

**Joint Action on Implementation of Best Practises in  
the area of Mental Health  
JA-02-202 Number 101035969**

**Consortium Agreement**

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## CONSORTIUM AGREEMENT

This CONSORTIUM AGREEMENT is based upon

- the REGULATION (EU) No 282/2014 of the European Parliament and the European Council of 11 March 2014 on the establishment of a third Programme for the Union's action in the field of health (2014-2020).
- the Guide for Applicants (Project Grants, Operating Grants) Version 2.0, January 2020,
- the Eligibility, Selection and award criteria for Joint Actions 2020<sup>1</sup>;
- the Regulation 2018/1046 (EU Financial Regulation),

and

the Grant Agreement and its Annexes, (Grant Agreement Number – 101035969 JA-02-2020), between European Health and Digital Executive Agency (HaDEA), acting under powers delegated by the Commission of the European Communities (“EC”) and the beneficiaries of the Grant Agreement concerning the action: “*Joint Action on Implementation of Best Practices in the area of Mental Health*” hereinafter referred to as “or JA-02-2020” or “JA ImpleMENTAL”

and is made on 1<sup>st</sup> October 2021, hereinafter referred to as the “Effective Date”

[https://ec.europa.eu/health/funding/adoption\\_workplan\\_2020\\_en](https://ec.europa.eu/health/funding/adoption_workplan_2020_en)

### BETWEEN:

The Coordinator, **NATIONAL PUBLIC HEALTH ORGANIZATION (ETHNIKOS ORGANISMOS DIMOSIAS YGEIAS) (NPHO)** (Registration ID: 997032451), established in 3-5 Agrafon street, Amarousion, Athens Greece P.O. 15123 (VAT number: EL997032451), represented for the purposes of signing the Agreement by the Chairman of the Board, Theoklis Zaoutis and the following other beneficiaries, who have signed their “Accession Form” (see Annex 3 and Article 40 of the Grant Agreement– 101035969 JA-02-2020):

**3. NATSIONALEN CENTAR PO OBSHTESTVENO ZDRAVE I ANALIZI (NCPHA)**, established in ACAD IVAN GESHOV BLVD 15, SOFIA 1431, Bulgaria, VAT number: BG176094665,

**4. HRVATSKI ZAVOD ZA JAVNO ZDRAVSTVO (CIPH)**, established in ROCKEFELLEROVA 7, ZAGREB 10000, Croatia, VAT number: HR75297532041,

**5. ORGANISMOS KRATIKON YPIRESION YGEIAS (MHS CYPRUS)**, established in ALUMINIUM TOWER, AGIOU ANTONIOU 2, AGLANTZIA NICOSIA 2100, Cyprus, VAT number: CY18007761X,

**6. MINISTERSTVO ZDRAVOTNICTVI CESKE REPUBLIKY (MZCR)**, established in PALACKEHO NAMESTI 375/4, PRAHA 12801, Czech Republic,

**7. SOTSIAALMINISTEERIUM (MSAE)**, established in Suur-Ameerika 1, TALLINN 10122, Estonia,

**8. TERVEYDEN JA HYVINVOINNIN LAITOS (THL)**, established in MANNERHEIMINTIE 166, HELSINKI 00271, Finland, VAT number: FI22295006,

**9. MINISTERE DES AFFAIRES SOCIALES ET DE LA SANTE (MOH FRANCE)**, established in AVENUE DUQUESNE 14, PARIS CEDEX 75350, France, VAT number: N/A,

**10. BUNDESZENTRALE FUR GESUNDHEITLICHE AUFKLAERUNG (BZgA)**, established in MAARWEG 149-161, KOLN 50825, Germany, VAT number: DE122948246,

**11. ORSZAGOS KORHAZI FOIGAZGATOSAG (OKFO)**, established in DIOS AROK 3, BUDAPEST 1125, Hungary, VAT number: HU15845883,

**12. EMBAETTI LANDLAEKNIS (DOHI)**, established in BARONSSTIG 47, REYKJAVIK 101, Iceland,

- 13. REGIONE LOMBARDIA (LOMBARDY REGION)**, established in PIAZZA CITTA DI LOMBARDIA 1, MILANO 20124, Italy, VAT number: IT12874720159,
- 14. LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM)**, established in VILNIAUS G 33, VILNIUS LT 01506, Lithuania,
- 15. MINISTRY FOR HEALTH - GOVERNMENT OF MALTA (MFH)**, established in Palazzo Castellania, Merchants Street 15, Valletta VLT 200, Malta, VAT number: MT12979127,
- 16. STICHTING TRIMBOS- INSTITUUT, NETHERLANDS INSTITUTE OF MENTAL HEALTH AND ADDICTION (TRIMBOS)**, established in DA COSTAKADE 45, UTRECHT 3521 VS, Netherlands, VAT number: NL805514806B01,
- 17. HELSEDIRIKTORATET (HDIR)**, established in VITAMINVEIEN 4, OSLO 0213, Norway, VAT number: NO983544622,
- 18. INSTITUT ZA ZASTITU ZDRAVLJA SRBIJEDR MILAN JOVANOVIĆ BATUĆ (IPHS)**, established in DR SUBOTICA STREET 5, BEOGRAD 11000, Serbia, VAT number: RS102000930,
- 19. NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ)**, established in TRUBARJEVA CESTA 2, LJUBLJANA 1000, Slovenia, VAT number: SI44724535,
- 20. SERVICIO MURCIANO DE SALUD (SMS)**, established in C CENTRAL 7, MURCIA 30100, Spain, VAT number: ESQ8050008E,
- 21. FOLKHALSOMYNDIGHETEN (FOHM/PHAS)**, established in NOBELS VAG 18, SOLNA 171 82, Sweden, VAT number: SE202100654501,
- 22. GESUNDHEIT OSTERREICH GMBH (GÖG)**, established in STUBENRING 6, WIEN 1010, Austria, VAT number: ATU62777178, — as from 16 March 2022 \*

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

relating to the Action entitled “Joint Action on Implementation of Best Practices in the area of Mental Health”  
in short,  
“JA-02-2020 or JA ImpleMENTAL

hereinafter referred to as “Project”

#### **WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the third Health programme.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement number 101035969 signed by the Parties and the EC (hereinafter “Grant Agreement” and “GA”).

The Parties are aware that this Consortium Agreement is based upon the **DESCA model consortium agreement and modified according to the GA.**

\* AMENDMENT Reference No AMD-101035969-7 Grant Agreement number: 101035969 — JA on Implementation of Best Practices in the area of Mental Health (JA-02-2020) . — as from 16 March 2022 upon request of the beneficiary 2 BUNDESMINISTERIUM FUER SOZIALES, GESUNDHEIT, PFLEGE UND KONSUMTENSCHUTZ (BMSGPK), established in Radetzkystrasse 2, WIEN 1030, Austria, this beneficiary was replaced by GESUNDHEIT OSTERREICH GMBH (GÖG), established in STUBENRING 6, WIEN 1010, Austria, VAT number: ATU62777178,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **SECTION 1: DEFINITIONS**

### **1.1 DEFINITIONS**

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

### **1.2 ADDITIONAL DEFINITIONS**

**“Accession Document”** means a declaration, in the form provided for in Attachment to this Consortium Agreement, signed by a Party in order to join this Consortium Agreement

**“Access Rights”** means rights to use Results or Pre-Existing Rights under the terms and conditions laid down in the Grant Agreement and this Consortium Agreement and as completed by any separate agreement signed between the concerned Parties.

**“Affiliated entities”** or “Affiliated entity” to the Parties are "entities that have a link with a Party, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation of the Action. Affiliated entities have their own budget in the JA. They participate in the General Assembly but are represented by the Party they have a link with for voting.

**“Competent Authority”** Member States’ and other participating countries’ authorities have nominated one competent authority for this joint action responsible for implementing the action on their behalf. Member States’ and other participating countries’ authorities should confirm that the nominated entity and its affiliated entities are eligible to participate in the action on behalf of the country concerned and under its responsibility. For the purpose of the Consortium Agreement the Competent Authority is referred to as ”Party”, The Competent Authority coordinates and shares information with the Affiliated Entities within his or her country and has ONE voting right in the General Assembly of the Consortium

**“Consortium Agreement”** or “CA” means this body text, its exhibit and its possible further amendments.

**“Consortium Body“:**

Consortium Body means anybody in the directing and management layer of the Consortium described in the Grant Agreement and in section 6 (Governance Structure) of Consortium Agreement.

**“Consortium Plan”** means the description of the Action and the related agreed budget as first defined in the Grant Agreement and its Annexes and which may be updated by decisions of the General Assembly and amended by Proposals from the General Assembly for changes to Annexes 1 and 2 of the Grant Agreement, to be agreed by the Funding Authority.

