5.1 Allocation of Management and indirect costs category

The Parties agree that the estimated budget for the Project as indicated in Annex 2 does not apply. Instead, the Coordinator will retain 234122 € (38.7%) of the total amount of category B.2, "Management and indirect costs" in order to cover the cost of the Project Management Team. The estimated budget for the Project as indicated in Attachment 5 shall apply.

7.1.5.2 Allocation of Research, training and networking costs category

The Parties agree that the distribution described in the Consortium Plan will not apply. Instead, a portion of the total amount of category B1, 82152 € (9%), will be held back by the Coordinator for the benefit of the Beneficiaries ("Consortium-wide conference/school/course delivery contribution") and the Coordinator shall redistribute this amount to only those Beneficiaries whose tasks as set out in Section 4 to Annex I of the Grant Agreement include the delivery network-wide training or conference or course activities, based on a rate or estimation per affected Beneficiary to be set by the Project Management Team /Supervisory Board. The revised budget is set out in the table in Attachment 5 to this Consortium Agreement. Any funds not spent by the end of the Project will be redistributed among the Parties"

7.2 Budgeting

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

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator. Eventual optional payments to a Partner Organisation are the exclusive task of the Party concerned.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2 Funding of implementation of units included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Each Party's share of the pre-financing payment will be calculated in proportion to their share of the Maximum Grant Amount. Implementation of units accepted by the Funding Authority will be paid to the Party concerned.

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

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

Section 8: Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

In the case of jointly owned Results, unless otherwise agreed:

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

8.3 Transfer of Results

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

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

An Affiliated Entity is a third party. Therefore, if a Party wishes to transfer its Results to its Affiliated Entity using the waiver of right to prior notice procedure, such Affiliated Entity should be identified in Attachment 3. Where a Party has not made an entry in Attachment 3, the notice and objection procedures set out in the Grant Agreement Article 30 shall apply at the point of any intended transfer.

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

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

8.3.5 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 Dissemination of own Results

8.4.1.1 During the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

The Exploitation and IP Committee will regularly review new IP and scientific advances from the project. Prior notice of any planned publication shall be given to all the other Parties at least 45 calendar days before publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after the notification is sent. If no objection is made within the time limit stated above, the publication is permitted.

8.4.1.2 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 academic or commercial interests in relation to the Results or Background would be significantly harmed; or
- (c) the publication contains Confidential Information of the objecting Party.

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

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

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

8.4.2 Dissemination of another Party's unpublished Results or Background

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

8.4.3 Cooperation obligations

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

8.4.4 Use of names, logos or trademarks

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

8.5 Exclusive licences

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within 45 calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such 45 calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.

Section 9: Access Rights

9.1 Background included

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

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

9.1.2 Any Party can propose to the Supervisory Board to modify its Background in Attachment 1. A Party can add its own Background to Attachment 1 by notification to the Supervisory Board but requires Supervisory Board approval to remove Background from Attachment 1.

9.2 General Principles

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

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

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

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

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

9.2.6 All requests for Access Rights shall be made in writing. The decision on whether Access Rights will be granted shall not be unreasonably delayed.

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, including for the implementation of the research training activities of the ESRs, shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

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

Access rights to Results for internal research and academic teaching activities shall be granted on a royalty-free basis provided that no Results shall be accessed by or transferred or licensed to any third party without the owning Party's consent.

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.

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4 if they are identified in [Attachment 6 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities [Attachment 6]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable Conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

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

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

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during

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

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

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

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

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

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

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

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

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

- notify the Disclosing Party, and

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)

Attachment 4 (Commitment of Partner Organisation)

Attachment 5 (Consortium Plan Budget)

Attachment 6 (Identified Affiliated Entities)

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval such consent not to be unreasonably withheld, denied or delayed.

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably. If this is not possible then disputes will be referred to the Supervisory Board. If resolution cannot be achieved, then the following applies.

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, 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 No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

Section 12: Signatures

AS WITNESS:

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

Politecnico di Torino

Signature

Name: Massimo Rossetto

Title: Head of Department of Mechanical and Aerospace Engineering

Date 2/03/2017




**POLITECNICO
DI TORINO**
Dipartimento
di Ingegneria Meccanica
e Aerospaziale

IL DIRETTORE DEL DIPARTIMENTO
(Prof. Massimo ROSSETTO)

Massimo Rossetto

Imperial College of Science, Technology and Medicine

Signature(s) 

Name(s) Carol Meads

Title(s) Head of European Research Policy

Date 06/03/2017

Max Planck Gesellschaft zur Forderung der Wissenschaften e.V.

