

Consortium Agreement of Joint Action Mental Health Together (MENTOR)

Version 2.0-1 – 1st September, 2024

(Based on DESCA – Model Consortium Agreement for Horizon Europe, Version DESCA HE 2.0, February 2024)

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Version	Date	Changes
Version 2.0-1	1 st September, 2024	Initial version of the Mentor Consortium Agreement
Version ...		

Consortium Agreement

THIS CONSORTIUM AGREEMENT, hereinafter referred to as "Consortium Agreement" or "Agreement", is based upon Regulation (EU) 2021/522 of the European Parliament and of the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health ('EU4Health Programme') for the period 2021-2027, hereinafter referred to as "EU4Health Regulation", and on the European Commission's General Model Grant Agreement and its Annexes, and is made on the Project start date at September 1st, 2024, hereinafter referred to as the Effective Date

BETWEEN:

VALSTS SIA RIGAS PSIHIATRIJAS UN NARKOLOGIJAS CENTRS (RPNC), PIC 881163036, with legal address at TVAIKA STR 2, RIGA, LV-1005, **Latvia**, the Coordinator

ORGANISMOS KRATIKON YPIRESION YGEIAS (SHSO-MHS), PIC 891074787, established in PRODROMOU 1 AND CHILONOS 17, NICOSIA 1448, **Cyprus**,

REGION SYDDANMARK (RSD), PIC 999602073, established in DAMHAVEN 12, VEJLE 7100, **Denmark**,

SOTSIAALMINISTEERIUM (MOSA), PIC 998429731, established in Suur-Ameerika 1, TALLINN 10122, **Estonia**,

TERVEYDEN JA HYVINVOINNIN LAITOS (THL), PIC 996697893, established in MANNERHEIMINTIE 166, HELSINKI 00271, **Finland**,

MINISTERE DE LA SANTE ET DE LA PREVENTION (FR-MOH), PIC 998887377, established in AVENUE DUQUESNE 14, PARIS CEDEX 75350, **France**,

BUNDESZENTRALE FUR GESUNDHEITLICHE AUFKLARUNG (BZgA), PIC 998190723, established in MAARWEG 149-161, KOLN 50825, **Germany**,

NEMZETI NEPEGESZSEGUGYI ES GYOGYSZERESZETI KOZPONT (NNGYK), PIC 998706957, established in ALBERT FLORIAN UT 2-6, BUDAPEST 1097, **Hungary**,

LANDLAEKNIS EMBAETTID (DOHI), PIC 955430213, established in KATRINARTUNI 2, REYKJAVIK 105, **Iceland**,

ISTITUTO SUPERIORE DI SANITA (ISS), PIC 999978821, established in Viale Regina Elena 299, ROMA 00161, **Italy**,

LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM LT), PIC 933839468, established in VILNIAUS G 33, VILNIUS LT 01506, **Lithuania**,

The State of the Netherlands, having its seat in The Hague, represented by the Dutch minister of Health, Welfare and Sport (VWS), for these purposes represented by prof. dr. ir. J. Brug, Director-General of the **RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)**, PIC 999991431, organized and duly existing under the laws of the Netherlands, with its principal office at Antonie Van Leeuwenhoeklaan 9, BILTHOVEN 3721 MA, **the Netherlands**,

FOLKEHELSEINSTITUTTET (NIPH), PIC 999478883, established in LOVISENBERGGATA 8, OSLO 0456, **Norway**,

NARODOWY FUNDUSZ ZDROWIA (NHF), PIC 998161332, established in UL.RAKOWIECKA 26/30, WARSZAWA 02-528, **Poland**,

CENTRUL NATIONAL DE SANATATE MINTALA SI LUPTA ANTIDROG (NCMHFAD), PIC 933059685, established in PITAR MOS7-15 SECTOR 1, BUCURESTI 010451, **Romania**,

NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ), PIC 948891346, established in TRUBARJEVA CESTA 2, LJUBLJANA 1000, **Slovenia**,

ASOCIACIÓN INSTITUTO DE INVESTIGACIÓN EN SISTEMAS DE SALUD- BIOSISTEMAK (BIOSISTEMAK), PIC 955006420, established in RONDA DE AZKUE 1TORRE DEL BILBAO EXHIBITION CENTRE, BARAKALDO 48902, **Spain**,

FOLKHALSOMYNDIGHETEN (PHAS), PIC 949789954, established in NOBELS VAG 18,SOLNA 171 82, **Sweden**, and

STATE INSTITUTION PUBLIC HEALTH CENTER OF THE MINISTRY OF HEALTH OF UKRAINE (PHC), PIC 906650465, established in 41 YAROSLAVSKA STR, KYIV 04071, **Ukraine**,

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary” (Unless otherwise specified, references to ‘beneficiary’ or ‘beneficiaries’ in this Consortium Agreement include the Coordinator and Affiliated Entities), and

MINISTERE DE LA SANTE ET DE LA SECURITE SOCIALE (DISA), PIC 998888153, established in 1 RUE CHARLES DARWIN 1433, **Luxemburg**, hereinafter, referred to as “Associated Partner”,

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

relating to the Joint Action entitled

Mental Health Together

in short

MENTOR

hereinafter referred to as “Project”.