**“Coordinator”** means the National Public Health Organization (NPHO), Greece

**“Data”** means any data, including personal data which is either owned/stored by a Party before the commencement of the Action or which is generated under the Action, that shall be subject to terms and conditions specified in article 4. 4 of the Consortium Agreement.

**“Data Protection Laws”**

Data Protection Laws means all applicable legislation concerning the protection of personal data, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”), any other data protection legislation applicable to the Joint Action, as well as the binding orders of data protection authorities.

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

**“Exploitation”** jointly refers to the use of the Results and/or Pre-existing Rights (either directly or indirectly, in particular through transfer or licensing) by:

- (a) using them in further internal research and academic and educational activities (outside the Action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service; or
- (d) using them in standardisation activities.

**“Funding Authority”** is the European Health and Digital Executive Agency (HaDEA),

**“Intellectual Property Rights” or “IPR(s)”** means patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available, but excluding rights in Confidential Information and/or trade secrets.

**“Needed”** means:

*For the implementation of the Action:*

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.

**“Pre-existing Rights”** means any and all, data, information, know-how IPRs that is/are:

- (i) owned or controlled by a Party prior to the Effective Date; or
- (ii) developed or acquired by a Party independently from the work in the Action even if in parallel with the performance of the Action, but solely to the extent that such data, information, know-how and/or IPRs are introduced into the Action by the owning Party.
- (iii) identified by the participants.

Pre-existing Rights used within the scope of the Action are defined in Attachment 1.

**“Results”** means the results, including information, data, material, knowledge, generated within the Action, whether or not they can be protected. It includes IPRs, similar forms of protections and unprotected know-how. Results generated outside the Action (i.e. before, after or in parallel with the Action) do not constitute results.

**“Software”**

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

## **SECTION 2: PURPOSE**

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties and their internal arrangements/agreements, in particular concerning the consortium management and internal organisation of the work between the Parties (and their affiliated entities), distribution of EU funding and payment terms, additional rules on rights and obligations related to pre-existing rights and results (Article 19 of the Grant Agreement), the rights and obligations of the Parties concerning inter alia liability, confidentiality, Access Rights and settlement of internal disputes.

The consortium agreement doesn't contain any provision contrary to the Grant Agreement and its Annexes.

The Coordinator will also be responsible for developing and implementing the Consortium Agreement.

## **SECTION 3: ENTRY INTO FORCE, DURATION AND TERMINATION**

### **3.1 ENTRY INTO FORCE**

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

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement, retroactive starting date as of 1<sup>st</sup> October 2021.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator, in accordance with the decision of the General Assembly and after having acceded the ACCESSION FORM FOR BENEFICIARIES (Annex 3 to the Grant Agreement). Such accession shall have effect from the date identified in the accession document.

### **3.2 DURATION AND TERMINATION**

This Consortium Agreement shall continue to be in full force and effect until the complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement as well as under the present Consortium Agreement.

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

If

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

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

### **3.3 SURVIVAL OF RIGHTS AND OBLIGATIONS**

The provisions relating to 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 Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

## **SECTION 4: RESPONSIBILITIES OF PARTIES**

### **4.1 GENERAL PRINCIPLES**

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

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

Each Party shall promptly provide all information reasonably required by the General Assembly or by the Coordinator to carry out its tasks.

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

Each Party is the Competent Authority nominated by the participating countries. They must:

- Keep information stored in the Participant Portal Beneficiary Register (in the electronic exchange system) up to date (see Article 12 of the GA);
- Inform the Coordinator immediately of any events or circumstances likely to significantly affect or delay the implementation of the action (see Article 12 of the GA);

- Discuss any proposed activities which are not part of the GA and annual work plans, i.e. need an amendment, first with the WP lead, who can propose the changes to the Coordinator. The proposals can then be discussed and decided according to the article 6.3.
- Submit to the Coordinator in good time:
  - o Individual financial statements for itself and its affiliated entities (if applicable) and, if required, certificates on the financial statements (see Article 15 of the GA); and submit financial progress reports to the Coordinator according to the timetable presented at Chapter 7.1.2
  - o The data needed to draw up all requested reports under Article 15 of the GA;
  - o All Competent Authorities and AEs will complete 4 internal technical reports, 3 internal financial reports and two periodic reports. The periodic reports (technical and financial) will be send to HaDEA.
  - o Each Competent Authority is responsible for submitting its internal technical and financial reports and the ones from their AEs to the Coordinator. Competent Authorities will collect the reports from their AEs in advance. The dates of the internal technical reports will be: Internal Technical Report 1: Month 1-6, Internal Technical Report 2: Month 6-12, Internal Technical Report 3: Month 19-24 and Internal Technical Report 4: Month 25-30. The Competent Authorities must submit the internal technical reports to the Coordinator within twenty (20) days following the end of each reporting period
  - o The dates of the internal financial reports will be: Internal Financial Report 1: Month 1-12, Internal Financial Report 2: Month 19-24 and Internal Financial Report 3: Month 25-30. The Competent Authorities must submit the internal financial reports to the Coordinator within thirty (30) days following the end of each reporting period
  - o The dates of the periodic reports to HaDEA will be: RP1: from month 1 to month 18 and RP2: from month 19 to month 36. The Competent Authorities must submit to the Coordinator, the periodic technical reports within twenty (20) days following the end of each reporting period and the periodic financial reports within thirty (30) days following the end of each reporting period
  - o If applicable, ethics committee opinions and notifications or authorisations for activities raising ethical issues;
  - o Any other document(s) or information required by HaDEA or the Commission under the GA, unless the GA requires the beneficiary to submit this information directly to HaDEA or the Commission.

In addition, work package (WP) leaders are obliged to:

- Submit technical progress reports to the Coordinator in the form of WP short Project Status Report on monthly or bi weekly basis to be provided by WP leaders during ExB meetings and more detailed WP Project Progress Report every six months.
- Contribute to the monitoring of the effective and efficient implementation of the WP
- Discuss any proposed activities which are not part of the GA and annual work plans, i.e. need an amendment, with the Coordinator. The proposals can then be discussed and decided according to the article 6.3.
- Regularly collect information on the progress of the WP through regular (online) WP meetings and regularly reported in ExB meetings where needed, 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 Coordinator which can ask the decision of the General Assembly according to the CA point 6.3.6

## 4.2 BREACH

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



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

#### **4.3 INVOLVEMENT OF THIRD PARTIES**

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

Each Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

#### **4.4 COMPLIANCE**

Each Party shall ensure that its work on the Action complies fully with all applicable local, government and international laws, regulations and guidelines which are effective during the period of the Grant Agreement, including those governing health and safety and data protection. Each Party shall act in accordance with the requirements of the Data Protection Laws. Each Party is responsible for ensuring that the processing of the personal data carried out by it is in accordance with the Data Protection Laws.

### **SECTION 5: LIABILITY TOWARDS EACH OTHER**

#### **5.1 NO WARRANTIES**

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

Therefore,

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

#### **5.2 LIMITATIONS OF CONTRACTUAL LIABILITY**

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

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Action as identified in Annex 2 (Estimated budget of the Action) of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

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

#### **5.3 DAMAGE CAUSED TO THIRD PARTIES**

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

#### 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 (as defined in Article 35 of the GA).

Each Party will notify the Coordinator and relevant WP leader of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the General Assembly based on a proposal by the Coordinator and the ExB (or after consultation with the ExB).

## **SECTION 6: GOVERNANCE STRUCTURE**

### **6.1 GENERAL STRUCTURE**

The **JA ImpleMENTAL Consortium** is composed of the beneficiaries of the Grant Agreement concerning the action: “*Joint Action on Implementation of Best Practices in the area of Mental Health*” (Competent Authorities) and their affiliated entities. According to the Grant Agreement the beneficiaries are jointly responsible for implementing the Joint Action. By signing the Agreement or the Accession Form, the beneficiaries accept the grant and agree to implement it under their own responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out. The beneficiaries are jointly and severally liable for the technical implementation of the action. The Beneficiaries of the Grant Agreement for the purposes of this Consortium Agreement are referred to as “Parties” relating to the Action entitled “JA – Implementation of Best Practices in the area of Mental Health”. DG SANTE, HaDEA, WHO and stakeholder’s representatives will be invited to participate in meetings and advisory bodies of the Consortium.

Organized by WP1, an online Kick-off meeting will ensure that the Parties (and their affiliated entities) are aware of the scope of the project, the project governance structure, the roles & responsibilities of the team members as well as the project rules. Organized by WP1, the Annual Consortium meetings (physical meetings in M12, M24 and M36), will not only provide a review of the project progress but will also, in cooperation with WP2, facilitate knowledge transfer and exchange of processes, experiences and evidence in the course of the JA implementation. The Annual Consortium meeting in M36 is also referred to as the Final Conference.

