



MoSaiQC | ITN

Modular Systems for advanced integrated Quantum Clocks

D5.1 Consortium Agreement

Project acronym: MoSaiQC

Project full title: Modular Systems for Advanced Integrated Quantum Clocks

Grant agreement no.: 860579

Due Date:	Month 2
Delivery:	Month 2
Lead Partner:	UvA
Editor:	Cynthia Crul, UvA
Dissemination Level:	Public
Status:	Final
Approved:	Yes
Version:	1.0



This project has received funding from the *European Union's Horizon 2020 research and innovation programme* under the Marie Skłodowska-Curie grant agreement No 860579 (MoSaiQC).

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MoSaiQC

Consortium Agreement

Project number: 860579

Call: H2020-MSCA-ITN-2019

Topic: MSCA-ITN-2019

Type of action: MSCA-ITN-ETN

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CONSORTIUM AGREEMENT

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

BETWEEN:

UNIVERSITEIT VAN AMSTERDAM with its business address at SPUI 21, Amsterdam 1012WX Netherlands, **the Coordinator**

THE UNIVERSITY OF BIRMINGHAM (UoB), established in Edgbaston, Birmingham B15 2TT, United Kingdom

UNIWESYTET MIKOLAJA KOPERNIKA W TORUNIU (NCU), established in Ul. Jurija Gagarina 11, 87100, Torun, Poland, PL8790177291,

KØBENHAVNS UNIVERSITET, established in Nørregade 10, 1165 Copenhagen K, Denmark, (UCPH),

TECHNISCHE UNIVERSITÄT WIEN (TU WIEN), established in Karlsplatz 13, 1040 Wien, Austria,

UNIVERSITAET INNSBRUCK, established in Innrain 52, 6020 Innsbruck, Austria,

BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY, established in Newgate street 81, EC1A 7AJ, London, United Kingdom,

Teledyne UK Limited, established in 106 Waterhouse Lane, Chelmsford, Essex, CM1 2QU, United Kingdom,

TOPTICA PHOTONICS AG, established in Lochhamer Schlag 19, 82166 Graefelfing, Germany

NKT PHOTONICS A/S, established in BLOKKEN 84, 3460, BIRKEROD Denmark

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

Modular Systems for Advanced Integrated Quantum Clocks

in short

MoSaiQC

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 Funding Authority (hereinafter "Grant Agreement") under the funding scheme of "Marie Skłodowska-Curie Innovative Training Networks - ITN".

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 Section: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

"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.

"Consortium Body"

Consortium Body means any management body described in the Governance Structure section 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 Supervisory Board.

"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)

ESR is a postgraduate researcher in the first four years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree. The ESR is recruited and employed under a separate agreement by a Party. The details of ESRs, their appointing institutions and their person-months are included in Annex I to the Grant Agreement.

"Funding Authority"

Funding Authority means the body awarding the grant for the Project, which is in this case the European Commission.

"Intellectual Property"

Means any intellectual and industrial property rights of any description including but not limited to patents, copyrights, design rights (registered or unregistered), trademarks (registered or unregistered), know-how, software, utility models applications for and rights to apply for any of the foregoing, domain names, database rights and any other rights in any invention, discovery or process.

“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.

“Partner Organisation”

Partner Organisation means an organisation that is not signatory of the Grant Agreement and does not employ any researcher within the Project. A Partner organisation provides additional training and host researchers during secondments.

The Partner Organisations are listed in section 4 of Annex I to the Grant Agreement.

“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.

2 Section: 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.

3 Section: 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.

A new entity becomes a 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 Funding Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

The provisions relating to Results, 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 as agreed in the respective Sections.

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 its participation.

4 Section: Responsibilities of Parties

4.1 General principles

- a) Each Party shall use reasonable endeavours 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.
- b) Each Party undertakes to notify promptly after becoming aware of it, in accordance with the governance structure of the Project outlined in Section 6, any significant information, fact, problem or delay likely to affect the Project.
- c) Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.
- d) 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 fulfilment towards its ESR of the obligations of Parties set out in Article 32 of the applicable EC Grant Agreement, including the distribution to the ESR of the monthly support in accordance with the Party's own usual accounting and management principles and practices.

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.

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 (including but not limited to 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 from the date of receipt of the written notice by the Party.

If such breach is not remedied within the aforementioned 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 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.

Furthermore, if a Partner Organisation is involved the Coordinator ensures to have the Partner Organisations written Commitment in place (Attachment 5). In case of a secondment the respective partners shall agree on a Secondment agreement (template provided as Appendix C of Attachment 5).