Project Data: Project number: **101162928**

Project name: **Mental Health Together**

Project acronym: **MENTOR**

Call: **EU4H-2023-JA-2-IBA**

Topic: **EU4H-2023-JA-2-IBA-04**

Type of action: **EU4H Project Grants**

Granting authority: **European Health and Digital Executive Agency**

Grant managed through EU Funding & Tenders Portal: **Yes (eGrants)**

Grant mode: **Action grant**

Project starting date: first day of the month following the entry into force date

Project end date: starting date + months of duration

Project duration: **36 months**

List of Participants:

N°	Role ¹	Short name	Legal name	Ctry	PIC
1	COO	RPNC	VALSTS SIA RIGAS PSIHIATRIJAS UN NARKOLOGIJAS CENTRS	LV	881163036
2	BEN	SHSO-MHS	ORGANISMOS KRATIKON YPIRESION YGEIAS	CY	891074787
3	BEN	RSD	REGION SYDDANMARK	DK	999602073
4	BEN	MOSA	SOTSIAALMINISTEERIUM	EE	998429731
5	BEN	THL	TERVEYDEN JA HYVINVOINNIN LAITOS	FI	996697893
6	BEN	FR-MOH	MINISTERE DE LA SANTE ET DE LA PREVENTION	FR	998887377
7	BEN	BZgA	BUNDESZENTRALE FUR GESUNDHEITLICHE AUFKLARUNG	DE	998190723
7.1	AE	ULEI	UNIVERSITAET LEIPZIG	DE	999854564
7.2	AE	SB	FREIE HANSESTADT BREMEN	DE	998928796
8	BEN	NNGYK	NEMZETI NEPEGESZSEGUGYI ES GYOGYSZERESZETI KOZPONT	HU	998706957
8.1	AE	OKFÓ	ORSZAGOS KORHAZI FOIGAZGATOSAG	HU	891516331
8.2	AE	BCH	MAGYARORSZAGI REFORMATUS EGYHAZ BETHESDA GYERMEKKORHAZA	HU	918286488
9	BEN	DOHI	LANDLAEKNIS EMBAETTID	IS	955430213
9.1	AE	PHCI	HEILSUGAESLA HOFUDBORGARSVAEDISINS	IS	917819724
9.2	AE	NUHI	LANDSPITALI UNIVERSITY HOSPITAL	IS	999821390
10	BEN	ISS	ISTITUTO SUPERIORE DI SANITA	IT	999978821
10.1	AE	PROMIS	AZIENDA ULSS 4 VENETO ORIENTALE	IT	953342870
10.2	AE	ASL TORINO	AZIENDA SANITARIA LOCALE CITTA DI TORINO	IT	899690036
10.3	AE	UniMiBi	UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA	IT	999923531
11	BEN	SAM LT	LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA	LT	933839468
12	BEN	RIVM	RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU	NL	999991431
12.1	AE	TRIMBOS	STICHTING TRIMBOS- INSTITUUT, NETHERLANDS INSTITUTE OF MENTAL HEALTH AND ADDICTION	NL	998923073
13	BEN	NIPH	FOLKEHELSEINSTITUTTET	NO	999478883
13.1	AE	SSB	STATISTISK SENTRALBYRAA	NO	999456379
14	BEN	NHF	NARODOWY FUNDUSZ ZDROWIA	PL	998161332
15	BEN	NCMHFAD	CENTRUL NATIONAL DE SANATATE MINTALA SI LUPTA ANTIDROG	RO	933059685
16	BEN	NIJZ	NACIONALNI INSTITUT ZA JAVNO ZDRAVJE	SI	948891346
17	BEN	BIOSISTEMAK	ASOCIACIÓN INSTITUTO DE INVESTIGACIÓN EN SISTEMAS DE SALUD-BIOSISTEMAK	ES	955006420
17.1	AE	GENCAT	DEPARTAMENT DE SALUT - GENERALITAT DE CATALUNYA	ES	999826919
17.2	AE	FRCB-IDIBAPS	FUNDACIO DE RECERCA CLINIC BARCELONA- INSTITUT D INVESTIGACIONS BIOMEDIQUES AUGUST PI I SUNYER	ES	999477525
17.3	AE	ICO	INSTITUT CATALA D'ONCOLOGIA	ES	998420031
17.4	AE	IDIVAL	FUNDACION INSTITUTO DE INVESTIGACION MARQUES DE VALDECILLA	ES	946556944

N°	Role ¹	Short name	Legal name	Ctry	PIC
17.5	AE	FFIS	FUNDACION PARA LA FORMACION E INVESTIGACION SANITARIAS DE LA REGION DE MURCIA	ES	962632463
17.6	AE	SMS	SERVICIO MURCIANO DE SALUD	ES	934953804
17.7	AE	SAS	SERVICIO ANDALUZ DE SALUD	ES	998853621
17.8	AE	FUNDESALUD	FUNDACION PARA LA FORMACION E INVESTIGACION DE LOS PROFESIONALES DE LASALUD DE EXTREMADURA FUNDESALUD	ES	932288729
18	BEN	PHAS	FOLKHALSOMYNDIGHETEN	SE	949789954
19	BEN	PHC	STATE INSTITUTION PUBLIC HEALTH CENTER OF THE MINISTRY OF HEALTH OF UKRAINE	UA	906650465
20	AP	DISA	MINISTERE DE LA SANTE ET DE LA SECURITE SOCIALE	LU	998888153
21	AP	MHB	MEDIZINISCHE HOCHSCHULE BRANDENBURG CAMPUS GMBH	DE	898913260
22	AP	LOMBARDIA	REGIONE LOMBARDIA	IT	999654065
23	AP	HDIR	HELSEDIREKTORATET	NO	974772304
24	AP	SES	SERVICIO EXTREMENO DE SALUD	ES	893253116

Role¹:

- COO** Coordinator – the signatory of this Agreement who participate in the action as Beneficiary and coordinate all participants.
- BEN** Beneficiary – the signatories of this Agreement (either directly or through an accession form) with an obligation to implement action tasks and right to charge costs and claim contributions. The Beneficiary remains solely responsible and liable regarding implementation of its involved third parties and its Affiliated entity part of the Project.
- AE** Affiliated Entity – entities affiliated to a Beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/10464 which participate in the action with similar rights and obligations as the Beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).
- AP** Associated Partners – entities which participate in the action, but without the right to charge costs or claim contributions.

