

**ARPAE**  
**Agenzia regionale per la prevenzione, l'ambiente e l'energia**  
**dell'Emilia - Romagna**

\* \* \*

**Atti amministrativi**

Deliberazione del Direttore Generale	n. DEL-2022-121 del 29/09/2022
Oggetto	Struttura Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto Horizon Europe "Transformational and Robust Adaptation to water Scarcity and Climate change under Deep uncertainty" - TRANSCEND – ID 101084110.
Proposta	n. PDEL-2022-120 del 28/09/2022
Struttura proponente	Struttura Idro-Meteo-Clima
Dirigente proponente	Nanni Sandro
Responsabile del procedimento	Nanni Sandro

Questo giorno 29 (ventinove) settembre 2022 (duemilaventidue), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Dott. Giuseppe Bortone, delibera quanto segue.

**Oggetto:        Struttura Idro-Meteo-Clima. Presa d’atto dell’approvazione del progetto Horizon Europe “Transformational and Robust Adaptation to water Scarcity and Climate change under Deep uncertainty” - TRANSCEND - ID 101084110.**

**RICHIAMATO:**

- il Regolamento n. 695/2025 del Parlamento europeo e del Consiglio del 28 aprile 2021, che istituisce il programma quadro di ricerca e innovazione Orizzonte Europa e ne stabilisce le norme di partecipazione e diffusione, abrogando i regolamenti (UE) n. 1290/2013 e (UE) n. 1291/2013;

**PREMESSO:**

- che Orizzonte Europa (Horizon Europe 2021-2027) è il principale strumento con cui l’Unione Europea mira ad incentivare e finanzia la ricerca, l’innovazione e la competitività in Europa nel periodo 2021-2027, contribuendo al conseguimento degli obiettivi di sviluppo sostenibile dell’Agenda 2030 e dell’accordo di Parigi e rafforzando lo spazio europeo della ricerca;
- che per raggiungere questo obiettivo generale, Orizzonte Europa si focalizza su tre priorità (main pillars):
  - Eccellenza scientifica;
  - Sfide globali e competitività industriale europea;
  - Europa innovativa;

In particolare la seconda priorità è rivolta alle grandi questioni sociali e ambientali che si presenteranno nel prossimo futuro e che sono classificate nei seguenti poli tematici:

- Salute;
- Cultura, creatività e società inclusiva;
- Sicurezza civile per la società;
- Digitale, industria e spazio;
- Clima, energia e mobilità;
- Prodotti alimentari, bioeconomia, risorse naturali, agricoltura e ambiente;
- che i temi relativi all’ambiente inclusi nelle priorità individuate da Orizzonte Europa sono di grande interesse per Arpa;

**PRESO ATTO:**

- che l’accesso alle opportunità finanziarie previste da Orizzonte Europa avviene attraverso una selezione a seguito di presentazione di proposte progettuali successivamente all’emanazione di appositi bandi che definiscono priorità e temi di riferimento nonché

scadenze, modalità e requisiti di ammissibilità;

- che la partecipazione a progetti Orizzonte Europa può avvenire in forma di partner capofila, con compiti di coordinamento, partner, parte terza e subfornitore;
- che, in data 28 ottobre 2021, è stata avviata la procedura per la selezione di progetti nell'ambito della azione "Innovation Actions" sul tema: "Terra, mare e acqua per l'azione per il clima (Land, ocean and water for climate action)", bando ad una fase HORIZON-CL6-2022-CLIMATE-01 con scadenza al 23/02/2022;

#### VERIFICATO:

- che Arpae ha partecipato al suddetto bando quale partner della proposta progettuale "Transformational and Robust Adaptation to water Scarcity and Climate change under Deep uncertainty" - TRANSCEND - presentato sull'apposita piattaforma elettronica (Participant portal) dall'Università di Salamanca (Spagna), in qualità di partner capofila;
- che la citata proposta ha superato la fase di valutazione prevista e l'Università di Salamanca è stata invitata alla fase di negoziazione, svolta anch'essa tramite piattaforma elettronica;
- che, dopo le modifiche richieste, il progetto è stato definitivamente approvato e che indicativamente entro il mese di ottobre 2022 l'Università di Salamanca sottoscriverà apposito Accordo di Sovvenzione per la realizzazione del progetto TRANSCEND;
- che tutti i partner dovranno firmare apposito accordo di partenariato al fine di gestire al meglio tutte le attività previste nell'ambito del progetto;
- che, in data 13/09/2022, il capofila ha trasmesso (PG/2022/0150480) apposito schema di accordo di partenariato per eventuali osservazioni da parte dei partner ed ai fini della stesura dell'accordo definitivo, allegato al presente atto;

#### CONSIDERATO:

- che il progetto TRANSCEND avrà durata di 48 mesi a decorrere dal 1/01/2023 e un budget complessivo pari a Euro 4.474.768,75;
- che l'obiettivo principale del progetto TRANSCEND è identificare e catalizzare l'adozione di politiche di adattamento trasformativa (TAP) alla scarsità d'acqua, inclusi sistemi di allocazione innovativi e strumenti economici, che sono robusti e adattabili all'incertezza e al cambiamento, raggiungendo contemporaneamente una crescita economica equa e sostenibile. A tal fine, il progetto combinerà: (i) una rete di conoscenza per il coinvolgimento degli stakeholder e la condivisione della conoscenza; (ii) una suite di modellizzazione fruibile che si integra scienza socio ecologica interdisciplinare e previsione d'insieme per guidare la progettazione del TAP; (iii)