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.

5 Section: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the 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, provided such damage was not caused by a wilful act or gross negligence. As used herein, the term "direct damages" means those Damages which arise naturally or ordinarily and/or can reasonably be expected to result from a breach of this Consortium Agreement. As used herein, the terms "indirect damages" and "consequential damages" means damages which do not flow directly or immediately from a breach of this Consortium Agreement, but only from a consequence or result of such breach. Indirect and consequential include, but are not limited to, loss of revenue or profits.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to that Party's share of the total funding received by it under the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be 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, in writing, the competent Consortium Bodies of any Force Majeure without undue delay. The effected Party must immediately take all the necessary steps to limit any damage due to Force Majeure and do its best to resume implementation of the Action as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

6 Section: Governance structure

6.1 General structure

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

- Supervisory Board as the executive body and ultimate decision-making body of the consortium
- Training and Recruitment Committee as management group for the training which shall report to the Supervisory Board
- Research Committee as management group for the research which shall report to the Supervisory Board

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.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Each Party shall use reasonable endeavours to ensure continuity of its representation on the Supervisory Board.

Each Party shall have the right to replace its representative on the Supervisory Board and/or to appoint a proxy. In the event that a Party does choose to replace its representative or appoint a proxy, it shall inform the Coordinator as soon as reasonably possible, and the Coordinator shall inform the other Parties.

Any Party which is a member of a Consortium Body (hereinafter referred to as "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
Supervisory Board	At least twice a year	At any time upon written request of the Training and Recruitment Committee, Research Committee or 1/3 of the Members of the Supervisory Board
Training and Recruitment Committee	At least twice a year	At any time upon written request of any Member of the Training and Recruitment Committee
Research Committee	At least twice a year	At any time upon written request of any Member of the Research Committee
All three Consortium Bodies		In the event of a No Deal Brexit it is agreed that an extraordinary meeting shall be convened within two months of the date the UK exits the EU

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	45 calendar days	15 calendar days
Training and Recruitment Committee	14 calendar days	7 calendar days
Research 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 a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Supervisory Board	21 calendar days, 10 calendar days for an extraordinary meeting
Training and Recruitment Committee	7 calendar days
Research 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 notification to all of the other Members of that Consortium Body within the minimum number of days preceding the meeting as indicated below.

Supervisory Board	14 calendar days, 7 calendar days for an extraordinary meeting
Training and Recruitment Committee	2 calendar days
Research 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 teleconference 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 6.2.5.

6.2.2.8

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. The chairperson shall send a notice of the outcome of the vote within 14 calendar days after the deadline for responses. Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. If an objection was sent the topic will be discussed in the next meeting. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

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, regardless of the Party's share of the Project.

6.2.3.3

A Party which the Supervisory Board has declared according to Section 4.2 to be a Defaulting Party shall not vote. Any alleged Defaulting Party shall not vote in the decision to declare it in default. Any declaration of default of any Party must be carried by a unanimous vote of all those represented, excluding the alleged Defaulting Party.

6.2.3.4

All other decisions shall be taken by a 2/3 majority of the votes cast.

6.2.4 Veto rights**6.2.4.1**

A Member which can show that its own work, time for performance, costs, liabilities, Intellectual Property or other legitimate interests would be severely affected by a

decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2

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

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 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

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

6.2.4.5

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

6.2.4.6

A Party shall 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 shall not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 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 (e-mail shall suffice) to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Supervisory Board

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.

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 carry out their obligations under this Consortium Agreement and the Grant Agreement in adherence with the decisions made by 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 Tasks

- The Supervisory Board shall seek a consensus among the Parties.
- The Supervisory Board shall monitor the effective and efficient implementation of the Project.

6.3.1.3 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 under this Consortium Agreement. In addition, all proposals made by the Training and Recruitment Committee or Research Committee shall also be considered and decided upon by the Supervisory Board.

The following decisions shall be taken by the Supervisory Board, in accordance with Section 6.2.3:

Content, finances and Intellectual Property

- 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)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

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

Appointments

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

- Training and Recruitment Committee Members
- Research Committee Members
- International Advisory and Assessment Committee
- Work Package Leaders

6.3.2 Training and Recruitment Committee

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

6.3.2.1 Members

The Supervisory Board appoints the members of the Training and Recruitment Committee, as further described in Annex I to the Grant Agreement.