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Programme for the Union's action in the field of health ('EU4Health Programme') for the period 2021-2027, and the Parties entered into the Grant Agreement preparation phase with the Granting Authority.

At the end of the Grant Agreement preparation phase, the Coordinator was requested to sign the ensuing Grant Agreement No. 101162928 (hereinafter "Grant Agreement") on behalf of the other Beneficiaries, which afterwards acceded to this Grant Agreement by signing an accession form.

According to the Grant Agreement, the Parties shall contribute to reduce the burden of mental ill-health and promote good mental health and well-being, both at personal and population level, including communities and settings. MENTOR aims at sharing experiences from the political to the clinical professional sphere, incorporating evidence-based best practices and adapting initiatives to achieve long-term sustainability of promoting mental health and well-being both at personal and population level. MENTOR will support the Member States (MS) in the implementation of comprehensive public health policies and policy mechanisms by: i) preparing the ground for well-being and mental health resilience, by developing a Mental Health in All Policies (MHIAP) methodology, which creates favourable conditions addressing environmental and social determinants; ii) promoting mental health and preventing mental disorders with emphasis on specific vulnerable groups of population (migrants, refugees, Roma people, people displaced from Ukraine) and in particular children, adolescents, and youth of these groups; iii) enabling people with mental disorders to live their lives as fully as possible by protecting rights, enhancing their social inclusion, and tackling stigma; iv) providing equitable and timely access to high-quality mental health services able to deliver innovative interventions to set people at the centre of their care and meet their identified health- and wellbeing needs. In order to improve health interventions and health promotion in MS, MENTOR will work also on the use of digital technology (such as platforms and apps) to build mental health services and monitoring systems for the future and take steps to develop and endorse a set of standards and principles with the aim of ensuring that digital solutions to promoting and preventative mental health actions are clinically validated, ethical, efficacious, safe, sustainable, trustworthy, and usable in open access.

Since one of the Parties (the Associated Partner) is not a Party of the Grant Agreement signed by the Beneficiaries and the Granting Authority (hereinafter "Grant Agreement") Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement.

The Parties acknowledge that this is a mutual agreement between the Parties that does not involve the EC nor the Granting Authority.

The Parties acknowledge that they are responsible for all third parties involved by them in the Project (including their Affiliated Entities) and they are obliged to implement the Project under their own responsibility and in accordance with the Grant Agreement, with all the obligations and terms and conditions it sets out relating to the Project.

The Parties are aware that any entities and persons subject to EU restrictive measures (also called 'sanctions') cannot participate in the Project in any capacity, including as associated partners or subcontractors.

The Parties are aware that this Consortium Agreement is based upon the actual version of [DESCA model consortium agreement](#) (Version DESCHE 2.0, February 2024), that is adapted to address the features of MENTOR.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the EU4Health Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Access Rights”

Access rights in this Consortium Agreement have the meaning of Article 16 and Annex 5 of the Grant Agreement.

“Background”

Background in this Consortium Agreement have the meaning of Article 16 and Annex 5 of the Grant Agreement. Background means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- (a) held by the Parties before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the Beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

“Consortium Agreement”

Consortium Agreement means this document and its attachments, including any amendments thereto as well as any other document incorporated therein by reference, which are integral parts of this Consortium Agreement.

“Joint Ownership”

Joint ownership means the sharing of intellectual property rights to a particular Results between two or more Parties; and it is not possible to establish the respective contribution of each Party; or separate them for the purpose of applying for, obtaining or maintaining their protection unless they agree on the assignment of the intellectual property rights to one of them.

“Consortium Body”

Consortium Body means any management body described in Section 6.1 of this Consortium Agreement.

“Consortium Plan”

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

“Defaulting Party”

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

“Fair and Reasonable conditions”

Fair and Reasonable conditions means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

“Force Majeure”

Force Majeure in this Consortium Agreement have the meaning of Article 35 of the Grant Agreement.

Force Majeure means any situation or event that meets all following conditions:

- prevents either Party from fulfilling their obligations under this Consortium Agreement,
- was unforeseeable, exceptional situation and beyond the Parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

“Granting Authority”

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

“Internal Progress Report”

Internal Progress Report means a written report issued by each Party for each work package providing information to enable the monitoring of the status of completion of a work package.

“Needed”

Needed means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Results”

Results in this Consortium Agreement have the meaning of Article 16.2 of the Grant Agreement.

Results means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

“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.

“Third parties”

Third parties means any entity or person which is not a Party to this Consortium Agreement, including but not limited to Affiliated Entities and subcontractors. It is not relevant whether the Third parties are involved in the Project or not.

“Work Package Leader”

Work Package Leader means a representative of the Party appointed to lead a work package according to Annex 1 of the Grant Agreement, who shall coordinate the completion of activities for the tasks in the relevant work package.

"Work Package Co-Leader"

The Work Package Co-Leader supports the Work Package Leader in their tasks and may act as Work Package Leader when necessary.

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

In the event an authorised representative of the Party has no permission to issue a power of attorney to sign documents on behalf of the Party represented, that Party may send to Coordinator prior written consent regarding the entry of a new Party to the Consortium Agreement or shall use its veto rights.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement. This includes amendments regarding any no-cost extension of MENTOR approved by the Granting Authority, if any.