The consortium shall comprise the following Consortium Bodies:

The **General Assembly** is the directing and decision making body of the Consortium

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

More specifically, the following directing, managing, performing layers constitute the organizational structure of the **JA ImpleMENTAL Consortium** as laid out in Annex I of the Grant Agreement:

- **General Assembly:** Chaired by the JA Coordinator, the General Assembly (GA) is the directing and major decision-making body of the consortium where JA parties meet to discuss the progress and results of the JA. It represents the interests of those who design, manage and implement the project’s deliverables. It takes the decisions on the strategic orientation and execution of the JA and provides overall strategic guidance. Moreover, it takes the major decisions about the implementation and revision of the work plan. Decisions are taken by means of majority votes. The European Commission, DG SANTE and the European Health and Digital Executive Agency (HaDEA) representatives, participate as observers. The General Assembly shall consist of one representative of each Competent Authority. AEs can participate but have no voting rights. The body meets at least bi-annually. Online GA meetings will be held during the online Kick off meeting (M1) and in M6,18 & 30. Physical meetings of the General Assembly will take place at the same dates as the Annual Consortium meetings in M12, M24, 36. Onsite GA meetings are coinciding with Annual Consortium meetings but are considered separate events.
- **Coordinator:** The legal entity which acts as the intermediary between the members of the Parties of the Consortium and HaDEA and DG Sante. The Coordinator shall perform the tasks assigned to it as described in the Grant Agreement and the Consortium Agreement. The Coordinator shall report

and be liable to the General Assembly. The role of the Coordinator is entrusted to the National Public Health Organisation of Greece (NPHO) which will be responsible for overall coordination and management of the JA ImpleMENTAL.

- **Executive Board (ExB):** Chaired by the JA Coordinator, it is composed of the JA Coordinator, the senior scientific technical management NPHO team, the senior Legal and Financial NPHO Team and all WP leaders/co-leaders. It is the project core team which comprises the specialist roles responsible for creating the project deliverables, thus collaborating with the JA Coordinator in executive decisions and implementation of the work plan on a daily basis.  
The European Commission, DG SANTE and European Health and Digital Executive Agency (HaDEA) representatives participate as “advisors”.  
Executive Board Members meet in person or via teleconference every six months and hold short teleconferences on a bi-weekly or monthly basis. Bi-annually meetings will take place online in M6, 18 and onsite, in M12, M24, M30 & M36. In M12, M24 & M36 ExB meetings are coinciding with Annual Consortium meetings and in M30 with the Member State Policy Committee meeting but are considered separate events.  
These meetings allow the board to have oversight of the project’s current and future activities and results and to discuss progress and difficulties encountered as well as potential solutions. Decisions will be taken based on consensus whenever possible. In case no consensus is reached, decisions will be taken by simple majority votes. Each WP will have one vote; in case of equal votes, wp1 will have an extra vote to decide an issue.
- **WP (Co-) Leaders:** At workpackage level coordination and implementation roles and activities are performed by Competent Authorities and Affiliated Entities (AEs). All activities will be coordinated at the Work Package (WP) level, under the responsibility of WP leader and co-leaders. WP (co-) leaders will coordinate the work within the individual WPs, ensuring that the work plan is executed as expected, in close collaboration with the participating WP parties. Additionally, the WP leaders will be responsible for the timely implementation of the Joint Action decisions within their WP. They will also report WP progress to the Coordinator and to the ExB.
- **Competent Authorities -Local Country Teams:** Each Party (Competent Authority) will be responsible to execute the relevant actions described in the Grant Agreement and its Annexes, the Consortium Agreement and the project handbook for itself and its linked third parties. In each country, the Competent Authority will coordinate and be responsible for organising local implementation teams and sites and conducting the actions with the structured way described in the implementation strategy of the Project. The Competent Authority within the country will be responsible to solve conflicts at the lowest level possible, and preferably amicably. If an agreement cannot be reached at the country level the JA Coordinator will be informed.

**Based on the Project Management Procedure of the PM2 methodology a close collaboration between the European Commission, the HaDEA and DG SANTE officers and the JA ImpleMENTAL Consortium is anticipated.**

The Governance and organisational Structure of this close collaboration is presented in the Graph below which defines the bodies in the Steering, Directing, Managing and Performing layers, based on the PM<sup>2</sup> Methodology. The PM<sup>2</sup> methodology considers that the project team has roles both from the requestor’s side (HaDEA) and the provider’s side (JA ImpleMENTAL Consortium).

### **Steering Layer**

The Steering Layer provides general project direction and guidance. It keeps the project focused on its objectives. It reports to the European Commission. The Project Steering Committee (PSC) is composed of the roles defined in the Directing (HaDEA and JA ImpleMENTAL General Assembly) and Management Layers (HaDEA Project Officer and the JA Coordinator)

### **Directing Layer**

The Directing Layer mobilises the necessary resources and monitors the project’s performance in order to realise the project’s objectives. The Directing Layer comprises the roles of Project Owner (PO) -HaDEA and Solution Provider (SP) -JA ImpleMENTAL General Assembly.

### **Managing Layer**

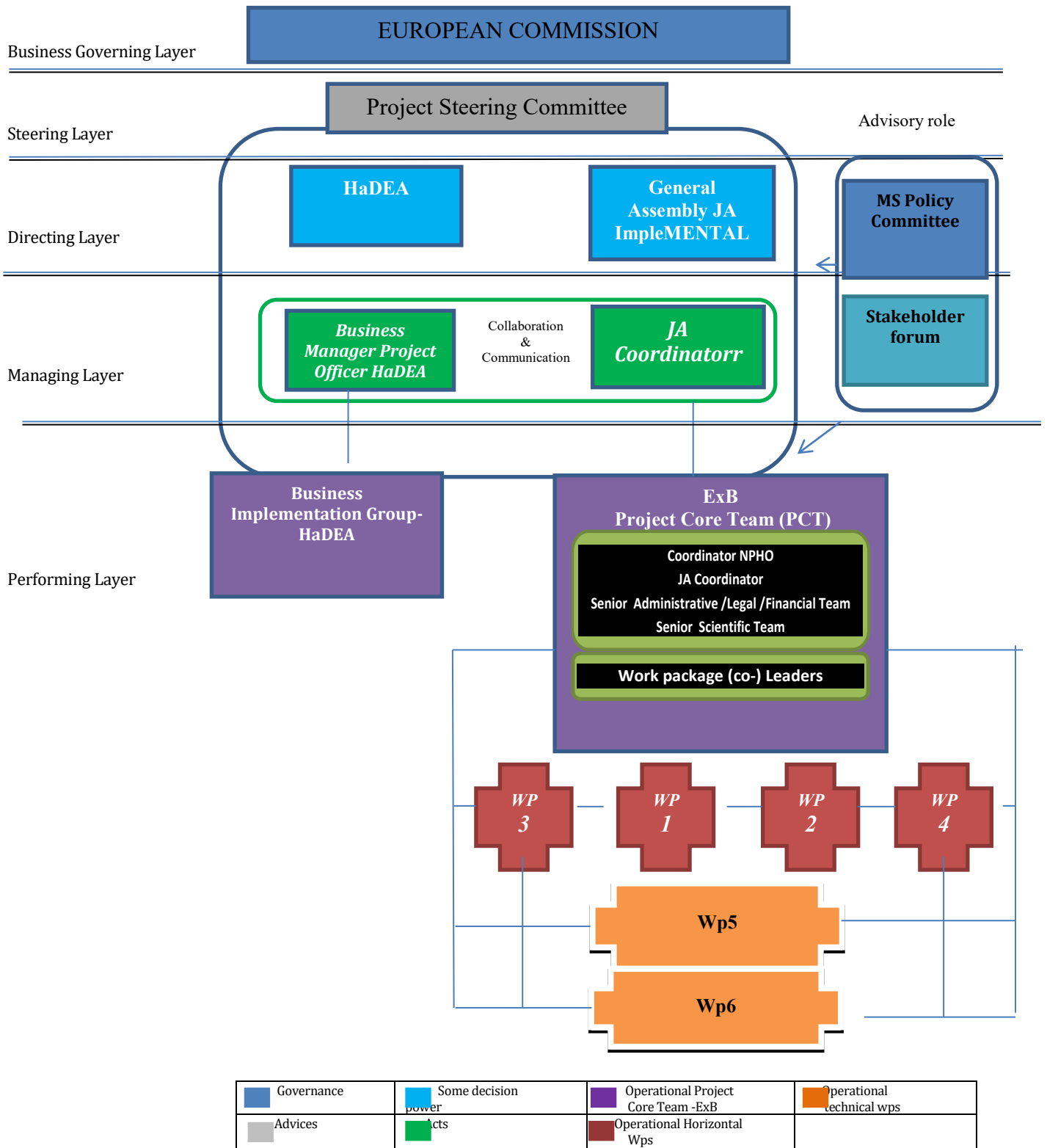
The Managing Layer focuses on day-to-day project management. It organises, monitors and controls work to produce the intended deliverables and implement them in the business organisation. Members of the

Consortium Agreement-**JA ImpleMENTAL**

Managing Layer report to the Directing Layer. The Managing Layer comprises the roles of Business Manager (BM) (HaDEA Project Officer) and Project Manager (PM) JA ImpleMENTAL Coordinator. It is of utmost importance for the success of the project that there is close collaboration and good communication between these two roles.