6.3.2.2 Minutes of meetings

Minutes of Training and Recruitment Committee meetings, once accepted, shall be sent by the chair to the Supervisory Board Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Training and Recruitment Committee shall collect information at least every 6 months on the training 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 Supervisory Board.

6.3.2.3.2

The Training and Recruitment Committee shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables

6.3.3 Research Committee

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

6.3.3.1 Members

The Supervisory Board appoints the members of the Research Committee, as further described in Annex I to the Grant Agreement.

6.3.3.2 Minutes of meetings

Minutes of Research Committee meetings, once accepted, shall be sent by the chair to the Supervisory Board Members for information.

6.3.3.3 Tasks

6.3.3.3.1

The Research Committee shall collect information at least every 6 months on the research 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 Supervisory Board.

6.3.3.3.2

The Training and Recruitment Committee shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall, in addition to its responsibilities as a Party, 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 that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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 International Advisory and Assessment Committee (IAAC)

An International Advisory and Assessment Committee (IAAC) will be appointed by the Supervisory Board. The IAAC shall assist and facilitate the decisions made by the Supervisory Board. The Coordinator will ensure that a non-disclosure declaration is signed by each IAAC 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, whichever date is earlier. The Coordinator shall write the minutes of the IAAC meetings and prepare the implementation of the IAAC's suggestions. The IAAC members shall be allowed to participate in Supervisory Board meetings upon invitation but do not have any voting rights.

6.6 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)).

7 Section: 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
- 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.

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 that 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 might be re-distributed among the Parties as per Article 6.3.1.2 and upon approval of the Funding Authority.

7.1.4 Return of excess payments; receipts

7.1.4.1

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

7.1.4.2

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

7.1.5 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 justifiable demonstrable additional costs occurring to the other Parties in order to perform its and their tasks.

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

7.3.2

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

Funding of costs 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. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments to a Party if that Party has been found to be a Defaulting Party by a vote of the Supervisory Board, or to a Beneficiary which has not yet signed this Consortium Agreement. For the avoidance of doubt: if a (new) partner has accessed to the grant agreement but not (yet) to the consortium agreement, the Coordinator will not transfer funds to the partner.

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 ordered by, or suggested by, or agreed with, the Funding Authority.

7.3.3 Allocation of the Consortium Budget

The Parties agree to contribute according to their budget share, as indicated in the table in Attachment X [*follows separately*], to the consortium management budget and consortium research and networking budget, for consortium-wide activities paid via the Coordinator. If, at the completion of the Project, there is a surplus balance of management and indirect budget remaining, the Coordinator shall report the total surplus amount to the Supervisory Board. Unless otherwise agreed by the Supervisory Board, the Coordinator shall reimburse the surplus to each Party on a pro-rata basis according to the calculation shown in the table Attachment X [*follows separately*]. A review will take place at the beginning of the final project year and a clear surplus will be released to each Party in line with the procedures for the end of Project. Unless otherwise agreed by the Supervisory Board, if at the end of the Project there is a minus (negative) balance of management and indirect budget remaining, no liability or responsibility will accrue by the other Parties for reimbursement of such balance to the Coordinator.

8 Section: 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 26.2 with the following additions:

Unless otherwise agreed in a separate written agreement between the Parties, where two or more Parties have joint ownership of Results:

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

The joint owners shall agree on all protection measures 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 following the procedures of the Grant Agreement Article 30.

8.3.2

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

8.3.3

The Party transferring the Results shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the Access Rights of the other Parties will not be affected by such transfer.

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.

8.3.6

Any addition to Attachment (3) after signature of this Agreement requires a decision of the Supervisory Board.

8.4 Dissemination

8.4.1

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.2 Dissemination of own Results

8.4.2.1

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

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication, with such notice including a copy of such planned publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing (e-mail shall suffice) to the Coordinator and to the Party or Parties proposing the dissemination within 20 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
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.
- (c) the planned publication contains patentable subject matter which needs protection (patent protection or otherwise) before any disclosure

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

8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the

objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

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

8.5

8.5.1 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 publicly available. The mere absence of an objection according to previous Section of this Consortium Agreement is not considered as an approval.

8.5.2 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.

8.5.3 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.

8.6 Exclusive licenses

Where a Party wishes to grant an exclusive licence to its own 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 not be deemed to constitute written approval of the waiver by the non-responding Party.

9 Section: 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 further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Supervisory Board 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 expressly exclude any rights to sublicense unless expressly stated by the Party granting Access Rights.

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, and are subject to the conditions set forth in this Consortium Agreement.