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

If:

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

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

If Associated Partner's participation in the Project is terminated, this Consortium Agreement shall automatically terminate in respect of this Associated Partner, subject to the provisions surviving the expiration or termination under Section 3.3 and Section 4.6 of this Consortium Agreement.

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

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

Each Beneficiary shall ensure that its obligations under the Grant Agreement and this Consortium Agreement apply “mutatis mutandis” to its Affiliated Entities, if any, and shall share all relevant Project information, including but not limited to the Grant Agreement and this Consortium Agreement, with them.

The Beneficiary to which the Associated Partner is linked¹ shall ensure:

- the proper implementation of the tasks proceeded by the Associated Partner (proper quality, timely delivery, etc),
- that the Associated Partner complies with certain obligations listed in Article 9.1 of the Grant Agreement,
- that the bodies mentioned in Article 25 of the Grant Agreement (e.g. Granting Authority, the European Court of Auditors, the European Anti-Fraud Office) can exercise their rights towards their Associated Partner,
- that obligations above are accepted by the Associated Partner in written.

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

4.2 Breach

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

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

Breaches by Affiliated Entities shall be handled in the same manner as breaches by Beneficiaries. Recovery of undue amounts from Affiliated Entities shall be handled through the Beneficiaries.

¹ *The meaning of the link is a country of origin.*

4.3 Involvement of third parties

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

All Parties must comply with the applicable national law on public procurement to subcontract Third parties. All procurement procedures must comply with the principles of EU legislation, must be supported by documentary evidence and presented on first request of Coordinator or Granting Authority.

4.4 Specific responsibilities regarding data protection

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

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

The Parties must ensure that personal data is:

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

The Parties' specific responsibilities regarding data protection include that:

- All participants shall comply with all requirements of applicable privacy legislation with regard to the processing of personal data in relation to this Consortium Agreement, including the obligation to carry out risk assessments and to enter into data processing agreements with data processor and joint controller agreements with joint controllers. In the event of any conflict, related to data protection issues, between such data processing, data sharing and/or joint controller agreement and this Consortium Agreement, the agreement regulating data protection shall prevail.
- They in accordance with Article 32 GDPR shall take satisfactory technical, physical, and organizational safeguards to protect personal data comprised by this Agreement from unauthorized use, or access, alteration, deletion, damage, loss or inaccessibility.

- If they discover errors or signs of errors in connection with the processing of personal data under this Consortium Agreement, the Party that discovers the error shall immediately inform the other Parties involved and take reasonable remedial action to remedy the error(s).
- They have a sufficient legal basis for its respective processing of personal data, in accordance with Articles 6 and 9 GDPR.
- They will comply with the principle of data minimisation and only process personal data when it is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
- Transfer of personal data to third countries outside the European Economic Area shall always take place in compliance with chapter V of the GDPR. If transfers to third countries are needed, they shall not take place without appropriate measures and safeguards, and they will be subject to written approval from the Party which has granted the right to use the personal data. Transfers of personal data to Ukraine may be based on the derogation in Article 49(1)(d) GDPR – "the transfer is necessary for important reasons of public interest" (as borne out inter alia by Articles 3 and 4 of the EU4Health Regulation 2021/522). If a Party transfers personal data to Ukraine based on Article 49(1)(d) GDPR, the Party shall ensure that the transfer is limited to what is strictly necessary, and pursuant to a level of protection of the personal data that is essentially equivalent to the protection in the European Economic Area. It is not an obligation to use Article 49(1)(d) as a basis for transfers to Ukraine, and other transfer instruments can be used if a Party find this to be more suitable.
- When agreed upon separately between the Parties, indemnification for harm resulting from breaches of an agreement regarding processing of personal data can include compensation in kind, such as a letter to the editor or corrections in scientific journals or other relevant media.

The Parties may grant their personnel access to personal data only if it is strictly necessary for the implementing, managing and monitoring the Consortium Agreement. Parties must ensure that its personnel is under a confidentiality obligation.

The Parties must inform the persons whose data are transferred to the Granting authority and provide them with the Portal Privacy Statement.

4.5 Specific responsibilities regarding reporting and implementation

4.5.1 Internal Progress Reports

The Parties commit to continuously provide information on the progress of the implementation of the work packages. In particular, they shall issue an Internal Progress Report to the Work Package Leader upon request 14 days ahead of the relevant meeting of the Executive Board. The Internal Progress Report provided should allow for an assessment of the status or completion of each work package in order to enable monitoring, e.g. through certain performance indicators as defined in Annex 1 of the Grant Agreement, if any.

4.5.2 Proper implementation

Each Party shall perform its tasks in accordance with the Consortium Plan and contribute to the completion of the work package.

If a work package cannot be completed, the Parties must collaborate to propose an amendment of the Grant Agreement for that work package via an alternative solution.

4.5.3 Termination reports

A leaving Party shall issue a termination report to the Executive Board in accordance with Article 32 of the Grant Agreement on the activities implemented by it and completion of its work share in the work packages it is involved in for the period until its termination takes effect.

4.5.4 Consequences of non-compliance

Improper reporting or implementation of the Project may lead to a breach procedure and termination of a Party's participation according to Section 4.2 of this Consortium Agreement. The Parties are aware, that their implementation may affect the completion of tasks or work packages by other Parties and that improper implementation or reporting can lead to liability in accordance with Section 5 of this Consortium Agreement, e.g. in case of reduction or recovery of funding by the Granting Authority.