**Performing Layer**

The Performing Layer carries out the project work. It produces the deliverables and implements them in the business organisation. Members of the Performing Layer report to the Managing Layer. The Performing Layer comprises the roles of the Business Implementation Group (BIG) which is assumed by the HaDEA Group and the Project Core Team (PCT) - which is assumed by JA ImpleMENTAL Executive Board.



## **6.2 MEMBERS OF THE GENERAL ASSEMBLY**

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly.

The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.4 from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement

## **6.3 OPERATIONAL PROCEDURES FOR THE GENERAL ASSEMBLY**

### **6.3.1 Representation in meetings**

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- shall participate in a cooperative manner in the meetings.

### **6.3.2 Preparation and organization of meetings**

#### **6.3.2.1 Convening meetings:**

The JA Coordinator shall convene ordinary meetings of the General Assembly at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

Online GA meetings will be held during the online Kick off meeting (1M) and in M6,18 &30. Physical meetings of the General Assembly will take place at the same dates as the Annual Consortium meetings (M12, M24, 36). Onsite GA meetings are coinciding with annual consortium meetings but are considered separate events.

#### **6.3.2.2 Notice of a meeting:**

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than fourteen (14) calendar days preceding an ordinary meeting and five (5) calendar days preceding an extraordinary meeting.

#### **6.3.2.3 Sending the agenda:**

The chairperson shall prepare and send each Member a written (original) agenda no later than fourteen (14) calendar days preceding the meeting, or five (5) calendar days before an extraordinary meeting.

#### **6.3.2.4 Adding agenda items:**

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members no later than seven (7) calendar days preceding the meeting or three (3) calendar days preceding an extraordinary meeting.

**6.3.2.5** During a meeting of the General Assembly the Members present or represented may unanimously agree to add a new item to the original agenda. In case a topic arises which may ultimately require a decision, the good practice is to organise a new meeting or a written procedure for decision on the topic, rather than deciding it during the meeting. It is in the discretion of the General Assembly, whether to resolve a spontaneously added topic or postpone decision for the next meeting, always depending on the topic itself.

**6.3.2.6** Meetings of the General Assembly may also be held by teleconference or other telecommunication means.

**6.3.2.7** Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.5

#### **6.3.2.8 Decision without a meeting**

Any decision may be reached without a meeting if the Coordinator circulates to all Members of the General Assembly a written document, which is then agreed by the defined majority (see Section 6.3.3) of all Members of the General Assembly. Such document shall include the deadline for responses-of at least fourteen (14) calendar days and no more than a month after receipt by a Party The General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of its Members agree.

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

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.3.4.4, no Member has sent a veto in writing to the Coordinator.

The decision will be binding after the Coordinator sends to all Members of the General Assembly a written notification of this acceptance.

#### **6.3.3 Voting rules and quorum**

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

6.3.3.2 Each Member present or represented in the meeting shall have one vote. The General Assembly shall consist of one representative of each Competent Authority. AEs can participate but have no voting rights.

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

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

#### **6.3.4 Veto rights**

6.3.4.1 A Member 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 General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.3.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within fifteen (15) calendar days after the draft minutes of the meeting are sent.

6.3.4.4 When a decision is reached without a meeting a Member may veto such decision within fifteen (15) calendar days after written notification by the Coordinator of the outcome of the vote.

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

6.3.4.6 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.

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

#### **6.3.5 Minutes of meetings**

6.3.5.1 The Coordinator shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within twenty-one (21) calendar days of the meeting.

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

6.3.5.3 The Coordinator shall send the accepted minutes to all the Members of the General Assembly, and shall safeguard them and keep them available to all Parties on the online project management platform, If requested the Coordinator shall provide authenticated duplicates to Parties.

### **6.3.6 Decisions of the General Assembly**

The General Assembly, being the directing and decision-making body of the consortium, 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 General Assembly:

#### Content, finances and intellectual property rights

- Overall accountability for the project deliverables and services
- Critical decisions as to the implementation of the Action and its deliverables, as proposed by the Coordinator and the Executive Board
- Decisions on the overall development of the project based on input from the Coordinator and the Executive Board
- Review the progress of the Action based on the report of the Coordinator and the Executive Board
- Mobilise the required resources from the provider side.
- Validate major re-allocation of budget whenever changes need to be done;
- Take the necessary actions and corrective measures in case of the default of a party.
- Approval and changes to the Consortium Agreement
- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority - Changes to the Consortium Plan
- Modifications to Attachment 1 of the Consortium Agreement ( Pre-Existing Rights)
- Additions to Attachment 3 (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 (Additions to Attachment 2: Accession document)
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

## **6.4 COORDINATOR**

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

**6.4.2** The Coordinator will fulfill the roles and responsibilities described for the Coordinator in the Grant Agreement. The Coordinator according to article 25 of the Grant Agreement must:

- (i) monitor that the action is implemented properly
- (ii) act as the intermediary for all communications between the beneficiaries and the Agency

- (iii) request and review any documents or information required by the Agency and verify their completeness and correctness before passing them on to the Agency
- (iv) submit the deliverables and reports to the Agency
- (v) ensure that all payments are made to the other beneficiaries of the Grant Agreement without unjustified delay.

The Coordinator's NPHO team Structure includes the appointed JA Coordinator, who is sided 1) by two experienced NPHO teams 1a) a senior scientific and management NPHO team which apart from the JA Coordinator, will consist from the Senior Mental Health Advisor and 3 senior mental health and public health experts with highly relevant expertise and competencies and 1b) a senior Legal and Financial NPHO Team with substantial experience in large EU co-funded projects.

The JA Coordinator is the person responsible for all project management tasks and deliverables. The Head Financial officer in NPHO is responsible for the financial management. A Project Management Assistant (PMA) will work full time on a range of management and supportive tasks as assigned by the JA Coordinator, in order to assist the JA Coordinator and the senior NPHO teams in the everyday work of the project. A Financial Officer will be appointed part time on the JA to assist the Senior Financial NPHO Team. A part time communication officer will also contribute to the work of the NPHO team.

As described in Annex of the Grant Agreement the JA Coordinator will be responsible to:

- execute the project plans as approved by the Project Steering Committee (PSC). The Project Steering Committee (PSC) is composed of the roles defined in the Directing (HaDEA and JA ImpleMENTAL General Assembly) and Management Layers (HaDEA Project Officer and the JA Coordinator).
- coordinate the ExB (Project Core Team - PCT).
- ensure the effective use of the allocated resources
- ensure that project objectives are achieved within the identified constraints, taking preventive or corrective measures where necessary
- manage stakeholder expectations.
- oversee the creation of all management artefacts and secure approval from HaDEA or the Project Steering Committee (PSC).
- ensure the controlled evolution of products delivered, through proper change management.
- perform risk management activities for project-related risks.
- monitor project status and report to the General Assembly and the Project Steering Committee (PSC) on project progress at regular predefined intervals
- ensure conflict solution. Conflicts will be solved at the lowest level possible, and preferably amicably. If an agreement cannot be reached at the task or WP level, then the JA Coordinator will mediate. When required, conflicts are discussed at the ExB Meetings. If that is not satisfactory, it is the JA Coordinator responsibility to escalate unresolvable project issues to GA who will decide and, if necessary, will ask for the authorization of the European Commission for any envisaged changes.
- Liaise between the Directing and Performing Layers of the project.
- monitoring compliance by the Parties with their obligations
- transmit promptly documents and information connected with the Project to any other Party concerned,

The main tasks of the work of the Coordinator as described in WP1 description (annex I of the Grant Agreement) include:

- Task 1.1: Establishing, maintaining and managing the organisational structure and the relevant directing, management, performing layers and advisory bodies of the Consortium to ensure the implementation of the action and compliance with the Grant Agreement. The Coordinator will prepare the meetings as described in WP1, proposing decisions and preparing the agenda of the General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings.
- Task 1.2 Ensure smooth management and implementation of the project. Within this task WP1 will develop the Project Handbook to establish the high-level approach for implementing the project



objectives. The Project Handbook is one of the main artefacts of the Joint Action. It summarises the project objectives and documents the selected approach for achieving the project goals. It documents the Critical Success Factors (CSFs), the resource allocation. It defines the key controlling processes, the conflict resolution and escalation procedure, policies and rules, and the project mindsets. The Project Handbook also describes the project organizational structure, the key stakeholders, and their roles and responsibilities.