- contabilità e monitoraggio di un toolbox che supporti l'implementazione pratica del TAP;
- che compito di Arpae sarà: (i) collaborare allo sviluppo di un monitoraggio mirato e una serie di strumenti che permettano agli stakeholders di tener traccia degli indicatori di scarsità idrica e di disponibilità della stessa; (ii) analizzare gli impatti socio economici in un'ottica di cambiamento climatico; (iii) gestire tavoli di coordinamento tra stakeholders, favorire e coordinare l'implementazione delle azioni previste nel Piano di Comunicazione e Divulgazione;
  - che per la realizzazione del progetto potranno essere sostenuti da Arpae complessivamente costi per Euro 334.250,00 così articolati:

Costi di Personale:	Euro 210.000,00
Trasferte:	Euro 23.000,00
Altri costi:	Euro 34.400,00
Costi indiretti:	Euro 66.850,00
  - che, dal finanziamento per la partecipazione al progetto, deriverà per Arpae un'entrata pari a Euro 334.250,00;
  - che tale contributo sarà utilizzato da Arpae nel rispetto delle norme contenute nei richiamati regolamenti dell'Unione Europea e i costi sostenuti saranno rendicontati, secondo le scadenze stabilite nell'Accordo di Sovvenzione tra la Commissione Europea e il partner capofila;

**RITENUTO:**

- opportuno che Arpae partecipi, in qualità di partner al progetto finanziato dall'Unione Europea TRANSCEND, sottoscrivendo l'Accordo di partenariato;
- che la partecipazione al progetto TRANSCEND rappresenti per Arpae un'opportunità per migliorare, attraverso il contatto e lo scambio di esperienze con altri centri internazionali e di ricerca, lo stato delle conoscenze sugli aspetti legati alla gestione delle risorse idriche in condizioni di scarsità, alla quantificazione economica e alle politiche di adattamento;
- che in particolare nell'ambito del progetto saranno sperimentate sul territorio della nostra regione un "Lab" nel bacino del Reno, area in cui sperimentare l'applicazione delle politiche di adattamento che verranno definite in TRANSCEND;
- che la Struttura Idro-Meteo-Clima possa fornire competenze e risorse nell'ambito di tale progetto, che risulta di estremo interesse per l'Agenzia;
- di individuare il Responsabile della Struttura Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae Emilia-Romagna, nell'ambito del Progetto TRANSCEND, nei confronti del partner capofila, in particolare

sottoscrivendo apposito accordo di partenariato, finalizzato a disciplinare la collaborazione tra i partner nell'ambito del progetto;

- di delegare al Responsabile della Struttura Idro-Meteo-Clima l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, nel rispetto del budget assegnato;
- di individuare il Dott. Sandro Nanni, Responsabile della Struttura Idro-Meteo-Clima, quale coordinatore e la Dott.ssa Cinzia Alessandrini, Responsabile dell'Osservatorio Clima, quale responsabile tecnico-scientifico del Progetto TRANSCEND;

#### DATO ATTO:

- che il budget assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto è gestito dalla Struttura Idro-Meteo-Clima;
- che la Struttura Idro-Meteo-Clima potrà, nell'arco della durata del progetto, coinvolgere nella realizzazione delle attività altre strutture di Arpa, previo accordo con i relativi Responsabili in merito al monte ore previsto per l'impegno, dei collaboratori individuati e al corrispondente trasferimento di quote di budget;

#### SU PROPOSTA:

- del Responsabile della Struttura Idro-Meteo-Clima, Dott. Sandro Nanni, il quale ha espresso, ai sensi del Regolamento per l'adozione degli atti di gestione delle risorse dell'Agenzia approvato con D.D.G. n. 114 del 23/10/2020, il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

#### DATO ATTO:

- del parere di regolarità contabile espresso dal Dott. Giuseppe Bacchi, Responsabile del Servizio Amministrazione, Bilancio e Controllo Economico, ai sensi del Regolamento per l'adozione degli atti di gestione delle risorse dell'Agenzia approvato con D.D.G. n. 114 del 23/10/2020;
- del parere favorevole espresso dal Direttore Amministrativo, Dott.ssa Lia Manaresi, e dal Direttore Tecnico, Dott. Eriberto de' Munari, reso ai sensi dell'art. 9, comma 5, della L.R. n. 44/95;
- che il responsabile del procedimento è la Dott.ssa Cinzia Alessandrini, Responsabile dell'Osservatorio Clima di Arpa;

#### DELIBERA

1. di prendere atto dell'approvazione, da parte della Commissione Europea, del Progetto Horizon Europe "Transformational and Robust Adaptation to water Scarcity and Climate

chaNge under Deep uncertainty” - TRANSCEND - ID 101084110;

2. di dare atto che Arpae Emilia-Romagna riveste il ruolo di partner nell’ambito del progetto TRANSCEND di cui l’Università di Salamanca (Spagna) è partner capofila, con compiti di coordinamento;
3. di dare atto che il progetto di cui trattasi avrà durata di 48 mesi a decorrere dal 1/01/2023 e pertanto si concluderà il 31/12/2026;
4. di dare atto che per la realizzazione del progetto potranno essere sostenuti da Arpae complessivamente costi per per Euro 334.250,00 così articolati:

Costi di Personale:	Euro 210.000,00
Trasferte:	Euro 23.000,00
Altri costi:	Euro 34.400,00
Costi indiretti:	Euro 66.850,00
5. di dare atto che il costo complessivo stimato per la realizzazione delle attività previste nel progetto TRANSCEND da parte di Arpae è pari ad Euro 334.250,00; tale importo è coperto interamente dal contributo della Commissione Europea;
6. di dare atto che, per Arpae Emilia-Romagna, il soggetto competente all’attuazione e alla gestione del Progetto TRANSCEND è la Struttura Idro-Meteo-Clima;
7. di individuare il Responsabile della Struttura Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae Emilia-Romagna, nell’ambito del Progetto TRANSCEND, in particolare per la sottoscrizione dell’accordo di partenariato il cui schema è allegato sub A) al presente atto, e nei confronti di Università di Salamanca, coordinatore del progetto;
8. di delegare al Responsabile della Struttura Idro-Meteo-Clima l’adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali nel limite del budget assegnato;
9. di individuare il Dott. Sandro Nanni, Responsabile della Struttura Idro-Meteo-Clima, quale coordinatore e la Dott.ssa Cinzia Alessandrini, Responsabile dell’Osservatorio Clima, quale responsabile tecnico-scientifico del Progetto TRANSCEND;
10. di individuare nei seguenti collaboratori le competenze e le professionalità necessarie alla partecipazione di Arpae al progetto:
  - Dott. Sandro Nanni, con funzione di responsabile della partecipazione di Arpae al progetto;
  - Dott.ssa Cinzia Alessandrini, con funzione di supervisione tecnico-scientifica delle attività progettuali;

- Dott.ssa Giulia Villani, con funzione di collaboratore tecnico;
- Dott. Fausto Tomei, con funzione di collaboratore tecnico;
- Dott.ssa Rodica Tomozeiu, con funzione di collaboratore tecnico;
- Dott.ssa Giulia Caiani, con funzione di referente amministrativo e finanziario per la gestione del progetto;
- Rag.re Lucia Pirro e Luisella Iervolino, collaboratori amministrativi per la rendicontazione dei costi del progetto.

PARERE: FAVOREVOLE

IL DIRETTORE TECNICO

(F.to Dott. Eriberto de' Munari)

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Lia Manaresi)

IL DIRETTORE GENERALE

(F.to Dott. Giuseppe Bortone)

# Consortium Agreement



[TRANSCEND]

Version [1.0] – [29/08/2022]

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



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### Change Records

<b>Version</b>	<b>Date</b>	<b>Changes</b>
Version 1	29 <sup>th</sup> July 2022	First CA draft for PPs comments.
Version 2		
Version 3		
Version 4 final		

## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on [01/01/2023], hereinafter referred to as the Effective Date

### BETWEEN:

1. **[UNIVERSITY OF SALAMANCA, USAL]** with legal address in Patio de Escuelas, 1, 37008, Salamanca, SPAIN], **the Coordinator**
2. **[FONDAZIONE CENTRO EURO-MEDITERRANEOSUI CAMBIAMENTI CLIMATICI, CMCC]** with legal address in VIA MARCO BIAGI 5, 73100 , LECCE, ITALY
3. **[UPPSALA UNIVERSITET, UU]** with legal address in VON KRAEMERS ALLE 4, po box: 256, 751 05, UPPSALA SWEDEN.
4. **[FRESH-THOUGHTS CONSULTING GMBH, FTC]** with legal address in HUTTELDORFER STRASSE 215/29, 1140, WIEN, AUSTRIA
5. **[UNIVERSITAT POLITECNICA DE VALENCIA, UPV]** with legal address in CAMINO DE VERA SN EDIFICIO 3A, 46022, VALENCIA, SPAIN
6. **[STIFTELSEN THE STOCKHOLM ENVIRONMENT INSTITUTE, SEI]** with legal address in BOX 24218, po box: BOX 24218, 104 51 , STOCKHOLM, SWEDEN
7. **[AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-ROMAGNA, ARPAE]** with legal address in VIA PO 5, 40139, BOLOGNA, ITALY
8. **[SLOVENSKA AGENTURA ZIVOTNEHO PROSTREDIA, SAŽP]** with legal address in TAJOVSKÉHO 28, 975 90, BANSKA BYSTRICA, SLOVAKIA
9. **[SEVEN ENGINEERING CONSULTANTS OE, SEVEN]** with legal address in KALLIDROMIOU ODOS 91, 10683 ATHENS, ATHINA, GREECE
10. **[AMERICAN UNIVERSITY OF BEIRUT, AUB]** with legal address in BLISS STREET, po box: 11 0236, 1107 2020, BEIRUT, LEBANON
11. **[KRITI, KRITI]** with legal address in Plateia Eleftherias 71201, HERAKLION, GREECE
12. **[SLOVENSKY VODOHOSPODARSKY PODNIK STATNY PODNIK, SVP]** with legal address in RADNICNE NAMESTIE 8, 969 55 , BANSKA STIAVNICA, SLOVAKIA
13. **[INSTITUTE FOR RESOURCE ANALYSIS AND POLICY, IRAP]** with legal address in 202, RIVIERA, DWARAKAPURI COLONY, PANJAGU, 500 082, HYDERABAD, INDIA – **Associated Partner**

**14. [AZ BOARD OF REGENTS ON BEHALF OF ARIZONA STATE UNIVERSITY, ASU]** with legal address in 660 S Mill Ave. 85287-6011 Tempe, UNITED STATES – **Associated Partner**

**15. [UNIVERSITY OF MANCHESTER, UoM]** with legal address in OXFORD ROAD, M13 9PL, MANCHESTER, UNITED KINGDOM – **Associated Partner**

hereinafter, jointly or individually, referred to as "Parties" or "Party", furthermore, the Parties: 13, 14 and 15 are also jointly or individually referred to as "Associated partners" or "Associated partner",

relating to the Action entitled

**[Transformational and Robust Adaptation to water Scarcity and Climate change under Deep uncertainty]**

in short

**[TRANSCEND]**

hereinafter referred to as "Project"

## **WHEREAS:**

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **Definitions**

### **Definitions**

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

## 1.1 Additional Definitions

### **“Consortium Body”**

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

### **“Consortium Plan”**

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

### **“Granting Authority”**

means the body awarding the grant for the Project.