4.6 Specific responsibilities for the Associated Partners

For the avoidance of doubt, the Associated Partner(s) do(es) not sign the Grant Agreement and do(es) not receive funding from the Granting Authority and therefore do(es) not have a right to charge costs or claim contributions from the Granting Authority. Associated Partner(s) must ensure its/their own funding for the implementation of the Project by providing the Coordinator a Letter of Intent regarding their financial capacity for the implementation of project tasks and obligations arising from the Consortium Agreement. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partner(s). The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partner(s).

In order to comply with article 9 of the Grant Agreement, which states that the Beneficiaries must ensure that their relevant contractual obligations also apply to the Associated Partners, the latter shall also sign this Consortium Agreement, and thus the Associated Partner(s) hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20).

The Associated Partner(s) support(s) the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit(s) to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partner(s) hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner(s).

Any Associated Partner from a non-EU country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2. of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to once the amount of its total estimated costs.

Should the Associated Partner(s) be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement and the Grant Agreement.

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

The Beneficiary remains solely responsible and liable regarding implementation of its involved Third parties and its Affiliated Entity's part of the Project.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and in case of Associated Partners to once the amount of its total estimated costs. The limitation to the Beneficiaries' general aggregate liability also applies to its Affiliated Entities.

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

5.3 Damage caused to third parties

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

In the event the loss, damage or injury to third party(-ies) is caused by willful misconduct or grossly negligent of other Party, the Party called for reimburse shall has a right to indemnify from the guilty Party.

5.4 Force Majeure

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

Each Party will notify the Consortium Forum of any Force Majeure without undue delay describing the Force Majeure event, its anticipated duration and use reasonable efforts to resume performance as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Consortium Forum.

5.5 Compliance

Subject to the foregoing liability exclusions and limitation, each Party shall be legally accountable to ensure that its work in the Project complies fully with all applicable local, national, European and international laws, regulations and guidelines which are effective during the period of the Project, including those governing health and safety, Data protection, and where relevant, the use of human or animal subjects and good clinical practice (including national legislation implementing the Parliament's Directive 2001/20/EC on good clinical practice).

In this regard, each Party shall follow the confidentiality rules in accordance with Section 10 of this Consortium Agreement.

6 Governance structure

6.1 General structure

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

- The **Consortium Forum** as the ultimate decision-making body of the consortium
- The **Executive Board** as the supervisory body for the execution of the Project, which shall report to and be accountable to the Consortium Forum
- The **Coordinator** as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement
- The **Project Core Team** as a management group without decision making authority. Its role is to analyse the implementation status quo and make suggestions to the Coordinator to address and mitigate any conflict questions or situations that might arise.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is appointed to take part in any Consortium Body shall designate one representative with voting rights to that Consortium Body (hereinafter referred to as "Member").

Any Member:

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

Consortium Body	Ordinary meeting	Extraordinary meeting
Consortium Forum	At least once a year	At any time upon request of the Executive Board or 1/3 of the Members of the Consortium Forum
Executive Board	3 months	At any time upon request of any Member of the Executive Board

6.2.2.2 Notice of a meeting

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

Consortium Body	Ordinary meeting	Extraordinary meeting
Consortium Forum	30 calendar days	10 calendar days
Executive Board	10 calendar days	5 calendar days

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body an agenda together with the written Notice of a meeting.

6.2.2.4 Adding agenda items:

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

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

Consortium Forum	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days

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

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

6.2.2.7 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.2.2.8 Decisions without a meeting

Any decision may also be taken without a meeting if

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

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

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

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

6.2.3 Voting rules and quorum

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

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

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

6.2.3.3 A Party which the Consortium Forum has declared according to Section 4.2 to be a Defaulting Party may not vote.

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

6.2.3.5 The Associated Partner may not vote, or veto decisions of the Consortium Forum related to the Section 7. of this Consortium Agreement, financial amendments to the Consortium Plan, the distribution of EU contribution among the Beneficiaries, proposals for an amendment to the Annex 2 of the Grant Agreement and other financial matters.

Associated Partner may participate in all meetings of the Consortium Forum at its discretion, but its vote shall not be considered for purposes of meeting quorum to decide on financial matters, and only Parties with voting rights regarding the item of Agenda shall be considered.

6.2.4 Veto rights

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

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

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

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

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

- 6.2.4.5 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all the Parties.
- 6.2.4.6 A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.
- 6.2.4.7 A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

- 6.2.5.1 The chairperson of a Consortium Body shall be responsible for taking minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 14 calendar days of the meeting.
- 6.2.5.2 The minutes shall be considered as accepted if, within 14 calendar days from receipt, no Member has sent an objection by written notice to the chairperson with respect to the accuracy of the draft of the minutes.
- 6.2.5.3 The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Consortium Forum

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

6.3.1.1 Members of the Consortium Forum:

- 6.3.1.1.1 The Consortium Forum shall consist of one representative of each Party (hereinafter Consortium Forum Member).
- 6.3.1.1.2 Each Consortium Forum Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2 of this Consortium Agreement (subject to Section 4.6. and 6.2.3.5 of this Consortium Agreement).
- 6.3.1.1.3 The Coordinator shall chair all meetings of the Consortium Forum, unless decided otherwise in a meeting of the Consortium Forum.
- 6.3.1.1.4 The Parties agree to abide by all decisions of the Consortium Forum. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

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

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

The following decisions shall be taken by the Consortium Forum:

6.3.1.2.1 Content, finances and intellectual property rights

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

6.3.1.2.2 Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

6.3.1.2.3 Breach, defaulting party status and litigation

- 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
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (e.g. Section 7.1.4)

6.3.1.2.4 Appointments

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

- Executive Board Members
- External Expert Advisory Board Members

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

6.3.2 Executive Board

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

6.3.2.1 Members of the Executive Board

The Executive Board shall consist of the six Work Package Leaders, including the Coordinator.