9.2.6

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.

9.2.8

All requests for Access Rights shall be made in writing.

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 are hereby requested and shall be deemed granted as of the Effective Date 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 and upon a written agreement between the Parties concerned.

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

9.4.2

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

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 such Affiliated Entities are identified in Attachment 4 (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 listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights shall 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 up 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.

10 Section: 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 hereinafter referred to as "Confidential Information".

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand 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, 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 comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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10.3

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or Affiliated Entities 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 was, 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 Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information as soon as possible 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, provided that the Disclosing Party will reimburse the Recipient for reasonable proven extra costs arising directly from these instructions.

The confidentiality obligations under this Consortium Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the Funding Authority.

11 Section: 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 Affiliated Entities)

Attachment 5: Partner Organisation Commitment

Attachment 6: Consortium budget

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 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 with electronic confirmation of delivery, which fulfils the conditions of written form.

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

11.4 Assignment and amendments

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

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

The award of the arbitration will be final and binding upon the Parties.

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

12 Section: Signatures

AS WITNESS:

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

ACCEPTED AND AGREED BY

Party 1 (Coordinator)

UNIVERSITEIT VAN AMSTERDAM

Signature(s):

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Name(s): Prof. dr. G.T.M. ten Dam

Title(s): Chairman of the Executive Board

Date: - 3 MAART 2020

Party 2

THE UNIVERSITY OF BIRMINGHAM

Signature(s):



Name(s): Ian Lyne

Director of

Title(s): **Research Support Services**

Date: 27 Feb 2020

Party 3

UNIWESYTET MIKOLAJA KOPERNIKA W TORUNIU (NCU)

Signature(s):

Rektor

prof. dr hab. Andrzej Tretyn

Name(s): Prof. dr hab. Andrzej Tretyn


Title(s): Rector of the Nicolaus Copernicus University in Toruń

Date: 02.03.2020 Toruń

Uniwersytet Mikołaja Kopernika w Toruniu
ul. Gagarina 11
87-100 Toruń
(1447)

Party 4

KØBENHAVNS UNIVERSITET (UCPH)

Signature(s): 

Name(s): **Poul Aarup Schjørring**

Title(s): **Head of section - Office for Research Service
Research & Innovation**

Date: 11.03.2020

UNIVERSITY OF COPENHAGEN

Research & Innovation
Nørregade 10
1165 Copenhagen K.



Party 5

TECHNISCHE UNIVERSITÄT WIEN (TU WIEN)

Signature(s):



Name(s): Prof. Dr. Thorsten Schumm

Title(s): Head of the Institute

Date:




Technische Universität Wien
Atominstitut
Stadionallee 2, 1020 Wien, Austria
Tel. (+43-1)58801-14111
ati.office@tuwien.ac.at, www.ati.ac.at

Party 6

UNIVERSITY OF INNSBRUCK

Signature(s):

A handwritten signature in blue ink, appearing to be 'H. Ritsch', written over a horizontal line.

Name(s): Univ.-Prof. Dr. Helmut Ritsch

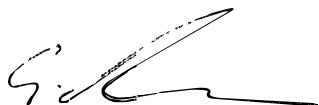
Title(s): Head of the Department of Theoretical Physics

Date: 11/03/2020

Party 7

BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY

Signature(s)

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

Name(s): Graham Reeve

Title(s): Head of Collaborative Projects

Date 29/02/20

Party 8

Teledyne UK Limited

Signature(s): 

Name(s): Mrs Sarah Shaw

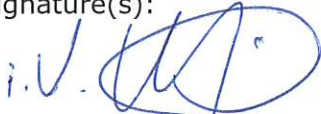
Title(s): Head of Contracts, Legal Counsel

Date: 12 MARCH 2020 .

Party 9

TOPTICA PHOTONICS AG

Signature(s):



Name(s): Dr. Patrick Leisching

Title(s): Senior Vice President Research & Development

Date: **28. Feb. 2020**



TOPTICA Photonics AG
Lochamer Schlag 19
D- 82166 Gräfelfing
Tel.: 089 85837-0
Fax: 089 85837-200
info@toptica.com

Party 10

NKT PHOTONICS A/S

Signature(s):

A handwritten signature in blue ink, appearing to be 'C. Poulsen', written over a faint horizontal line.

Name(s): Christian V. Poulsen

Title(s): CTO

Date:

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 **UNIVERSITEIT VAN AMSTERDAM**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Designs for vacuum chambers, laser systems and electronics that have been created at Florian Schreck group at UvA.	Access to Background granted for implementation of Project.	Non-exclusive licensing possible on fair and reasonable terms and conditions unless it is subject to legal restrictions or limits including those imposed by pre-existing Agreements.