### **“Defaulting Party”**

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

### **“Needed”**

means:

*For the implementation of the Project:*

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

*For Exploitation of own Results:*

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

### **“Software”**

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

## **2 Purpose**

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

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

### **3.1 Entry into force**

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

The rights and obligations of the Parties under this Consortium Agreement shall apply to Associated Partners, unless otherwise specified in the Agreement.

As it concerns Associated Partner, by signing this Consortium Agreement the Associated Partner declares that it will carry its tasks in accordance with Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) of the Grant Agreement, of which provisions it is aware of and accepts.

Associated Partners are also obliged to comply with the principles set out in Annex 5 to the GA to extent it concerns them.

The Associated Partner hereby agrees that the bodies mentioned in Article 25 of Grant Agreement (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the Associated Partner.

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

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

### **3.2 Duration and termination**

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

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

If

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

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

Beyond that, termination of this Agreement during the fixed duration of the Consortium Agreement is only possible for crucial cause, not listed above.

This Consortium Agreement may also be terminated by mutual agreement of the Parties for the reasons set out above.

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

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

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

## **4 Responsibilities of Parties**

### **4.1 General principles**

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

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

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

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

## **Breach**

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

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

The decision to terminate the participation of the Defaulting Party shall be taken unanimously by the non-defaulting Parties.

The termination procedures above mentioned shall be rightfully applied without prior appeal to any legal authorities and without prejudice to potential damages.

In the event of the termination of the Defaulting Party's participation, the non-defaulting Parties shall examine the consequences of the default on the implementation of the Project and shall seek in good faith to remedy the situation (i.e. transfer of tasks of Defaulting Party on remaining Parties, accession of a new Party etc.)

In case the implementation of the Project cannot be followed up, the Parties shall terminate the Consortium Agreement, subject to prior approval by the Granting Authority.

The Defaulting Party shall communicate to the other Parties, complimentary and without delay, all records, data and information needed to enable them to pursue the Project without it.

Similarly, the Defaulting Party will not oppose, to the other Parties, its intellectual property rights exploitation for the continuation of the Project and agrees to negotiate the terms of a license for the exploitation of its Results and possibly its Background in the conditions of Section 9 below.

All Project deliverables and output produced to date of termination of this Agreement within the Project resources, shall be used by the Project Consortium free from any obligations to Defaulting Party, maintaining intellectual property rights in terms of co-authorship and acknowledgement, but free from any financial obligations, if used within the Project or during dissemination of the Project Results. The Defaulting Party cannot prevent publication of those outputs or deliverables. When co-authorship on



the part of Defaulting Party cannot be established, then the principal investigator from the Defaulting Party shall be listed as co-author of the publication.

Subject the provisions mentioned above, the right of termination does not relieve the Defaulting Party to fulfil its obligations until the effective date of termination, with the rule laid down in point 3.3. of this Consortium Agreement. The Access rights eventually acquired by the Defaulting Party under the Section 9 above shall terminate according with 9.7.2.1.1.

## **4.2 Involvement of third parties**

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

### **Specific responsibilities regarding data protection**

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

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

## **5 Liability towards each other**

### **5.1 No warranties**

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 entities under the same control) exercising its Access Rights.

## **5.2 Limitations of contractual liability**

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

A Party's aggregate liability towards the other Parties collectively shall be limited to [Insert: once or twice] the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

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

## **5.3 Damage caused to third parties**

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

## **5.4 Force Majeure**

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

Each Party will notify the Steering Committee of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Steering Committee.

## **Export control**

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

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

## 6 Governance structure

### General structure

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

**(i) Coordinator**

The legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. The Coordinator has overall responsibility for the smooth running of the project implementation and of the timely submission of high-quality deliverables.

**(ii) Management board (MB)**

The MB supervises implementation of the key consortium plans (Dissemination, Exploitation and Communication, Data Management Plan) and project progress. The MB is integrated by the Project General Coordinator (PGC), Project Manager (PM), and WP leads and co-leads, and will meet online every 3 months to monitor and review the progress and results, conduct quality control (internal review), proactively identify critical risks & challenges, and revise the contingency risk measures.

**(iii) Management Board MB**

The Steering Committee is the decision-making body on issues steering the project processes, it monitors and analyses the actions progress and if necessary proposes actions/decisions to the Steering Committee if required for the implementation of the work plan and in accordance to the Grant and Consortium Agreements. The MB is integrated by the Project General Coordinator (PGC), Project Manager (PM), and WP leads and co-leads, and will meet online every 3 months to monitor and review the progress and results, conduct quality control (internal review), proactively identify critical risks & challenges, and revise the contingency risk measures.

**(iv) Steering Committee (SC)**

Forum for the general discussion of all issues of the project. Decides on general processes taking into account proposal and suggestions of the Coordinator and the MB. The SC is composed of one representative from each consortium member, and will meet every 6 months to deliberate on strategic choices such as amendments of the Grant Agreement and Consortium Agreement. Over the lifetime of TRANSCEND, there will be four in person General Assemblies including SC meetings, which will be combined with online SC meetings, as well as other SC extraordinary meetings where needed.