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

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the chairperson of the meeting to the Consortium Forum Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the Consortium Forum according to Section 6.3.1.2.

6.3.2.3.2 The Executive Board shall support the Coordinator in seeking a consensus among the Parties.

6.3.2.3.3 The Executive Board shall be responsible for the proper execution and implementation of the decisions of the Consortium Forum.

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

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

6.3.2.3.6 The Executive Board shall:

- support the Coordinator in seeking synergies between the Work Packages;
- inform Work Package tasks leads and contributors on decisions taken in the Executive Board;
- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the Consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

Dissemination activities might also be fully steered by a dedicated Work Package participants without any involvement of the Executive Board.

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

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

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

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

It is not the role of the Coordinator to verify the eligibility of the costs nor to request justification – each Beneficiary remains solely responsible towards the Granting Authority for the cost it declares.

The Coordinator may delegate part of the coordination tasks only within the limits of Article 7 (b) of the Grant Agreement.

6.4.3 If the Coordinator fails in its coordination tasks, the Consortium Forum may propose to the Granting Authority to change the Coordinator.

6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement. However, the Coordinator is explicitly allowed to countersign Attachment 2 (accession document) of this Consortium Agreement with a new Party in response to a decision taken by the responsible Consortium Body according to Section 3.1 of 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 The Project Core Team

The Project Core Team is an assessment group of the Consortium without formal decision making power. It shall assess the individual and overall implementation of the Project.

6.5.1. Members of the Project Core Team

The Project Core Team shall consist of the Coordinator and other Work Package Leaders and Co-Leaders. Task Leaders may be invited to attend the meetings of The Project Core Team.

6.5.2. Meetings

The Coordinator shall chair all meetings of the Project Core Team, unless decided otherwise by a majority of the Project Core Team.

The chairperson shall convene ordinary meetings of the Project Core Team every month and shall also convene extraordinary meetings (upon proposal of one member) at any time if needed for Project implementation.

Meetings of the Project Core Team are usually held by tele- or videoconference or other telecommunication means.

The chairperson of the Project Core Team meetings shall be responsible for taking minutes of each meeting upon request of 51% of the Project Core Team members. The Project Core Team meeting minutes may be replaced by recording of videoconference. The chairperson shall make available minutes to all members within 10 calendar days of the meeting.

6.5.3. Responsibilities

The Project Core Team shall be responsible for:

- Keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);
- Evaluating suggestions of the Executive Board for the reallocation of tasks and budget in work packages;
- Making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the Consortium Forum, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;
- Assessing reports presented by each Work Package Leader, which have been compiled by the Work Package Leader based on the Internal Progress Reports;
- Assessing the status or completion of each work package and preparing the periodic reporting for the work packages together with the Coordinator;
- Proposing payment instalments to the Coordinator, in the event of rearranging some of tasks that could cause changes to the budget;
- Supporting the Coordinator in preparing meetings with the Granting Authority and in preparing related information and deliverables;
- Supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party's participation;

- Suggesting additional performance indicators or modification of existing performance indicators if necessary, for the determination of proper completion of Work Packages to the Consortium Forum.

6.6 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB), if any, will be appointed and steered by the Consortium Forum. The EEAB shall assist and facilitate the decisions made by the Consortium Forum.

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

Its terms shall be not 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/disclosed, whichever date is earlier.

By way of exception to Section 6.4.4 above, the Parties at the Consortium Forum may mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the EEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EEAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the SAB members is enclosed in Attachment 4. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 4.

The Coordinator shall write the minutes of the EEAB meetings and submit them to the Consortium Forum. The EEAB members shall be allowed to participate in Consortium Forum meetings upon invitation but have not any voting rights.

7 Financial provisions

Section 7 of the Consortium Agreement does not apply to Associated Partners

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

A Party shall be funded only for its tasks (and its Affiliated Entities tasks) carried out in accordance with the Consortium Plan. Each Party shall be responsible for the management and the payment of its Third parties and must ensure that they meet all the relevant obligations stipulated in the Grant Agreement.

All Parties shall inform the Coordinator at signature of this Consortium Agreement of their current bank account data for payment and as soon as any changes to this data occur during the Project.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

A Party and its Affiliated Entity 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.

The Consortium Plan may be adapted if the eligible costs claimed allow a reallocation of unspent funding among the Consortium. Decisions regarding adaptations of the Consortium Plan should be agreed upon by the Consortium Forum subject to Article 5.5. and Article 39 of the Grant Agreement.

7.1.4 Excess payments

A Party has received excess payment:

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

The Coordinator shall make all payments in accordance with the Consortium Plan only and shall not finance any Party in advance payments from its own resources (e.g., for the final payment).

Whether a party meets the criteria under option b) of this Section it shall be defined on a case to case basis by the Executive Board considering all the circumstances that matter. A Party which the Executive Board has identified according to this Section as receiver of excess payment may not vote nor veto such a decision of the Executive Board.

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

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible. The Consortium Forum decides on any legal actions to be taken against the breaching Party according to Section 6.3.1.2.

7.1.5 Revenue

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

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

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

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

7.2 Payments

7.2.1 Payments to Parties are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

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

7.2.2 Payment mode

The transfer of the initial prefinancing, the additional prefinancings (if any) and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following the payment schedule below.