Signature:

Name: Stephan Herminghaus

Title: Managing Director

Date 03. Aug. 2017



Tel Aviv University

Signature

Name: Lea Pais

Title: Director of the Research Authority of Tel Aviv University

Date

Signature

Name: Neri Azougui

Title: Vice Director General of Finance

Date



Unwersytet Warszawski

Signature(s)

Name(s): Prof. Maciej Duszczyk

Title(s): Vice-Rector

Date

20 DEC 2016


PROREKTOR
UNIWERSYTETU WARSZAWSKIEGO
dr hab. Maciej Duszczyk

UNIWERSYTET WARSZAWSKI
Krakowskie Przedmieście 26/28
00-927 WARSZAWA

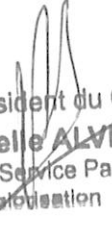
Centre National de la Recherche Scientifique

Signature(s)


Name(s)

Title(s)

Date


Pour le Président du CNRS
Annabelle ALVÉS
Responsable Service Partenariat
et Valorisation

Envisens Technologies Srl

Signature(s) 
Name(s) Eng. Ph.D. Marco Allegretti
Title(s) CEO
Date 22.11.2016

Pentalum Technologies LTD

Signature(s)

Name(s)

Title(s)

Date

Sitael SpA

Signature(s)

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

Name(s)

Nicola Zaccheo

Title(s)

Chief Executive Officer

Date

Mola di Bari, 28/07/2017

Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1

As to Politecnico di Torino (POLITO), it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of POLITO shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 2

As to Imperial College of Science, Technology and Medicine (ICL), it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of ICL shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 3

As to Max Planck Gesellschaft zur Forderung der Wissenschaften e.V., it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of MPG shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 4

As to Tel Aviv University, it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of TAU shall be Needed by other Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 5

As to Uniwersytet Warszawski (UW) it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of UW shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 6

As to Centre National de la Recherche Scientifique (LMD) it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of LMD shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 7

As to Envisens Technologies SrL (ENV) it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of ENV shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 8

As to Pentalum Technologies Ltd (PTL) it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of PTL shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 9

As to Sitael SpA (SIT) it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of SIT shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

COMPLETE 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.

Imperial College of Science, Technology and Medicine
Imperial Innovations Limited; Registered N° 2060639; 52 Princes Gate, Exhibition Road,
London SW7 2PG, United Kingdom; <http://www.imperialinnovations.co.uk/>

Tel Aviv University
Tel Aviv University may assign its Results to Ramot at Tel Aviv University Ltd.
(<http://www.ramot.org/home>) , the commercial arm of TAU, and/or to the researchers of TAU
participating in the Project.

Attachment 4: Commitment of the Partner Organisation

Commitment of the Partner Organisation

The Politecnico di Torino ("POLITO") and the organisations shown in the attached schedule (hereinafter referred to as "Consortium") are participating in the Marie Skłodowska-Curie Action: Innovative Training Network entitled "Cloud-MicroPhysics-Turbulence-Telemetry: An intermultidisciplinary training network for enhancing the understanding and modeling of atmospheric clouds" with the acronym "COMPLETE" (hereinafter referred to as "Project"), which is being funded by the European Union under its Horizon 2020 Programme. Hence, this agreement is between:

1. Politecnico di Torino, having its registered office or based in Corso Duca degli Abruzzi 24, 10129 Torino, Italy, acting on behalf of the COMPLETE Consortium.

and

2. [Insert official name of the Partner Organisation], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [Partner Organisation short name].

General provisions:

[Partner Organisation short name] agrees to:

1. Contribute to the COMPLETE Project by fulfilling the tasks listed in Annex I to the Grant Agreement, Appendix B.
2. Contribute to the COMPLETE Project by abiding decisions made by the Supervisory Board.
3. Make best efforts to promptly conclude a detailed Secondment agreement with the relevant Party.

Provisions related to the participation to the COMPLETE Supervisory Board:

The Consortium welcomes [Partner Organisation short name] as a member of the Supervisory Board ("SB"). Participation as a member of the SB will involve the representative of [Partner Organisation short name] receiving, and/or participating in Project discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of the Project ("Results") or before the Project ("Background"). As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, [Partner Organisation short name] will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to [Partner Organisation short name] as a member of the SB and in its position as a Partner Organisation. In addition, confidential information may be disclosed to [Partner Organisation short name] by members of the SB who are not members of the Consortium. In this agreement, any information disclosed to [Partner Organisation short name] in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to [Partner Organisation short name] by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as "Confidential

Information” and the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the “Discloser”

The functions and procedures of the SB are listed in articles 6.1, 6.2, 6.3 of the Consortium Agreement, Appendix A.