**(v) The Project Coordination Unit (PCU)**

The PCU is responsible for the management of TRANSCEND. The PCU includes the Project General Coordinator, a deputy coordinator, the Project Manager, an administrative assistant and a financial assistant, as well as an ethics mentor appointed by the coordinator financial & legal departments. The Project Manager supported by the administrative assistant will be in charge of:

- 1) the day-to-day management of the action;
- 2) monitoring of planning and progress of the action;
- 3) proposals for corrective and preventive actions;
- 4) facilitating the communication within the consortium;
- 5) coordinating the reporting for the European Commission;
- 6) setting up of project meetings and reviews;
- 7) making sure that project outputs (documents etc.) are made available and shared with the partners.

The financial assistant is in charge of monitoring of the project finances, supporting the partners in the implementation of the financial rules of Horizon Europe and requirements deriving from the Grant and the Consortium Agreement, supporting the partners in preparing their interim financial payment requests.

**(vi) External Advisory Board (EAB)**

The EAB is an advisory body composed of outstanding science, finance and policy experts. The EAB will provide advice on scientific direction and impacts, help to identify existing synergies, support impactful exploitation, and conduct quality control as part of our external review strategy (complemented and supported by stakeholders as part of our open-science strategy).

**Operational procedures for the Steering Committee:**

**Representation in meetings**

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.

**Preparation and organisation of meetings**

Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
Steering Committee	At least once a year	At any time upon written request of the SC or a third (1/3) of the Members of the GA
Management Board	At least twice a year	At any time upon written request of any Member of the SC

**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
Steering Committee	30 calendar days	15 calendar days
Management Board	7 calendar days	7 calendar days

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.

Steering Committee	14 calendar days, 7 calendar days for an extraordinary meeting
Management Board	5 calendar days

Adding agenda items:

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

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

Steering Committee	10 calendar days, 5 calendar days for an extraordinary meeting
Management Board	4 calendar days

#### 6.1.1.1

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

#### 6.1.1.2

Meetings of the Steering Committee may also be held by tele- or videoconference or other telecommunication means.

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

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.

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. 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.

### **Voting rules and quorum**

6.1.1.3 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 fifteen (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.

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

A Party may not vote on its identification to be in breach and on the decision of the decision-making body for the declaration of such Party to be a Defaulting Party nor shall their presence account for the necessary quorum. A Party which the Steering Committee has declared according to Section 4.2 to be a Defaulting Party may not vote, nor shall their presence account for the necessary quorum.

The Coordinator may not vote on decisions regarding a proposal to the Commission for a change of the Coordinator.

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast, subject to those provisions in the Agreement where different rules are provided for.

6.2.3.5 The present or represented Members may decline to participate in a vote of the Steering Committee by stating that they abstain, in which case they shall not be counted for the purposes of determining the majority of the votes as described in Section 6.2.3.4. On the contrary, the abstaining Members shall be counted for the purpose of determining the quorum of validity according to 6.2.3.1.

6.2.3.6 When a decision has been adopted or rejected, it may be reconsidered and proposed in the next meeting of the Steering Committee only if the request comes at the initiative of at least two-thirds of the Members.

### **Decisions without a meeting**

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Steering Committee a suggested decision with a deadline for responses, including veto notification, of at least 10 calendar days after receipt by a Party the suggested decision and
- b) the decision is then agreed by the defined majority (see Section 6.3.4.4. of all Members of the Committee.

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

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

### **Veto rights**

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

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

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 fifteen (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.

The exercise of the veto shall be supported by a written justification by the Party exercising such veto:

- within ten (10) calendar days after the meeting at which the veto is exercised or

- within ten (10) calendar days after the draft minutes are sent.

In both cases the written justification will be made available to all Parties.

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

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

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

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

### **Minutes of meetings**

The chairperson shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

#### **6.1.1.4**

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

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

### **6.1.2 6.3 Specific operational procedures for the Consortium Bodies**

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

The following decisions shall be taken by the Steering Committee:



## Content, finances and intellectual property rights

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

## Evolution of the consortium

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

## Appointments

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

- External Expert Advisory Board Members

In the case of abolished tasks as a result of a decision of the Steering Committee, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

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

### **Steering Committee**

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

#### Members

The Steering Committee shall consist of one (1) representative of each Party (hereinafter Steering Committee Member).

Each Steering Committee 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.

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

The Parties agree to abide by all decisions of the Steering Committee. 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.

#### Decisions

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

The following decisions shall be taken by the Steering Committee:

#### Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority,
- Changes to the project plans (Consortium Plan, Project Exploitation, Communication and Dissemination Plan, Data Management 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,
- 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

- the appointment if necessary of the Management Board Members.

#### **Management Board**

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

##### Members

The Management Board (MB) shall consist of the Project General Coordinator (PGC), Project Manager (PM) and Work Package Leaders and co-Leaders (WPLs).

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

##### Minutes of meetings

Minutes of MB meetings, once accepted, shall be sent by the Project Manager to the Steering Committee Members for information.

##### Tasks

The MB supervises implementation of the Consortium Plans: The Project Exploitation, Communication and Dissemination Plan, Data Management Plan.

The MB shall seek a consensus among the Parties.

The MB shall prepare the proposal of decisions that are to be decided by the SC. The MB shall be responsible for the proper execution and implementation of the decisions of the SC.

The MB shall collect information at least every six (6) months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plans and, if necessary, propose modifications of the Consortium Plans to the SC.

The MB is responsible for identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement,

If needed, the MB shall advise the SC on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

### **Coordinator**

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

The Parties have established the **University of Salamanca** as a Coordinator who shall assume the task of coordination.