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties within 3 (three) business days after receipt of payments from the Granting Authority in separate instalments as agreed below:

Reporting					Payment	
Report No	Months from	Months to	Type	Deadline	Type	Deadline
-	-	-	-	-	Prefinance payment ¹	Within 10 days before Project starting date, and in the event the following conditions are met: Coordinator has received grant amount prepayment and the Grant Agreement, and this Consortium Agreement is duly signed by the receiving Party.
1	1	18	Periodic report	60 days after end of Reporting Period	Interim payment	90 days from receiving Periodic Report
2	19	36	Periodic report	60 days after end of Reporting Period	Interim payment	90 days from receiving Periodic Report

¹ Each Party’s share of the prefinance payment will be calculated as 50% (fifty percent) in proportion to their share of the grant amount.

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

Beneficiary should submit Internal interim financial report to the Coordinator after each period of 6 (six) months in the Project, covering the following periods:

Reporting				
Report No	Month from	Month to	Type	Deadline
1	1	6	Internal interim report	20 days after end of reporting period
2	7	12	Internal interim report	20 days after end of reporting period
3	13	18	Internal interim report	20 days after end of reporting period
4	19	24	Internal interim report	20 days after end of reporting period
5	25	30	Internal interim report	20 days after end of reporting period
6	31	36	Internal interim report	20 days after end of reporting period

Beneficiaries may submit amendments to the Internal Interim Reports within 14 calendar days.

Templates for the Periodic Report and the Internal Interim Report will be available in the Project Handbook.

The Beneficiary is responsible for duly transferring the payments received to its Affiliated Entities (if any) following the Payment Schedule above.

Consistent poor quality of work or reports (e.g. delays in execution, financial errors, etc) may be considered to be a breach that entitles the Coordinator to withhold payments for a period not exceeding 3 months.

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

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

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them. Therefore, by signing this Consortium Agreement Parties shall comply with Article 16.4 and its Annex 5, Section “Ownership of results”, 7th sub-section of the Grant Agreement – “rights of third parties (including personnel)”.

8.2 Joint Ownership

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

In the event of Joint Ownership, the joint owners shall make their best efforts to establish a joint-ownership agreement regarding the allocation and terms of exercising such Joint Ownership as soon as possible and within a maximum of six (6) months as from the date on which the respective Results have been generated.

Unless otherwise agreed:

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

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

8.3 Transfer of Results

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

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

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

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

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

8.4 Dissemination

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

8.4.2 Dissemination of own (including jointly owned) Results

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

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

8.4.2.2 An objection is justified if:

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

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

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

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

8.4.3 Dissemination of another Party's unpublished Results or Background.

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

Parties shall ensure that this obligation is extended to their Affiliated Entities.

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Access Rights

9.1 Background included

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

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

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

9.2 General Principles

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

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

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

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

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

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

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

9.2.7 Access Rights to Results and Background for Implementation and Exploitation shall be granted in accordance with additional arrangements, as applicable.

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

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

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

9.5 Access Rights for entities under the same control

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

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

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

9.8.1 Definitions relating to Software

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

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

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

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

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

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

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

9.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

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

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

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

9.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

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

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

9.8.4 Software license and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

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

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

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

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

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

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

9.8.4.1.3 Background

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

9.8.4.2 *Source Code*

9.8.4.2.1 *Results - Rights of a Party*

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

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

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

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

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 *Background*

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

9.8.5 *Specific formalities*

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

10 Non-disclosure of information

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

10.2 The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:

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

10.3 The Recipient shall be responsible for the fulfilment of the above obligations on the part of its 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.

Consent of the owner of the Confidential Information is needed before giving such Confidential Information to Third parties (e.g. subcontractors and Affiliated Entities).

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;

- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

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

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

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

Written notice:

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties (Except an Accession of a new Party to this Consortium Agreement).

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

11.9 Anti-corruption

A Party shall not, directly or via a third party, propose to any person, or accept from any person any offer, promise, donation, gift and/or benefit of any kind which would be linked to misuse of such person's real or supposed influence to obtain, for itself or for others, a distinction, a job, a contract or any other favourable decision, if such an action is contrary to

- the laws and regulations applicable in the country in which the person or Party concerned is registered or in which the person concerned holds citizenship, or any other standards applicable in the field of ethics and anti-corruption, including with regard to the subject of this Consortium Agreement;

- applicable laws and international conventions on ethics and anti-corruption, in particular those which derive from the OECD anti-corruption Convention of 1997, the United Nations Convention Against Corruption, or the legislation of the European Union, as regularly amended, including all implementing regulations of such legislation.

The Parties shall make their best effort to inform each other immediately of all circumstances, events and transactions which contravene or are likely to contravene the provisions of this Section. The Parties shall make their best efforts to ensure that any third party involved in the Project shall comply with stipulations substantially similar to these provisions.

12 Signatures

AS WITNESS:

The Parties agree that this Consortium Agreement is executed by Advanced and Qualified Electronic Signatures incorporating a digital certificate for independent identity validation, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

VALSTS SIA RIGAS PSIHIATRIJAS UN NARKOLOGIJAS CENTRS (RPNC)

Signed by:
Signature 
8798F27C26E246B...
Name: Sandra Pūce

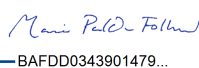
Title: Chairman of the board
6/9/2024

ORGANISMOS KRATIKON YPIRESION YGEIAS (SHSO-MHS)

Signed by:
Signature 
B8E697B78A4F4CD...
Name: Irene Procopiou

Title: Chief Operating Officer
11/9/2024

REGION SYDDANMARK (RSD)

Signed by:
Signature 
BAFDD0343901479...
Name: Marie Paldam Folker

Title: Head of the Department
5/9/2024

SOTSIAALMINISTEERIUM (MOSA)

Signed by:
Signature 
9F2E327D3F3848F...
Name: Maarjo Mändmaa

Title: Chancellor
2/10/2024

TERVEYDEN JA HYVINVOINNIN LAITOS (THL)