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

PARTY 2

As to **THE UNIVERSITY OF BIRMINGHAM**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Self-contained vacuum chamber for atom trapping.	Access to Background granted for implementation of Project.	Non-exclusive licensing possible on fair and reasonable terms and conditions unless it is subject to legal restrictions or limits including those imposed by pre-existing Agreements.

Cold atom source for optical clock.	Access to Background granted for implementation of Project.	Non-exclusive licensing possible on fair and reasonable terms and conditions unless it is subject to legal restrictions or limits including those imposed by pre-existing Agreements.
3D printing of vacuum chamber.	Access to Background granted for implementation of Project.	Non-exclusive licensing possible on fair and reasonable terms and conditions unless it is subject to legal restrictions or limits including those imposed by pre-existing Agreements.
Atom source in the science chamber.	Access to Background granted for implementation of Project.	Non-exclusive licensing possible on fair and reasonable terms and conditions unless it is subject to legal restrictions or limits including those imposed by pre-existing Agreements.

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

PARTY 3

As to **UNIWEŚYTET MIKOLAJA KOPERNIKA W TORUNIU**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIWEŚYTET MIKOLAJA KOPERNIKA W TORUNIU (NCU)** 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 **KØBENHAVNS UNIVERSITET**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **KØBENHAVNS UNIVERSITET** 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 5

As to **TECHNISCHE UNIVERSITÄT WIEN**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **TECHNISCHE UNIVERSITÄT WIEN** 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 **UNIVERSITAET INNSBRUCK**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
QOJulia, software package for open system quantum dynamics in Julia: https://qojulia.org/	open and free for all partners available on qojulia.org	open and free Julia is available under MIT License
C++QED quantum simulation package in C++	open and free, available on "cppqed.sourceforge.net "	open and free

UIBK excludes all Background that has been created by its researchers other than those members of the research group of Univ.-Prof. Dr. Helmut Ritsch at the Department for Theoretical Physics directly involved in carrying out the "iqClock"-Project.

UIBK further excludes all Background that has been derived by members of the research group of Univ.-Prof. Dr. Helmut Ritsch at the Department for Theoretical Physics, which is outside the scope of the tasks allocated to UIBK under the "iqClock"-Project.

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

PARTY 7

As to **BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY** 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 **TELEDYNE UK LIMITED**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **TELEDYNE UK LIMITED** 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 **TOPTICA PHOTONICS AG**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Know-how and patents on single frequency laser and amplification technology incl. driving electronics	<ol style="list-style-type: none"> 1. Access Right to Background is granted in form of using the laser sources that are to be developed for the use in the project. 2. Beyond that, Background access is granted to the extent that is needed for the implementation of the action and to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right. 3. In case important company secrets are involved, the Access Right to Background can be limited to consulting and assistance (not revealing technical details) if this is to our understanding sufficient for the implementation of the action. 	<ol style="list-style-type: none"> 1. Access Right to Background is granted in form of using the laser sources that are to be developed during the project. 2. Further Background access is granted under fair conditions and to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right.

PARTY 10

As to **NKT Photonics A/S**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>NKT has know-how and IP in the fields of single frequency fiber laser and amplification technology incl. driving electronics, frequency conversion technology, spectral filtering, laser phase and frequency stabilization as well as laser linewidth narrowing methods incl. references and wavelength conversion techniques</p>	<p>The Party makes available background relevant to the project as needed for the implementation of the project</p> <p>Access Right to Background may be granted in form of Lasers, amplifiers, wavelength conversion.</p> <p>Beyond that, Background access is granted to the extent that is needed for the implementation of the action and to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right.</p> <p>In case important company secrets are involved, the Access Right to Background can be limited in consultation and assistance (not revealing technical details) if this is to our understanding sufficient for the implementation of the action.</p>	<p>Access Right to Background is granted in form of using systems that are to be developed for use in the project.</p> <p>The sharing of background required to implement the project does not imply permission to exploit such knowledge commercially.</p>

Attachment 2: Accession document

ACCESSION

of a new Party to

MoSaiQC 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.

As to The University of Birmingham:

University of Birmingham Enterprise Ltd, Birmingham Research Park, Vincent Drive,
Birmingham B15 2SQ, United Kingdom.