### **Tasks**

In particular, the Coordinator shall be responsible for:

- signing the Grant Agreement and amendments to Grant Agreement with Granting Authority on behalf of Consortium, after acceptance of the content of the Grant Agreement and changes to it by the Partners
- synchronising the Project start with the Parties,
- representing the Consortium in contacts with external entities and institutions in connection with the implementation of the Project,
- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement,
- keeping the address list of Members and other contact persons updated and available,
- compiling and communicating scientific progress reports to Parties every six (6) months, as well as a final activity report by the end of the Project;

- establishing, disseminating and updating the schedule of the Project as well as monitoring its implementation;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority,
- preparing the meetings, proposing decisions and preparing the agenda of Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- collecting solution proposals from the Parties in case a difficulty arises, disseminating them among the Parties, summarize them and implementing the proposal that has been selected by the Parties;
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section Payments
- 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.
- coordination of the dissemination activities of the Project Results,
- signing the accession document (Attachment 2) on behalf of the Consortium.

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

Associated Partner shall assist the Coordinator with uploading any information to the EU & Tenders Portal, which the Associated partner is obligated to provide. The Coordinator shall not take any responsibility for the accuracy, completeness or correctness of the information provided by the Associated partner for such purpose. The Associated partner is responsible for ensuring that the necessary information is provided in such a timely manner as to allow the Coordinator to upload such information in due time.

Liability of Parties towards the Coordinator

Each Party shall perform and fulfil, promptly and on time, the following obligations:

- providing the Coordinator with all necessary information and documents related with the implementation of the Project;
- reporting progress of its part of the work to the Coordinator, according to the reporting periodicity;
- notifying the Coordinator promptly of any difficulty that might be detrimental to the execution of the Project, including delays in implementation of its part of the work in the Project, Force Majeure or restriction concerning Export Control;
- providing the Coordinator within due date with all necessary information and documents necessary to establish the irrelevant reports to be submitted,
- submitting explanations and corrections or additions to documents or information at the Coordinator's request,
- notifying the Coordinator of planned dissemination of own or joint Results,
- notifying the Coordinator of change of contact persons or their details or address.
- notifying promptly about any legal and organizational changes that could have a direct impact on the implementation of its part of the work in the Project.

Associated Partner shall assist the Coordinator with uploading any information to the EU & Tenders Portal, which the Associated partner is obligated to provide. The Coordinator shall not take any responsibility for the accuracy, completeness or correctness of the information provided by the Associated partner for such purpose. The Associated partner is responsible for ensuring that the necessary information is provided in such a timely manner as to allow the Coordinator to upload such information in due time.

If the Coordinator fails in its coordination tasks, the SC may propose to the Funding Authority to change the Coordinator.

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

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

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

## **Financial provisions**

The provisions of Section 7 of this Consortium Agreement do not apply to Associated Partners (Party no 13, 14 and 15) which will be granted funding by their relevant funding authorities. The Associated

Partners are obliged to inform the Coordinator and Steering Committee about any circumstances that might result in withholding or revoking funding by their relevant funding authorities.

## **6.3 General Principles**

### **6.3.1 Distribution of Financial Contribution**

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

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

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

### **6.3.2 Justifying Costs**

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

### **Funding Principles**

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

A 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.

### **Excess payments**

A Party has received excess payment

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

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

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

## **Revenue**

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

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

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

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

## **Payments**

### **Payments to Parties are the exclusive task of the Coordinator.**

In particular, the Coordinator shall:

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



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

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

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

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

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

## **7 Results**

### **Ownership of Results**

Results are owned by the Party that generates them.

Potential new patents resulting from such Results shall be taken out only for the account and at the expenses of the above-mentioned Party, and on its own initiative.

#### **7.1 Joint ownership**

Two or more Parties own results jointly if they have jointly generated them and it is not possible to:

- establish the respective contribution of each Party, or
- separate them for the purpose of applying for, obtaining or maintaining their protection.

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

- Jointly owned results, including potential new patents resulting from such Results, will be owned by the Parties according to the proportion of their intellectual, human, material and financial contributions, in accordance with provisions set out below, unless otherwise agreed in writing.

- Joint owners following identification of the jointly owned Results, to ensure compliance with their obligations under this Agreement and Grant Agreement, will enter into negotiations to conclude a joint ownership and management agreement, including the allocation and terms of exercise of their joint ownership, within 6 months of the identification of Results that is subject to the joint rights, but no later than 18 months after the end of the Project.
  
- Jointly owned Results consisting in a new patent or software shall be subject of a joint ownership and management agreement by co-owning Parties as soon as necessary, prior to any dissemination or industrial/commercial exploitation of jointly owned Results.

The parties will determine the detailed rules for the exploitation of joint ownership rights of jointly owned Results, including granting access rights and for their transfer between partners or to third parties.

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

The Parties agree that any direct and/or indirect exploitation by one co-owning Party of jointly owned Results in commercial purpose shall result in a financial compensation for the other co-owning Parties' benefit, under the conditions subsequently defined in the above-mentioned agreement.

If third parties (including employees and other personnel) may claim rights to the Results, the Party concerned must ensure that those rights can be exercised in a manner compatible with its obligations under the Agreement.

According to the Grant Agreement the Parties must indicate the owner(s) of the results (results ownership list) in the final periodic report.

Unless otherwise agreed:

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

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

## **7.2 Transfer of Results**

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

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

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

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

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

### **8.3.6.**

Transfer of joint Results or share in joint Results shall be the subject of joint ownership agreement according with Section 8.2.

## Dissemination

For the avoidance of doubt, the confidentiality obligations set out in Section Non-disclosure of information apply to all dissemination activities described in this Section Dissemination as far as Confidential Information is involved.