It also documents the plans necessary for managing the project Processes which include: 1. the requirements Management Plan, 2. the project Change Management Plan, 3. The Risk Management Plan, 4. the Quality Management Plan, 5.the deliverable acceptance plan, 6.the Issue Management Plan, and 6. The Communications Management Plan as well as any methodology-tailoring decisions. It also included the plans guidelines and other documents) are necessary for the project including the guidelines of the implementation strategy which will facilitate the uptake in the existing mental health systems of the two best practices.

The project handbook also mentions the key project progress measurements to be used for monitoring and controlling activities. The Project Handbook is based on the Grant Agreement which includes the agreed project work plan, as well as the Consortium Agreement. The Project Handbook will be the reference document for all project members and stakeholders, and along with the Project Work Plan, is the basis on which the project is managed and executed. The Project Handbook will be kept up to date by the Coordinator.

WP1, will also develop, the Project Stakeholder Matrix which will list all the people, groups or organizations involved in the project, contact details and clarification of their roles.

- Task 1.3: Coordination of the project communication management plan
- Task 1.4: Financial management. Administer the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.
- Task 1.5 Scientific Contribution in the scientific aspects of the JA, in order to ensure its scientific integrity, robust methodology, policy implications and deliverable acceptance

The tasks are described in detail in WP1 description.

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

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

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

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

## **6.5 EXECUTIVE BOARD**

Coordinated by the JA Coordinator, the Executive Board shall:

- Participate in developing the project scope and planning project activities.
- Carry out project activities based on the Project Work Plan and schedule.
- Produce project deliverables.
- Provide the JA Coordinator with information on the progress of activities
- prioritize the projects objectives and outcomes;
- support the Coordinator in organizing the GA meetings and in the preparation of the draft decisions to be presented by the Coordinator to the GA;
- formulate risk management strategies and ensure that risks are regularly reassessed;
- propose re-allocation of budget whenever changes need to be made;
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables;

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- help the Coordinator resolve potential conflicts and disputes;
- prepare the content and timing of press releases and joint publications by the Action or proposed by the Funding Authority

Decisions will be taken based on consensus whenever possible. In case no consensus can be reached, decisions will be taken by simple majority votes. Each WP will have one vote; in case of equal votes, wp1 will have an extra vote to decide an issue.

### **6.6 WP (CO-) LEADERS:**

WP leaders' specific tasks include:

- coordinate and supervise their respective WP on daily basis;
- follow-up the WP deliverables and milestones as defined in the work plan and ensure their timely achievement;
- ensure that each participant fulfills its commitment to the WP;
- present progress reports on the state of advancement of the WP;
- make proposals on the allocation of WP tasks and financial needs
- draft and validate WP deliverables to be submitted to the EC;
- identify potential risk(s), as early as possible, within the WP and propose contingency plans;
- organise WP meetings with the WP teams whenever necessary;
- solve conflicts at the lowest level possible, and preferably amicably. If an agreement cannot be reached at the task or WP level the JA Coordinator will be informed.
- inform the Coordinator and the GA of any work plan modification, adjustment or other difficulty arising in connection with the WP.

### **6.7 PARTIES (COMPETENT AUTHORITIES) -LOCAL COUNTRY TEAMS:**

Each Party (Competent Authority) will be responsible to execute the relevant actions described in the proposal, the Consortium and Grant Agreement and the project handbook for itself and its linked third parties.

Each Party must:

- (i) keep information stored in the Participant Portal Beneficiary Register up to date (via the electronic exchange system) up to date (Article 12 of the Grant Agreement)
- (ii) inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (Article 12 of the Grant Agreement)
- (iii) submit to the coordinator in good time:
  - individual financial statements for itself and its affiliated entities and, if required, certificates on the financial statements
  - the data needed to draw up the technical reports
  - any other documents or information required by the Agency or the Commission under the Agreement, unless the Agreement requires the beneficiary to submit this information directly.
- (iv) distribute all relevant communication of the Coordinator to the Affiliated Entities within the country.

Each Competent Authority will be responsible for the work of its Affiliated Entities.

In each country the Competent Authority will coordinate and be responsible for organising local implementation teams and sites and conducting the actions with the structured way described in the implementation strategy of the Project. The Competent Authority within the country will be responsible to solve conflicts at the lowest level possible, and preferably amicably. If an agreement cannot be reached at the country level the JA Coordinator will be informed.

### **6.8 EXTERNAL ADVISORY BODIES OF THE CONSORTIUM**

The External Advisory Bodies of the Consortium shall assist and facilitate the decisions made by the General Assembly. The External Advisory Bodies of the Consortium are the Member State Policy Committee and the Stakeholder Forum which have an advisory role of political and scientific relevance also ensuring that the project reaches its objectives and expected impact.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each External Advisory Body member. Its terms shall be no less stringent than those stipulated in this Consortium Agreement and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the

minutes of the External Advisory Bodies meetings and prepare the implementation of the External Advisory Bodies suggestions.

**Member States Policy Committee:** Chaired by the Coordinator, the Member States Policy Committee is composed of representatives nominated by the political/governmental authorities at national/regional level in participating countries. The Members of the Steering Group on Health Promotion, Disease Prevention and Management of Non-Communicable Diseases (SGPP) have selected two best practices (i) the community-based Mental health system reform in Belgium and (ii) the multi-level Suicide prevention from Austria to be implemented during this Joint Action with the aim to extend the benefits of these best practices to participating Member States. The Member States Policy Committee will ensure the engagement of National Ministries in the implementation of the two best practices. The aim is to reach out to and engage Ministries national/regional policy-makers, to reflect on and assess the policy relevance and value of JA achievements, and to explore integration of the JA results into national/regional policies. Ministries will be consulted and informed on the implementation process (in collaboration with WP5 and WP6) and on the sustainability work (in collaboration with WP4). This will ensure keeping mental health issues at the forefront of the political agenda for health during and after the completion of the Joint Action. The members will be nominated at the start of the project. Representatives from DG SANTE, HaDEA, WHO-Europe will participate in the meetings. Executive board members will participate in the meetings. The body meets at least bi-annually. The meetings of the Member States Policy Committee are scheduled online in M6 & M18 and onsite in M12, M24, 30 & M36. The meetings in M12, M24 & M36 are coinciding with Annual Consortium Meetings but are considered separate events. One standalone special Member State Policy committee meeting will take place onsite in M30. Member States Policy Committee members will also be invited to attend the Kick off meeting in M1 and the Annual Consortium meetings.

**Stakeholder Forum:** Chaired by the JA Coordinator, the Stakeholder Forum will be composed of representatives of DG SANTE, HaDEA, WHO-Europe, OECD and representatives of major stakeholders e.g. Associations of users and family/relatives, health and mental health professionals, media professionals, appointed by the General Assembly. Executive Board members will participate in the meetings.

Recruitment criteria and process will be discussed and decided in the initial phase of the JA. The Stakeholder Forum will enable the relevant external stakeholders to follow and contribute to the JA progress and discuss with JA parties the topics linked to it. In particular, it allows the stakeholders to bring in their views, interests and expectations into the JA process and advise on issues of practical relevance/importance for achieving the expected results.

The body meets at least annually, onsite meetings are scheduled in M12, M24, & M36, coinciding with Annual Consortium Meetings but are considered separate events. Representatives of the stakeholder forum will also be invited to attend the Annual Consortium meetings.

## **SECTION 7: FINANCIAL PROVISIONS**

### **7.1 GENERAL PRINCIPLES**

#### **7.1.1 Distribution of financial contribution**

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

- the Grant Agreement and its annexes including amendments
- the Consortium Plan ;
- the approval of reports by the Executive Agency, and
- the provisions of payment in Section 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Grant Agreement and its annexes (including amendments) so that the action is implemented as described in Annex 1.

Only funding that is not yet spent or funding not yet bound by contractual obligations (like employment contracts and orders) can be considered for budget transfers.