UNIVERSITY OF INNSBRUCK:

Alpine Quantum Technologies GmbH,
Maria-Theresien-Straße 24,
6020 Innsbruck,
Austria

Affiliated companies of BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY:

- EE Limited
- Openreach

Affiliated companies of TOPTICA Photonics AG:

- TOPTICA Photonics Inc.
- eagleyard Photonics GmbH
- TOPTICA Projects GmbH

Affiliated companies of NKT Photonics A/S:

- NKT Photonics AB
- NKT Photonics GmbH
- NKT Photonics Switzerland GmbH
- NKT Photonics Ltd
- NKT Photonics Inc.
- NKT Photonics Shenzhen

Attachment 4: Identified Affiliated Entities according to Section 9.5

As to The University of Birmingham:

University of Birmingham Enterprise Ltd, Birmingham Research Park, Vincent Drive, Birmingham B15 2SQ, United Kingdom.

Affiliated companies of BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY:

- EE Limited
- Openreach

Affiliated companies of TOPTICA Photonics AG:

- TOPTICA Photonics Inc.
- eagleyard Photonics GmbH
- TOPTICA Projects GmbH

Affiliated companies of NKT Photonics A/S:

- NKT Photonics AB
- NKT Photonics GmbH
- NKT Photonics Switzerland GmbH
- NKT Photonics Ltd
- NKT Photonics Inc.
- NKT Photonics Shenzhen

Attachment 5: Partner Organisation Commitment

Commitment to MSCA-ITN Project MoSaiQC

Universiteit van Amsterdam (UvA) and the beneficiaries shown in the below appearing consortium composition (hereinafter referred to as "Consortium") are participating in the Marie Skłodowska-Curie Action: Innovative Training Network entitled "*Modular Systems for Advanced Integrated Quantum Clocks*" with the acronym "*MoSaiQC*" (hereinafter referred to as "Project"), which is being funded by the European Union under its Horizon 2020 Programme (No: 860579). Hence, this agreement is between:

1. **Universiteit van Amsterdam**, a teaching and research institution registered under Dutch laws, located at Spui 21, 1012 WX, Amsterdam, Netherlands, hereby duly represented by **Prof. dr. G.T.M. ten Dam, Chairman of the Executive Board**; hereafter identified as "**UvA**", acting on behalf of the MoSaiQC Consortium.

And

2. **[Insert official name of the Partner Organisation]** having its registered office or located at **[insert the Legal Address of the Entity]** hereby duly represented by **[NAME]**, hereinafter referred to as "**Partner**".

General provisions:

Partner agrees to:

1. Contribute to the MoSaiQC Project by fulfilling the tasks listed in **Annex I to the Grant Agreement, Appendix B.**
2. Contribute to the MoSaiQC Project by abiding to decisions made by the Supervisory Board (in connection with the tasks listed in **Appendix B**) and, if relevant, by hosting the Early Stage Researchers.
3. **Make reasonable efforts to promptly conclude a Secondment Agreement, if relevant, with the respective beneficiary of MoSaiQC (see model template in Appendix C).**

The Consortium may invite, at an ad-hoc basis and when deemed necessary by the Supervisory Board ("SB"), Partner to attend the SB meetings at a non-voting capacity. The functions and procedures of the SB are listed in article **6.3 of the Consortium Agreement**, Appendix A. Participation in the SB meetings will involve the representative of Partner 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 will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to Partner.

In this agreement, any information disclosed to Partner in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to Partner 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". To avoid doubt, the Consortium has approved the use of this agreement.

By signing below, Partner agrees to the following:

- a) to take all reasonable steps to ensure that all Confidential Information disclosed to Partner as a participant in the SB meetings remains confidential during the Project and for a period of four (4) years after the end date of the Project;
- b) 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 license or otherwise), or use Confidential Information otherwise than for undertaking Partners duties without the written consent of the Discloser;
- c) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser.
- d) 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.
- e) Partner 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 MoSaiQC Project. Partner 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 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 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 as participant in the SB meetings, becomes general or public knowledge either through no fault of Partner or following further written agreement between Partner and the Discloser;
- ii. when any such Confidential Information can be shown by Partner to have been in Partner'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 from a third party that Partner reasonably believes has no similar obligation of confidentiality to the Discloser;
- iv. when Partner can reasonably demonstrate that any such information has been previously developed by Partner 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 article 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 acting as a Partner Organisation, Partner accepts the conditions set out within this agreement.