### 7.2.1 Dissemination of own (including jointly owned) Results

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

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

An objection is justified if

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

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

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

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 60 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

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

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published. For the avoidance of doubt, the mere absence of an objection according to section 8.4.2.2 shall not be considered as an approval.

### **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.

### **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.

#### **8.4.6. Authorship**

In all publications using data from a particular Partner, the name of the representative of this Partner, which is co-author shall be included in the publication. Parties should contact the applicable Partner to provide a name of the applicable co-author or co-authors.

### **8.5. Open Science**

The Parties acknowledge the rules and the procedures of the Grant Agreement set out in Annex 5, Section Open Science for to be respected in the frame of this Project.

## **8 Access Rights**

### **8.1 Background included**

Access rights are governed by Grant Agreement Article 16 and its Annex 5, Section Access rights to results and background, with the following additions:

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.

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

## **8.2 General Principles**

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.

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

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

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

## **Access Rights for implementation**

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

Access Rights granted by Associated Partner to the beneficiary for the performance of its own work must include the irrevocable right to forward to the Grant Authority non-sensitive information relating to the Project and materials and documents received from the Associated Partner (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the Project or afterwards. The extent of the Granting Authority's use of these items is set out in Article 16.3 of the GA.

### **8.3 Access Rights for Exploitation**

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

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

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

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

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

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

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

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree

with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control [listed in Attachment 4]. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

## **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.

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

### **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.

### **Parties leaving the consortium**

Access Rights granted to a leaving Party

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 Steering Committee to terminate its participation in the consortium.



## Non-defaulting Party

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

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

## 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.

## **8.4 Specific Provisions for Access Rights to Software**

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section Access Rights 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.

## **9.9. Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions**

Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions are governed by the Grant Agreement Article 16 and its Annex 5, Section: Access rights to results and background, sub-section: Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions

## **Non-disclosure of information**

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

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information 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 complies with the confidentiality obligations herein contained with respect to such copy.

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

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

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

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section hereunder.

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

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

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

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

## **9 Miscellaneous**

### **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 )
  
- Attachment 4 (Identified entities under the same control )
  
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section Governance structure)

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.

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

Except as otherwise provided in Section Errore: sorgente del riferimento non trovata, 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.

### **Formal and written notices**

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

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

Formal notices:

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

Written notice:

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

## **Assignment and amendments**

Except as set out in Section Two or more Parties own results jointly if they have jointly generated them and it is not possible to:, 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 require a separate written agreement to be signed between all Parties, unless otherwise provided in the Agreement.

## **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.

## **Language**

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

## **Applicable law**

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

## **Settlement of disputes**

The Parties shall endeavour to settle their disputes amicably.

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

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

## **Signatures**

### **AS WITNESS:**

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

**[UNIVERSITY OF SALAMANCA, USAL]**

Signature(s)

Name(s) Mr José Miguel Mateos Roco

Title(s) Vice-Chancellor for Research and Knowledge Transfer

Date

[It is recommended to insert a new page for each signature.]

**[FONDAZIONE CENTRO EURO-MEDITERRANEO SUI CAMBIAMENTI CLIMATICI, CMCC]**

Signature(s)

Name(s)

Title(s)

Date

**[UPPSALA UNIVERSITET, UU]**

Signature(s)

Name(s)

Title(s)

Date

**[FRESH-THOUGHTS CONSULTING GMBH, FTC]**

Signature(s)

Name(s)

Title(s)

Date

**[UNIVERSITAT POLITECNICA DE VALENCIA, UPV]**

Signature(s)

Name(s)

Title(s)

Date

**[STIFTELSEN THE STOCKHOLM ENVIRONMENT INSTITUTE, SEI]**

Signature(s)



Name(s)

Title(s)

Date

**[AGENZIA REGIONALE PER LA PREVENZIONE, L'AMBIENTE E L'ENERGIA DELL'EMILIA-  
ROMAGNA, ARPAE]**

Signature(s)

Name(s)

Title(s)

Date

**[SLOVENSKA AGENTURA ZIVOTNEHO PROSTREDIA, SAŽP]**

Signature(s)

Name(s)

Title(s)

Date

**[SEVEN ENGINEERING CONSULTANTS OE, SEVEN]**

Signature(s)

Name(s)

Title(s)

Date

**[AMERICAN UNIVERSITY OF BEIRUT, AUB]**

Signature(s)

Name(s)

Title(s)

Date

**[KRITI, KRITI]**

Signature(s)

Name(s)

Title(s)

Date

**[SLOVENSKY VODOHOSPODARSKY PODNIK STATNY PODNIK, SVP]**

Signature(s)

Name(s)

Title(s)

Date

**[INSTITUTE FOR RESOURCE ANALYSIS AND POLICY, IRAP]**

Signature(s)

Name(s)

Title(s)

Date

**[AZ BOARD OF REGENTS ON BEHALF OF ARIZONA STATE UNIVERSITY, ASU]**

Signature(s)

Name(s)

Title(s)

Date

**[UNIVERSITY OF MANCHESTER, UoM]**

Signature(s)

Name(s)

Title(s)

Date

## Attachment 1: Background included

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

PARTY 1

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

[Option 1 start]

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

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

[Same for PARTY 2, PARTY 3, etc]

## Attachment 2: Accession document

ACCESSION

**of a new Party to**

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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



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

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

## **[Option: Module GOV LP]**

Governance structure for Medium and Large Projects

[To use the following paragraphs it is recommended to do as follows: (1) Select all the flowing clauses, (2) use Ctrl+X to cut the text (it will be stored in a clipboard), (3) select all clauses in section 13.1 to 13.7 including that section header, and (4) use Ctrl+P to insert. Using this process preserves cross references. These may need to be refreshed/updated]

### **9.1 General structure**

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

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

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

#### **9.2.1 Representation in meetings**

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

Any Member:

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

and shall participate in a cooperative manner in the meetings.