### 7.1.2 Justifying Costs

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

The Coordinator is an intermediary between the Parties and the Funding Authority. The Coordinator is responsible for passing on to Parties any claims the Funding Authority might have in respect of the Grant Agreement, and supplying all the required documents and information to the Funding Authority.

Parties shall certify that the information provided in their financial reports to the Funding Authority (via the Coordinator) is full, reliable and true. They shall also certify that the costs incurred can be considered eligible in accordance with Chapter 3 of the Grant Agreement.

The Parties hereby agree that, to have a better financial overview of the project, costs by Party (and its affiliated entities), with supporting documents, if requested, will be submitted to the Coordinator every six (6) months, except 1<sup>st</sup> Internal Financial report which will cover a period of 12 months.. Each internal financial report should be sent within thirty (30) days after the related reporting period,

The dates of the periodic reports to HaDEA will be: RP1: from month 1 to month 18 and RP2: from month 19 to month 36. The CAs must submit the periodic financial reports to the Coordinator within thirty (30) days following the end of each reporting period.

Report 1	M1-M12	1 <sup>st</sup> Internal Financial Progress Report - overview of expenses, not presented to the EC. Only for Consortium use.
Report 2	M1-M18	1 <sup>st</sup> Periodic Financial Report RP1 - Detailed financial report per beneficiary, copy of supporting documents – to be sent to the EC
Report 3	M19-M24	2 <sup>nd</sup> Internal Financial Progress Report- overview of expenses, not presented to the EC. Only for Consortium use.
Report 4	M25-M30	3 <sup>rd</sup> Internal Financial Progress Report - overview of expenses, not presented to the EC. Only for Consortium use.
Report 5	M19-M36	2 <sup>st</sup> Periodic Financial Report RP2 & Final financial report to be submitted to the EC (detailed financial report, supporting documents).

### 7.1.3 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 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.

A Party may receive an additional contribution if at the end of the project the total eligible costs claimed allow a reallocation of unspent EU contribution among the consortium parties. Underspent budget lines and reallocation across parties may be based on common agreement between consortium parties– decided in the General Assembly For a shift of budget/activities from one party to the other an exchange of letters (rider) with the Funding Authority is needed. There is no need for a formal exchange of letters (rider) in case of changes in the budget of consortium parties. For changes in tasks activities that affects the action implementation as described in Annex 1 an amendment of the Grant Agreement may be requested by the Funding Authority following the rider.

For major budget transfers within a Party's budget (≥15 % of shift between one budget line to the other or within budget line between staff function or wp allocation of staff of any transfer of amount between, budget categories and/or forms of costs, as set out in Annex 2 of Grant Agreement,) the Coordinator, will inform the General Assembly in order to ensure that these changes will not affect the implementation of the action

as described in Annex 1. The General Assembly will validate this major re-allocation of budget whenever changes need to be done;

For Small budget transfers within a Party's budget (< 15 % of shift between one budget line to the other or within budget line between staff function or wp allocation of staff of any transfer of amount between, budget categories and/or forms of costs, as set out in Annex 2 of Grant Agreement), the party should inform the Coordinator in order to ensure that these changes will not affect the implementation of the action as described in Annex 1.

#### **7.1.4 Return of excess payments; receipts**

7.1.4.1 In case a Party receives excess payments,

- 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 thirty (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 Funding 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.

7.1.4.2 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 income. 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.

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

A Party leaving the Consortium Agreement shall refund all payments it has received except the amount of contribution accepted by the Funding Authority. Furthermore a Defaulting Party shall, within the limits specified in Sections 4.2 and 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

### **7.2 BUDGETING**

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

### **7.3 PAYMENTS**

**7.3.1 Payments to Parties** are the exclusive tasks of the Coordinator.

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 EU Commission'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 16 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts for the final payment have been deducted.

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

- Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Executive Agency in separate instalments as agreed below:

- Prefinancing payment equivalent to 50% of the Executive Agency contribution
- First further financing payment based on eligible costs approved by the Executive Agency
- Payment of the balance based on eligible costs approved by the Executive Agency

- Funding for costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by 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. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority. This should be in line with the principles set out in Art. 27 of the general conditions of the GA.

## **SECTION 8: PRE-EXISTING RIGHTS AND RESULTS**

### **8.0 OWNERSHIP OF PRE-EXISTING RIGHTS**

Each of the Parties retains full ownership or right of disposal on any data, know-how or information defined as its Pre-existing Rights in Attachment 1.

According to article 19.1 of the Grant Agreement

Where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, the beneficiaries must establish a list of these pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use.

The coordinator must — before starting the action — submit this list to the Agency.

Each Party must give the other Parties and their affiliated entities access to any pre-existing industrial and intellectual property rights needed for the implementation of the action and compliance with the obligations under the Agreement.

### **8.1 OWNERSHIP OF RESULTS**

Results are owned by the Party that generates them.

If the researchers and other staff of a Party are entitled to claim rights to the Results pursuant to national laws, the Party concerned must ensure that all rights related to such Results shall vest on it, in order for it to comply with its obligations under the Grant Agreement and this Consortium Agreement, to the extent that such rights are lawfully transferrable.

The confidentiality of Results produced under the Project shall be clearly defined by the Party(ies) who own such Results.

### **8.2 JOINT OWNERSHIP**

Where several Parties have jointly carried out work generating Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Results (the “Co-owning Parties”) unless they agree on the assignment of the property rights to one of them.

The Co-owning Parties must agree in writing on the allocation and terms of exercise of their joint ownership in a separate agreement (“Joint Ownership Agreement”) to ensure compliance with their obligations under this

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Consortium Agreement, which agreement shall be drawn up as soon as necessary and in any event before any industrial and/or commercial exploitation of the jointly owned Results.

This Joint Ownership Agreement shall cover in particular:

- how the ownership is divided between the joint owners,
- how the jointly owned Results will be protected, including issues concerning the division of the related cost of protection (e.g. patent filing and examination fees, renewal fees, prior state-of-the-art searches, infringement actions, etc.),
- how the jointly owned Results will be exploited and disseminated and how the revenues or profits are shared between the Co-owning Parties,
- the criteria for 'fair and reasonable compensation' to be provided to the non-exploiting Co-owning Parties,
- how disputes will be settled (e.g. via a mediator, applicable law, etc.).

The Co-owning Parties agree to endeavour the appointment among them of one joint owner in charge of the management and exploitation of the jointly owned Results in the name of all the other Co-owning Parties, notably for the granting of Access Rights to a requesting Party and for the negotiation of exploitation agreements with third parties (including exclusive licence agreements).

Unless otherwise agreed in the Joint Ownership Agreement,

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and

-each joint owner shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licences to third parties (without any right to sub-license), if the other joint owners are given:

- (a) at least forty-five (45) 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.

Each Party may assign at any time its share of co-ownership of all or part of the Results.

The assigning Party shall notify the other co-owning Parties of its intent to assign such rights and shall provide the name and address of the potential assignee as well as the financial terms of such assignment.

The other co-owning Parties shall therefore have a right to pre-empt such assignment within sixty (60) days of receipt of said notification.

Should the other co-owning Parties fail to exercise their pre-emption right, the assigning Party may assign its share to the contemplated assignee under the terms and conditions specified in the notification.

In case the pre-emption right is exercised by the other co-owning Parties, the assigned share shall be apportioned between the remaining Parties in proportion to their share of ownership before the assignment.

The terms and conditions of the assignment to the third party shall in no event be more favorable to the terms and conditions offered to the non-assigning Parties.

The assigning Party warrants to provide the other Parties and/or the third party all signatures and documents necessary to continue intellectual property procedures pursuant to the Patents.

The Parties must give the Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) and the Commission the right to use the results for their communication activities under Article 22 of the Grant Agreement

### **8.3 TRANSFER OF RESULTS**

**8.3.1** Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement

**8.3.2** Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement.

**8.3.3** The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any

addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

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

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

## **8.4 DISSEMINATION**

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

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

8.4.2.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 22 of the Grant Agreement subject to the following provisions.

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

8.4.2.2 An objection is justified if

(a) the protection of the objecting Party's Results or Pre-existing Rights would be adversely affected

(b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Pre-existing Rights would be significantly harmed.

(c) the proposed publication includes Confidential Information of the objecting Party.

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

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

8.4.2.4 The objecting Party can request a publication delay of not more than thirty (30) calendar days from the time it raises such an objection. After 30 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed as indicated by the objecting Party as described in 8.4.2.3.

The Parties acknowledge their common interest in publishing Results to obtain recognition within the scientific community and to advance the state of scientific knowledge in their scientific field.

It is contemplated that the Results will jointly be published whenever applicable, notably due to the fact that such Results are jointly-owned; however, the Parties each separately reserve the right to publish their own Results and Pre-existing Rights. Authorship on joint publications will be based on academic standards and practices.