For **UvA**

Signature(s)

Name(s)

Title(s)

Date

For

Signature(s)

Name(s)

Title(s)

Date

Consortium composition:

Beneficiary's full name	Country
UNIVERSITEIT VAN AMSTERDAM	Netherlands
THE UNIVERSITY OF BIRMINGHAM	United Kingdom
UNIwersytet Mikołaja Kopernika w Toruniu	Poland
KOBENHAVNS UNIVERSITET	Denmark
TECHNISCHE UNIVERSITÄT WIEN	Austria
UNIVERSITÄT INNSBRUCK	Austria
BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY	United Kingdom
TELEDYNE UK LIMITED	United Kingdom
TOPTICA PHOTONICS AG	Germany
NKT PHOTONICS	Denmark

Appendix A – Consortium Agreement

CONFIDENTIAL; not annexed herein for practical reasons but communicated to Partner

Appendix B – Annex I to the Grant Agreement

CONFIDENTIAL; not annexed herein for practical reasons but communicated to Partner

Appendix C – Template for Secondment Agreement

Secondment Agreement

This agreement (hereinafter referred to as "Agreement") made between:

[BENEFICIARY NAME] (hereinafter referred to as "Seconding Entity") established in [INSTITUTION LEGAL ADDRESS] and

[PARTNER ORGANISATION NAME] (hereinafter referred to as "Host Entity") established in [INSTITUTION LEGAL ADDRESS]

Definitions:

Early stage researcher (ESR): is a researcher in the first four years (full-time equivalent) of their research activity, including the period of research training, that has been recruited by a Beneficiary.

Secondment: means a period during which a ESR is hosted by an entity (Host Entity) other than his/her employing institution (Seconding Entity).

Secondment Plan: The detailed plan of activities to be carried by the ESR in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the PCDP (Attachment 2 to the CA)

The Seconding Entity agrees to the placement of [NAME OF ESR] (the "ESR") with Host Entity as a seconded ESR within the framework of the Marie Skłodowska-Curie Action: Innovative Training Network Grant Agreement 811284, *Ultra-high Charge Carrier Mobility to Elucidate Transport Mechanisms in Molecular Semiconductors (MoSaiQC)*, for 100% full time equivalent on the following conditions:

1. **Effective Date:** *INSERT START DATE*
2. **Period of agreement:** *INSERT END DATE*
3. **Services**

During the period of the secondment the *ESR* will perform the tasks as outlined in the attached Secondment Plan. The ESR will be based at the Host Entity in *INSERT NAME OF PLACE* and will reside in that country. The Host Entity will provide the facilities necessary for the ESR to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

4. Fees

The Host Entity will not require the payment of any fees by the *ESR*.

5. Financial arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement, unless otherwise agreed to with the Seconding Entity. In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the *ESR*. The *ESR* will not receive any other incomes than those received from the Seconding Entity for the activities carried out in the framework of this agreement.

6. Terms and Conditions

The ESR shall at all times remain subject to the terms and conditions under his/her contract with the Seconding Entity. The *ESR* will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to its appointment of the *ESR*. Any current pension arrangements of the *ESR* will remain unchanged.

The Seconding Entity and the Host Entity will endeavor to amicably settle disputes arising out of or in connection with this Agreement. Failing any amicable settlement, the Parties shall set the dispute under 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 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.

The secondment is subject to the *ESR* being and remaining eligible to be appointed in the Seconding Entity country and is subject to the *ESR* obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country's immigration rules.

The Host Entity shall provide reasonable assistance to the *ESR* in all administrative procedures related to visas and work permission required by its relevant authorities.

While the Host Entity is supporting this placement, the *ESR* shall undertake to respect and comply with the working practices of the Host Entity.

The *ESR* must devote him/herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.

The Host Entity agrees to provide the *ESR* with XXX days leave per annum, pro rata to the full time entitlement of *INSERT NUMBER* days annual leave per annum as per the Seconding Entity's terms of conditions of employment. In addition the *ESR* will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.

The Host Entity will ensure that the *ESR* enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will provide health, safety and accident insurance coverage or equivalent for the *ESR* as required by law.

The Seconding Entity shall not be liable to the Host Entity in respect of any loss or damage suffered by the Host Entity arising out of or relating to the activities provided under this Agreement or in respect of any failure to provide the activities or arising out of or relating to the termination of the *ESR*'s appointment at the Host Entity prior to the expiry date.

The Host Entity shall indemnify the Seconding Entity against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the Seconding Entity in settling, contesting or dealing for the same) resulting from any breach by the Host Entity of its obligations under this Agreement.