By signing below, [Partner Organisation short name] agrees to the following:

- (a) [Partner Organisation short name] commits itself to carry out its work as per Section 4 of Appendix B – Annex I to the Grant Agreement
- (b) to ensure that all Confidential Information disclosed to [Partner Organisation short name] as a member of the SB remains confidential during the Project and for a period of four (4) years after the end date of the Project;
- (c) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking [Partner Organisation short name]’s duties as a member of the SB without the written consent of the Discloser;
- (d) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser.
- (e) to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form.
- (f) [Partner Organisation short name] will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with COMPLETE Project. [Partner Organisation short name] will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence [Partner Organisation short name] will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

In addition, [Partner Organisation short name] agrees that the above obligations of confidentiality and non-use shall not apply in the following circumstances:-

- (i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to [Partner Organisation short name] as a member of the SB, becomes general or public knowledge either through no fault of [Partner Organisation short name] or following further written agreement between [Partner Organisation short name] and the Discloser;

- (ii) when any such Confidential Information can be shown by [Partner Organisation short name] to have been in [Partner Organisation short name]'s possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;
- (iii) when any such Confidential Information is received by [Partner Organisation short name] from a third party that [Partner Organisation short name] reasonably believe has no similar obligation of confidentiality to the Discloser;
- (iv) when [Partner Organisation short name] can reasonably demonstrate that any such information has been previously developed by [Partner Organisation short name] without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

In accordance with Sec 11.7 of the Consortium Agreement, Appendix A, this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it.

Any ancillary agreements, amendments or additions hereto shall be made in writing.

In consideration of the invitation to participate as a member of the SB, [Partner Organisation short name] accepts the conditions set out within this agreement.

Name of [Partner Organisation short name] Authorised signatory

(Block Capitals)

Signed

(by [Partner Organisation short name] Authorised signatory) Date _____

At the time of the signature, [Partner Organisation short name] nominates the following employees as its representatives in the SB.

For the avoidance of doubt, [Partner Organisation short name] is entitled to one vote only regardless of the number of representatives attending any SB meeting.

Name of SB member(s)' representative(s)

(Block Capitals)

Normal Work Address of SB member(s)' representative(s)

(Block Capitals)

Signed

_____ Date _____
(by SB member(s)' representative(s))

Name of authorised member of POLITO Staff acting on behalf of the Consortium

Signed

_____ Date _____

Consortium Schedule:

Institution's Name	Organisation short name	Country
POLITECNICO DI TORINO	POLITO	IT
IMPERIAL COLLEGE LONDON	ICL	UK
MAX PLANCK GESELLSCHAFT	MPG	DE
TEL AVIV UNIVERSITY	TAU	IL
UNIVERSYTET WARSAWSKI	UW	PL
CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE	LMD	FR
ENVISENS TECHNOLOGIES SRL	ENV	IT
PENTALUM TECHNOLOGIES LTD	PTL	IL
SITAE SPA	SIT	IT

No

n-Consortium SB members Schedule:

Partner organisation's Name	Organisation Short Name	Country
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
ESR Representative	ESR	/

Appendix A – Consortium Agreement (CONFIDENTIAL)

Appendix B – Annex I to the Grant Agreement (CONFIDENTIAL)

Attachment 5: Consortium Plan Budget and Coordination costs

Form of costs	Form of costs	Númer of units (person-months)	A1 Living allowance (*)				A2. Mobility allowance				A3. Family allowance (**)				B1. Research, training and networking costs				B2. Management and indirect costs				TOTAL (max contribution)
			Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	
1.POLITO		72	3110	238922,64	1200	43200	500	18000	1800	129600	1200	86400	1200	129600	1200	86400	1200	129600	1200	86400	1200	86400	516122,64
2.ICL		72	3110	269375,76	1200	43200	500	18000	1800	129600	1200	86400	1200	129600	1200	86400	1200	129600	1200	86400	1200	86400	546575,76
3.MPG		72	3110	221232,96	1200	43200	500	18000	1800	129600	1200	86400	1200	129600	1200	86400	1200	129600	1200	86400	1200	86400	498432,96
4.TAU		72	3110	243401,04	1200	43200	500	18000	1800	129600	1200	86400	1200	129600	1200	86400	1200	129600	1200	86400	1200	86400	520601,04
5.UW		72	3110	171074,88	1200	43200	500	18000	1800	129600	1200	86400	1200	129600	1200	86400	1200	129600	1200	86400	1200	86400	448274,88
6.LMD		36	3110	124275,60	600	21600	250	9000	1800	64800	1200	43200	1200	64800	1200	43200	1200	64800	1200	43200	1200	43200	262875,60
7.ENV		36	3110	119461,32	600	21600	250	9000	1800	64800	1200	43200	1200	64800	1200	43200	1200	64800	1200	43200	1200	43200	258061,32
8.PTL		36	3110	121700,52	600	21600	250	9000	1800	64800	1200	43200	1200	64800	1200	43200	1200	64800	1200	43200	1200	43200	260300,52
9.SIT		36	3110	119461,32	600	21600	250	9000	1800	64800	1200	43200	1200	64800	1200	43200	1200	64800	1200	43200	1200	43200	258061,32
Total		504		1628906,04		302400		126000		907200		604800		907200		604800		907200		604800		604800	3569306,04