A Party may comment upon, but may not change, the conclusions of any such publication or communication. Each Party is entitled to demand that its Confidential Information, Pre-existing Rights and/or Results be deleted from any such publication or communication, or to delay disclosure if the information contained in the proposed publication or communication is the subject of intellectual property protection.

Parties who fail to answer within thirty calendar days (30) will be considered to have given their consent.

In the event a dispute arises over a proposed publication or communication that cannot be settled amicably within two (2) calendar months, according to the internal process described in Article 11.8 the General



Assembly shall mediate on the issue. If such dispute cannot be resolved for a further one (1) month, the European Commission will be informed and If such dispute cannot be resolved for a further one (1) month, the Parties concerned shall be entitled to settle the dispute in accordance with further provisions of the Article 11.8 of this Consortium Agreement

In accordance with scientific practices, the Party's contributions will be expressly reflected in all written or oral public disclosures concerning Results by acknowledgment or co-authorship, as appropriate. An appropriate reference to the EC support must be included in all such disclosures and publications in accordance with the Grant Agreement (Article 22).

#### **8.4.3 Dissemination of another Party's unpublished Results or Pre-Existing Rights**

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

#### **8.4.4 Cooperation obligations**

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

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

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

## **SECTION 9: ACCESS RIGHTS**

### **9.1 BACKGROUND INCLUDED**

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

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding. Pre-Existing Rights.

**9.1.2** Any Party may add further own Pre-Existing Rights to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Pre-Existing Rights in Attachment 1.

### **9.2 GENERAL PRINCIPLES**

**9.2.1** Each Party shall implement its tasks in accordance with the Grant Agreement and its Annexes (including amendments) and shall bear sole responsibility for ensuring that its actions within the Project do not knowingly infringe third party property rights.

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

**9.2.3** Access Rights Needed for the performance of the work of a Party under the Project shall be free of any administrative transfer costs.

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

**9.2.5** Results and Pre-Existing Rights shall be used only for the purposes for which Access Rights to it have been granted.

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

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

### **9.3 ACCESS RIGHTS FOR IMPLEMENTATION**

Access Rights to Results and Pre-Existing Rights 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 Pre-Existing Rights in Attachment 1 and only as far as the respective Party can dispose over these rights at this time.

#### **9.4 ACCESS RIGHTS FOR EXPLOITATION**

9.4.1 Access Rights to Pre-Existing Rights if Needed for Exploitation of Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

9.4.2 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions and upon written agreement. Access rights to Results for internal research activities shall be granted on a royalty-free basis.

9.4.3 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.6.2.1 after the termination of the requesting Party's participation in the Project.

#### **9.5 ACCESS RIGHTS FOR AFFILIATED ENTITIES**

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Article 19, and if they are identified in Attachment 3 of this Consortium Agreement

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Pre-existing Rights or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights including the right to sublicense to the latter's Affiliated Entities [listed in Attachment 3]. Access Rights to Affiliated Entities shall be granted royalty-free if needed for the performance of own work under the project and upon written bilateral agreement.

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

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

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

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

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

#### **9.6 ACCESS RIGHTS FOR PARTIES ENTERING OR LEAVING THE CONSORTIUM**

##### **9.6.1 New Parties entering the consortium**

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

##### **9.6.2 Parties leaving the consortium**

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

###### **9.6.2.1.1 Defaulting Party**

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

###### **9.6.2.1.2 Non-defaulting Party**

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

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

###### **9.6.2.2 Access Rights to be granted by any leaving Party**

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

#### **9.7 SPECIFIC PROVISIONS FOR ACCESS RIGHTS TO SOFTWARE**

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

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

## **SECTION 10: NON-DISCLOSURE OF INFORMATION AND PERSONAL DATA**

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

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form 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 Recipients comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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

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

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

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

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

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

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

**10.8** Notwithstanding clause 4.4, all Parties shall handle personal data in accordance with the General Data Protection Regulation, and any other applicable data protection legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.,

**10.9** Any transfer of personal data to countries that are not recognized as providing adequate protection measures for personal data processing outside the European Economic Area ("EEA"), will be governed by the Standard Contractual Clauses and the implementation of supplementary measures.

**10.10** In the event that the Parties are severally liable to third parties, which includes the Data Subject, or in the event that they are jointly fined by a data protection authority, they shall be required to contribute to the damages and costs in proportion to the percentage of the responsibility they each bear, in accordance with the provisions of the GDPR.

**10.11.** Each Party ("Indemnitor") shall indemnify the other Parties ("Indemnitee") and hold them harmless for any claims or actions by third parties and for any fines imposed by the data protection authorities directly arising from a shortcoming on the part of Indemnitor and/or its Sub-Processors in the fulfilment of its obligations under this Agreement and/or any violation by Indemnitor and/or its sub-contractors/Sub-Processors of the applicable legislation governing the processing of Personal Data, unless not attributable to Indemnitor and/or its sub-contractors/Sub-Processors. This clause applies in an analogous manner to the Indemnitee and/or its Sub-Processors in case the violation is attributable to them.

**10.12.** Any (implicit or explicit) exclusions and limitations of liability for fines imposed by a data protection authority or another supervisory body which are directly related to an attributable breach of the data processing activities on the part of a Party, or to conduct or negligence attributable to the processor, are excluded. Any limitation of liability on the part of the Indemnitor concerned shall expire in the event of wilful misconduct or gross negligence on the part of the Indemnitor concerned.

## **11: MISCELLANEOUS**

### **11.1 ATTACHMENTS, INCONSISTENCIES AND SEVERABILITY**

This Consortium Agreement consists of this core text and  
Attachment 1 (Included Pre-existing Rights)  
Attachment 2 (Accession document)  
Attachment 3 (Identified Affiliated Entities)

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

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

### **11.2 NO REPRESENTATION, PARTNERSHIP OR AGENCY**

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. No Party shall enter into or have the authority to enter into any engagement or make any representation or warranty on behalf of another Party or otherwise bind or oblige the other Party hereto. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

### **11.3 NOTICES AND OTHER COMMUNICATION**

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2., 9.6.2.1.1, and 9.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by e-mail or mail with recorded delivery.

Other communication:

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

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

### **11.4 ASSIGNMENT AND AMENDMENTS**

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.6. require a separate written agreement to be signed between all Parties.

### **11.5 MANDATORY NATIONAL LAW**

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

### **11.6 LANGUAGE**

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

### **11.7 APPLICABLE LAW**

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

### **11.8 SETTLEMENT OF DISPUTES**

The parties shall endeavour to settle their disputes amicably. If not the following Conflict Resolution and Escalation procedure will be followed:

- If an agreement cannot be reached at the task or WP level, then the Coordinator will mediate.
- When required and appropriate, conflicts are discussed on the bi-weekly/monthly ExB Meetings.
- If that is not satisfactory, a dispute between any Parties of the Consortium agreement will be brought into attention of the General Assembly, which will act as a mediator and propose solutions to be agreed by the Parties.
- If that is not satisfactory the European Commission will be informed to act as a mediator and propose solutions to be agreed by the Parties.
- Disputes between the Coordinator and any other Party shall primarily be settled through negotiation.

#### **ICC Arbitration**

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

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

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

However, should any Party (e.g. a Public Body) show that certain policies or provisions of its national law prevents it from submitting the relevant dispute to arbitration, then the concerned Parties will submit the dispute to the Courts of Brussels.