The Seconding Entity shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Host Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the *ESR* and other persons who may also be affected. **The Seconding Entity shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the *ESR*'s failure to fully meet his/her responsibilities under the relevant national laws and/or regulations applying to the Seconding Entity.**

7. Intellectual Property

Any results, including information, whether or not they can be protected, arising out of the activities provided through this Agreement shall be the property of the Seconding Entity, unless otherwise agreed upon with the Hosting Entity.

Nothing in this Agreement shall be so construed or interpreted in any way as to confer ownership or any access rights on the Host Entity with regards to the results and information generated under the MoSaiQC Project or the information, copyrights, data, documents, materials or intellectual property rights owned by the other participants in the MoSaiQC Project.

In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the *ESR* within the context of this agreement, the Host Entity will enter into a separate Non-Disclosure Agreement (NDA) with the *Seconding Entity that is responsible for the ESR*. In the case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the *ESR*, this NDA will include specific provisions to ensure that the confidential information remains protected.

In the case that the *ESR* enjoys access rights to results and information generated within the MoSaiQC Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the *ESR* will ensure that the rights of the respective owner(s) are upheld in accordance with the MoSaiQC Grant Agreement and Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the *ESR* will treat all such information, results, copyrights, data, documents, materials or IPR as 'confidential information' in accordance with the terms of the MoSaiQC Grant Agreement Article 36.

The *ESR* shall inform the Seconding Entity and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this Agreement.

The *ESR* shall inform the Seconding Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the MoSaiQC Grant Agreement or Consortium Agreement.

8. Additional Remarks

Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the MoSaiQC Grant Agreement. Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the *ESR* at the Seconding Entity.

The period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see 'Termination' below) but cannot be reviewed later than *INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT*. Any proposed changes to the terms of this agreement shall be discussed and can be only agreed by the Parties in writing.

9. Termination

This Agreement shall be terminated if the *ESR's* appointment by the Seconding Entity is terminated for whatever reason. Either the Seconding Entity or the Host Entity may terminate this agreement before the end of the period with three months' notice in writing to the other party.

10. Signatures

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the *ESR*.

Signature	Date	Stamp
NAME		

TITLE

For and on behalf of the INSERT NAME AND ADDRESS OF SECONDING ENTITY

Signature Date Stamp

NAME

TITLE

For and on behalf of the INSERT NAME AND ADDRESS OF HOST ENTITY

Read and agreed:

Signature Date

NAME

ESR

Attachment 6: Consortium budget

The Parties agree to contribute, according to their budget share, to the consortium management budget and consortium research, training and networking budget, as indicated in the table below. The Coordinator will manage the consortium budget and will compensate any over/underspending with the final payment.

The Supervisory Board will have the power to change the centralized Consortium Budget. The initial plan for distribution of the financial contribution among Beneficiaries is estimated and may be altered upon decision by the Supervisory Board.

The following items are calculated in the consortium budget:

Centralized Management budget

- 0.4 fte Project Manager (at University of Amsterdam)
- 0.1 fte Project Coordinator
- travel costs Project Manager, Project Coordinator, External Advisory Board members
- organization of six network/training events, review meeting, final meeting
- website, data repository

Estimated budget: 322,500 euro

Centralized Research, Training and Networking budget (RTN)

- training provided by Partner Organisations, including travel costs
- organization of events: summer school, ESR-led event, job fair, international closing symposium
- educational outreach, incl Massive Open Online Course)

Estimated budget: 105,000 euro

Contribution to the consortium budget per partner:

Beneficiary	ESRs	Contribution to consortium budget			EU contribution	Man. + RTN Beneficiary
		Management	RTN	Total		
University of Amsterdam	3	64,500	21,000	85,500	324,000	238,500
University of Birmingham	2	43,000	14,000	57,000	216,000	159,000
Nicolaus Copernicus University	2	43,000	14,000	57,000	216,000	159,000
University of Copenhagen	2	43,000	14,000	57,000	216,000	159,000
Technische Universität Wien	1	21,500	7,000	28,500	108,000	79,500
University of Innsbruck	1	21,500	7,000	28,500	108,000	79,500
British Telecom	1	21,500	7,000	28,500	108,000	79,500
Teledyne UK Limited	1	21,500	7,000	28,500	108,000	79,500
Toptica	1	21,500	7,000	28,500	108,000	79,500
NKT Photonics	1	21,500	7,000	28,500	108,000	79,500
Total	15	322,500	105,000	427,500	1,620,000	1,192,500