**ESTIMATED BUDGET –
ANNEX 2 of the Grant Agreement,
page 143**

(*) The totals include the country correction factor

(**) The amount for the family allowance inserted by the system represents an average (with/without family). This amount will be adjusted by EC according to the actual family status of ESRs.

Network sharing costs

Part of the Training and Research budget B-1 will be retained by the Coordinator to cover the network training activities, quantified in EURO 82152. The Coordinator should issue, upon explicit written request from a Party, a justificative document with the training or management expenditure for that Party.

Party's Name	Party's contribution
POLITO	11 736 €
ICL	11 736 €
MPG	11 736 €
TAU	11 736 €
UW	11 736 €
LMD	5 868 €
ENV	5 868 €
PTL	5 868 €
SIT	5 868 €
TOTAL	82 152 €

Network management costs

Part of the Management and indirect cost budget B-2 will be retained by the Coordinator to cover the network management activities, quantified in EURO 234122. The Coordinator should issue, upon explicit written request from a Party, a justificative document with the training or management expenditure for that Party.

Party's Name	Party's contribution
POLITO	33 446 €
ICL	33 446 €
MPG	33 446 €
TAU	33 446 €
UW	33 446 €
LMD	16 723 €
ENV	16 723 €
PTL	16 723 €
SIT	16 723 €
TOTAL	234 122 €

Banking and transaction costs incurred in connection with fund transfers from the Coordinator to the Parties will be borne by the Parties.

If the costs incurred by the coordinator for the network training and management will be lower than the above estimates, the difference will be redistributed among the beneficiaries. For the avoidance of doubt, the Parties hereby agree that, if necessary, their contribution indicated in the table above can be reviewed according to the procedures in 6.3.1.2

Therefore, the estimated budget will be allocated as follows:

	Number of units (person-months)	Form of costs												
		A1. Living allowance (*)				A2. Mobility allowance		A3. Family allowance (**)		B1. Research, training and networking costs		B2. Management and indirect costs		TOTAL (max contribution)
		Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	Cost per unit	Total	
1. POLITO	72	3110	238922,64	1200	43200	500	18000	1800	117864	1200	52954	470940,64		
2. ICL	72	3110	269375,76	1200	43200	500	18000	1800	117864	1200	52954	501393,76		
3. MPG	72	3110	221232,96	1200	43200	500	18000	1800	117864	1200	52954	453250,96		
4. TAU	72	3110	243401,04	1200	43200	500	18000	1800	117864	1200	52954	475419,04		
5. UW	72	3110	171074,88	1200	43200	500	18000	1800	117864	1200	52954	403092,88		
6. LMD	36	3110	124275,60	600	21600	250	9000	1800	58932	1200	26477	240284,60		
7. ENV	36	3110	119461,32	600	21600	250	9000	1800	58932	1200	26477	235470,32		
8. PTL	36	3110	121700,52	600	21600	250	9000	1800	58932	1200	26477	237709,52		
9. SIT	36	3110	119461,32	600	21600	250	9000	1800	58932	1200	26477	235470,32		
Coordination (POLITO)	-	-	-	-	-	-	-	-	82152	-	234122	316274,00		
Total	504	-	1628906,04	-	302400	-	126000	-	907200	-	604800	3569306,04		

ESTIMATED BUDGET – modification to ANNEX 2 of the Grant Agreement.

(*) The totals include the country correction factor

(**) The amount for the family allowance inserted by the system represents an average (with/without family). This amount will be adjusted by EC according to the actual family status of ESRs.

(***) The network costs have been deduced from the total costs B.1 and B.2 of each participant.

Attachment 6: Identified Affiliated Entities according to Section 9.5

Ramot at Tel Aviv University Ltd.