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

## **Section 12: Signatures**

### **AS WITNESS:**

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

**1. National Public Health Organization (Ethnikos Organismos Dimosias Ygeias) (NPHO)** (Registration ID: 997032451), established in 3-5 Agrafon street, Amarousion, Athens Greece P.O. 15123 (VAT number: EL997032451),

Signature:

Name:

Title:

Date:

## **Section 12: Signatures**

### **AS WITNESS:**

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

**AMENDMENT Reference No AMD-101035969-7 Grant Agreement number: 101035969 — JA on Implementation of Best Practices in the area of Mental Health (JA-02-2020) . — as from 16 March 2022 upon request of the beneficiary 2 BUNDESMINISTERIUM FUER SOZIALES, GESUNDHEIT, PFLEGE UNDKONSUMENTENSCHUTZ (BMSGPK), established in Radetzkystrasse 2, WIEN 1030, Austria, this beneficiary was replaced by beneficiary 22, GESUNDHEIT OSTERREICH GMBH (GÖG), established in STUBENRING 6, WIEN 1010, Austria, VAT number: ATU62777178,**

Signature:

Name:

Title:

## **Section 12: Signatures**

### **AS WITNESS:**

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

**3. NATSIONALEN CENTAR PO OBSHTESTVENO ZDRAVE I ANALIZI (NCPHA)**, established in ACAD IVAN GESHOV BLVD 15, SOFIA 1431, Bulgaria, VAT number: BG176094665,

Signature:

Name:

Title:

Date:



## Section 12: Signatures

### AS WITNESS:

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

**4. HRVATSKI ZAVOD ZA JAVNO ZDRAVSTVO (CIPH)**, established in ROCKEFELLEROVA 7, ZAGREB

10000, Croatia, VAT number: HR75297532041

Signature:

Name:

Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

**5. ORGANISMOS KRATIKON YPIRESION YGEIAS (MHS CYPRUS)**, established in ALUMINIUM TOWER, AGIOU ANTONIOU 2, AGLANTZIA NICOSIA 2100, Cyprus, VAT number: CY18007761X

Signature:

Name:

Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

**6. MINISTERSTVO ZDRAVOTNICTVI CESKE REPUBLIKY (MZCR)**, established in PALACKEHO NAMESTI 375/4, PRAHA 12801, Czech Republic

Signature:

Name:

Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

7. **SOTSIAALMINISTEERIUM (MSAE)**, established in Suur-Ameerika 1, TALLINN 10122, Estonia

Signature:

Name: Maarjo Mändmaa

Title: Secretary General

Date:

## Section 12: Signatures

### AS WITNESS:

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

**8. TERVEYDEN JA HYVINVOINNIN LAITOS (THL)**, established in MANNERHEIMINTIE166, HELSINKI 00271, Finland, VAT number: FI22295006

Signature(s):

Name(s):

Title(s):

Date:

## Section 12: Signatures

### AS WITNESS:

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

**9. MINISTERE DES AFFAIRES SOCIALES ET DE LA SANTE (MOH FRANCE)**, established in AVENUE DUQUESNE 14, PARIS CEDEX 75350, France, VAT number: N/A

Signature:

Name:

Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

**10. BUNDESZENTRALE FÜR GESUNDHEITLICHE AUFKLAERUNG (BZgA)**, established in MAARWEG 149-161, KOLN 50825, Germany, VAT number: DE122948246

Signature(s):

Name(s):

Title(s):

Date:

## Section 12: Signatures

### AS WITNESS:

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

**11. ORSZAGOS KORHAZI FOIGAZGATOSAG (OKFO)**, established in DIOS AROK 3, BUDAPEST 1125, Hungary, VAT number: HU15845883

Signature:

Name:

Title:

Date:



## Section 12: Signatures

### AS WITNESS:

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

**12. EMBAETTI LANDLAEKNIS (DOHI)**, established in BARONSSTIG 47, REYKJAVIK 101, Iceland

Signature(s):

Name(s):

Title(s):

Date:

## Section 12: Signatures

### AS WITNESS:

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

**13. REGIONE LOMBARDIA (LOMBARDY REGION)**, established in PIAZZA CITTA DI LOMBARDIA 1, MILANO 20124, Italy, VAT number: IT12874720159

Signature(s):

Name(s):

Title(s):

Date:

## Section 12: Signatures

### AS WITNESS:

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

**14. LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM)**, established in VILNIAUS G 33, VILNIUS LT 01506, Lithuania,

Signature(s):

Name(s):

Title(s):

Date:

## Section 12: Signatures

### AS WITNESS:

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

**15. Ministry for Health - Government of Malta (MFH)**, established in Palazzo Castellania, Merchants Street 15, Valletta VLT 200, Malta, VAT number: MT12979127

Signature(s):

Name(s):

Title(s):

Date:

## Section 12: Signatures

### AS WITNESS:

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

**16.STICHTING TRIMBOS- INSTITUUT, NETHERLANDS INSTITUTE OF MENTAL HEALTH AND ADDICTION (TRIMBOS)**, established in DA COSTAKADE 45, UTRECHT 3521 VS, Netherlands, VAT number: NL805514806B01

Signature:

Name:

Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

**17. HELSEDIREKTORATET (HDIR)**, established in VITAMINVEIEN 4, OSLO 0213, Norway, VAT number: NO983544622

Signature:

Name:

Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

**18. INSTITUT ZA ZASTITU ZDRAVLJA SRBIJEDR MILAN JOVANOVIĆ BATUĆ (IPHS)**, established in DR SUBOTICA STREET 5, BEOGRAD 11000, Serbia, VAT number: RS102000930

Signature:

Name:

Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

**19. NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ)**, established in TRUBARJEVA CESTA 2, LJUBLJANA 1000, Slovenia, VAT number: SI44724535,

Signature:

Name:

Title:

Date:



## Section 12: Signatures

### AS WITNESS:

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

**20. SERVICIO MURCIANO DE SALUD (SMS)**, established in C CENTRAL 7, MURCIA 30100, Spain, VAT number: ESQ8050008E,

Signature:

Name:

Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

**21. FOLKHALSOMYNDIGHETEN (FOHM/PHAS)**, established in NOBELS VAG 18, SOLNA 171 82, Sweden,  
VAT number: SE202100654501

Signature:

Name:  
Title:

Date:

## Section 12: Signatures

### AS WITNESS:

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

**22. GESUNDHEIT OSTERREICH GMBH (GÖG)**, established in STUBENRING 6, WIEN 1010, Austria, VAT number: ATU62777178, — as from 16 March 2022 \*

Signature:

Name:

Title:

Date:

\* AMENDMENT Reference No AMD-101035969-7 Grant Agreement number: 101035969 — JA on Implementation of Best Practices in the area of Mental Health (JA-02-2020) . — as from 16 March 2022 upon request of the beneficiary 2 BUNDESMINISTERIUM FUER SOZIALES, GESUNDHEIT, PFLEGE UNDKONSUMENTENSCHUTZ (BMSGPK), established in Radetzkystrasse 2, WIEN 1030, Austria, this beneficiary was replaced by GESUNDHEIT OSTERREICH GMBH (GÖG), established in STUBENRING 6, WIEN 1010, Austria, VAT number: ATU62777178,

**[ATTACHMENT 1: “PRE-EXISTING RIGHTS”**

Non declared by 2/08/2022

## ATTACHMENT 2: ACCESSION DOCUMENT

ACCESSION

of a new Party to

JA Consortium Agreement, version **DATE XX 2020**

**[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]**.

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]**

Signature(s)

Name(s)

Title(s)

### **Attachment 3: Identified Affiliated Entities according to Section 9.5**

The following '**affiliated entities**' may implement the action tasks attributed to them in Annex 1 of the Grand Agreement and the Consortium Plan:

- **NARODNI USTAV DUSEVNIHO ZDRAVI (NIMH)**, affiliated or linked to MZCR
- **TERVISE ARENGU INSTITUUT (NIHD)**, affiliated or linked to MSAE
- **INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM)**, affiliated or linked to MOH FRANCE
- **SEMMELWEIS EGYETEM (SU)**, affiliated or linked to OKFO
- **DEBRECENI EGYETEM (UD)**, affiliated or linked to OKFO
- **ISTITUTO DI RICERCHE FARMACOLOGICHE MARIO NEGRI (MNIPR)**, affiliated or linked to  
LOMBARDY REGION
- **POLITECNICO DI MILANO (POLIMI)**, affiliated or linked to LOMBARDY REGION
- **UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA (UNIMIB)**, affiliated or linked to  
LOMBARDY  
REGION
- **AZIENDA SOCIO SANITARIA TERRITORIALE DI LECCO (ASST LECCO)**, affiliated or linked to LOMBARDY REGION
- **PROVINCIA LOMBARDO VENETA - ORDINE OSPEDALIERO DI SAN GIOVANNI DI DIO- FATEBENEFRATELLI (FBF)**, affiliated or linked to LOMBARDY REGION
- **SERVICIO MADRILENO DE SALUD (SERMAS)**, affiliated or linked to SMS
- **FUNDACION PUBLICA ANDALUZA PROGRESO Y SALUD (FPS)**, affiliated or linked to SMS
- **SERVICIO VASCO DE SALUD OSAKIDETZA (OSAKIDETZA)**, affiliated or linked to SMS
- **SERVICIO NAVARRO DE SALUD-OSASUNBIDEA (SNS-O)**, affiliated or linked to SMS
- **FUNDACION PARA LA FORMACION E INVESTIGACION SANITARIAS DE LA REGION DE MURCIA (FFIS)**, affiliated or linked to SMS
- **SERVEI CATALA DE LA SALUT (CatSalut)**, affiliated or linked to SMS
- **SERVICIO ANDALUZ DE SALUD (SAS)**, affiliated or linked to SMS
- **REGION DE MURCIA (Consej- Mujer)**, affiliated or linked to SMS