## 9.2.2 Preparation and organisation of meetings

### 9.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least quarterly	At any time upon request of any Member of the Executive Board

### 9.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

### 9.2.2.3 Sending the agenda

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

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days

### 9.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days

#### 9.2.2.5

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

#### 9.2.2.6

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

#### 9.2.2.7

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

#### 9.2.2.8

##### *Decisions without a meeting*

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

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

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

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

### **9.2.3 Voting rules and quorum**

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

If the quorum is not reached, the chairperson of the 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 is present or represented.

#### **9.2.3.1**

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

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

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

### **9.2.4 Veto rights**

#### **9.2.4.1**

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

#### **9.2.4.2**

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

#### **9.2.4.3**

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

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

#### 9.2.4.4

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

#### 9.2.4.5

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 the Parties.

#### 9.2.4.6

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

#### 9.2.4.7

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

### **9.2.5 Minutes of meetings**

#### 9.2.5.1

The chairperson of a Consortium Body shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting.

#### 9.2.5.2

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

#### 9.2.5.3

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

## 9.3 Specific operational procedures for the Consortium Bodies

### 9.3.1 General Assembly

In addition to the rules described in Section General operational procedures for all Consortium Bodies, the following rules apply:

#### 9.3.1.1 Members

##### 9.3.1.1.1

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

##### 9.3.1.1.2

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

##### 9.3.1.1.3

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

##### 9.3.1.1.4

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

#### 9.3.1.2 Decisions

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

In addition, all proposals made by the Executive Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority



- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section )
- [Additions to Attachment 4 (Identified entities under the same control)]

#### Evolution of the consortium

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

#### Appointments

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

- Executive Board Members

- External Expert Advisory Board Members

### **9.3.2 Executive Board**

In addition to the rules in Section General operational procedures for all Consortium Bodies, the following rules shall apply:

#### 9.3.2.1 Members

The Executive Board shall consist of the Coordinator and the representatives of the Parties appointed to it by the General Assembly.

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise by a majority of two-thirds.

#### 9.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

#### 9.3.2.3 Tasks

##### 9.3.2.3.1

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section Decisions.

##### 9.3.2.3.2

The Executive Board shall seek a consensus among the Parties.

##### 9.3.2.3.3

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

##### 9.3.2.3.4

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

##### 9.3.2.3.5

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

#### 9.3.2.3.6

The Executive Board shall:

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

#### 9.3.2.3.7

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

### **9.4 Coordinator**

#### **9.4.1**

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

#### **9.4.2**

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned

- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section Payments
- 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 Granting Authority in time.

#### **9.4.3**

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

#### **9.4.4**

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

#### **9.4.5**

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

### **9.5 [Optional, where foreseen in the Grant Agreement or otherwise decided by the consortium: External Expert Advisory Board (EEAB)]**

An External Expert Advisory Board (EEAB) will be appointed and steered by the Executive Board. The EEAB shall assist and facilitate the decisions made by the General Assembly.

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

[Optional: By way of exception to Section above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the EEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EEAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the EEAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.]

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

## **[Option: MODULE IPR SC] Specific Software provisions for the Access Rights Section 9.8**

[To use the following paragraphs it is recommended to do as follows: (1) Select all the flowing clauses, (2) use Ctrl+X to cut the text (it will be stored in a clipboard), (3) select all clauses in section 9.8, including that section header, and (4) use Ctrl+P to insert. Using this process preserves cross references. These may need to be refreshed/updated]

### **9.6 Specific provisions for Access Rights to Software**

#### **9.6.1 Definitions relating to Software**

“Application Programming Interface” or “API”

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

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

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

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

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

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

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

### **9.6.2 General principles**

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section Access Rights are applicable also to Software as far as not modified by this Section Specific provisions for Access Rights 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 Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

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

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

### **9.6.3 Access to Software**

Access Rights to Software that is Results shall comprise:

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

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

### **9.6.4 Software license and sublicensing rights**

#### 9.6.4.1 Object Code

##### 9.6.4.1.1 Results - Rights of a Party

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

- to make an agreed number of copies of Object Code and API; and

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

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

If it is intended to use the services of a third party for the purposes of this Section Results - Rights of a Party, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section General operational procedures for all Consortium Bodies of this Consortium Agreement.

#### 9.6.4.1.2 Results - Rights to grant sublicenses to end-users

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

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

#### 9.6.4.1.3 Background

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

### 9.6.4.2 Source Code

#### 9.6.4.2.1 Results - Rights of a Party

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

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



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

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

Further sublicensing of Source Code is explicitly excluded.

#### 9.6.4.2.3 Background

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

### **9.6.5 Specific formalities**

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

N. proposta: PDEL-2022-120 del 28/09/2022

**Centro di Responsabilità: Struttura Idro-Meteo-Clima**

**OGGETTO: Struttura Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto Horizon Europe "Transformational and Robust Adaptation to water Scarcity and Climate change under Deep uncertainty" - TRANSCEND – ID 101084110.**

**PARERE CONTABILE**

Il sottoscritto Dott. Giuseppe Bacchi Reggiani, Responsabile del Servizio Amministrazione, Bilancio e Controllo economico, esprime parere di regolarità contabile ai sensi del Regolamento Arpae per l'adozione degli atti di gestione delle risorse dell'Agenzia.

Data 28/09/2022

Il Dirigente

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