DocuSigned by:
Signature 
8F76815E5A4E4A9...
Name: Mika Salminen

Title: Director General
1/10/2024

MINISTERE DE LA SANTE ET DE LA PREVENTION (FR-MOH)

Signé par :
Signature 
CACE68CAADC849F...
Name: Emilien Roger

Title: Deputy Director in charge of management support and resources
18/9/2024

BUNDESZENTRALE FÜR GESUNDHEITLICHE AUFKLÄRUNG (BZgA)

Signiert von:
Signature 
7063F46DB1C14E9...
Name: Dr Julia Tief

Title: Head of Department Z, Administrative Management
18/9/2024

NEMZETI NEPEGESZSEGUGYI ES GYOGYSZERESZETI KOZPONT (NNGYK)

Signed by:
Signature   Dr. Müller Cecilia Györgyi
2024.09.18 15:36:42
+02'00'
C549E44558E94A2...
Name: Dr Cecilia Müller

Title: Chief Medical Officer
18/9/2024

LANDLAEKNIS EMBAETTID (DOHI)

Signed by:
Signature  Halla Thorhallsdottir
85B0E8E873C4405...
Name: Halla Thorhallsdottir

Title: Finance Manager
6/9/2024

ISTITUTO SUPERIORE DI SANITA (ISS)

Firmato da:
Signature  Rocco Domenico Alfonso Bellantone
8E6B1073712C44A...
Name: Rocco Domenico Alfonso Bellantone

Title: President
9/9/2024

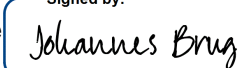
LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM LT)

Signed by:
Signature  
6F761F3871BA429...
Name: Ignas Rubikas

Title: Head of Mental Health division
5/9/2024

RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)

On behalf of the Dutch Minister of Public Health, Welfare and Sport,

Signed by:
Signature 
F11095480F034F6...
Name: Prof. dr. ir. J. Brug

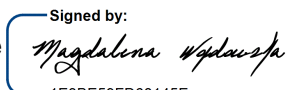
Title: Director-General
11/9/2024

FOLKEHELSEINSTITUTTET (NIPH)

Signed by:
Signature 
42E7B9A5B044454...
Name: Guri Rørtveit

Title: Director General
17/9/2024

NARODOWY FUNDUSZ ZDROWIA (NHF)

Signed by:
Signature 
1E3BE59FD68145E...
Name: Magdalena Woźdowska

Title: Director, Office of the President of the Fund
11/9/2024

CENTRUL NATIONAL DE SANATATE MINTALA SI LUPTA ANTIDROG (NCMHFAD)

Signed by:
Signature 
F5DF0B2EAC5B430...
Name: Catalina Constantin

Title: Director of Centre
6/9/2024


NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ)

Signed by:
Signature 
C3639BC5869C425...
Name: Branko Gabrovce

Title: General Director
10/9/2024

ASOCIACIÓN INSTITUTO DE INVESTIGACIÓN EN SISTEMAS DE SALUD

- BIOSISTEMAK (BIOSISTEMAK)

Firmado por:
Signature 
E723793942FC449...
Name: Ane Fullaondo

Title: Scientific Director of BIOSISTEMAK
9/9/2024

FOLKHALSOMYNDIGHETEN (PHAS)

Signed by:
Signature: 
28CB818DE0B34C1...
Name: Patrik Winther

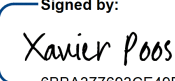
Title: Head of Department of Development and Support
18/9/2024

**STATE INSTITUTION PUBLIC HEALTH CENTER OF THE MINISTRY OF HEALTH OF UKRAINE
(PHC)**

Signed by:
Signature 
FC263C96D5BA471...
Name: Olga Gvozdetska

Title: Acting Deputy General Director
5/9/2024

MINISTERE DE LA SANTE ET DE LA SECURITE SOCIALE (DISA)

Signature  Signed by:
Name: Xavier Poos 6BBA377693CE49B...

Title: Deputy Director of Health
5/9/2024

Attachment 1: Background included

Parties identify and agree amongst them on the Background for the Project as follows:

As to

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

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

As to

ORGANISMOS KRATIKON YPIRESION YGEIAS (SHSO-MHS), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **ORGANISMOS KRATIKON YPIRESION YGEIAS** (SHSO-MHS)

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

REGION SYDDANMARK (RSD), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **REGION SYDDANMARK** (RSD)

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

SOTSIAALMINISTEERIUM (MOSA), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **SOTSIAALMINISTEERIUM (MOSA)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

TERVEYDEN JA HYVINVOINNIN LAITOS (THL), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **TERVEYDEN JA HYVINVOINNIN LAITOS (THL)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

MINISTERE DE LA SANTE ET DE LA PREVENTION (FR-MOH), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **MINISTERE DE LA SANTE ET DE LA PREVENTION (FR-MOH)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

BUNDESZENTRALE FUR GESUNDHEITLICHE AUFKLARUNG (BZgA), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **BUNDESZENTRALE FUR GESUNDHEITLICHE AUFKLARUNG (BZgA)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

NEMZETI NEPEGESZSEGUGYI ES GYOGYSZERESZETI KOZPONT (NNGYK), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **NEMZETI NEPEGESZSEGUGYI ES GYOGYSZERESZETI KOZPONT (NNGYK)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
The Directorate of Health Iceland (DOHI) will provide access to software codes for an online platform for health promotion. Participants are free to use the software codes	Access will be limited to the purposes described in the tasks of the MENTOR project. Any use outside the scope of the project would need the prior written approval of DOHI and is subject to	Access will be limited to the purposes described in the tasks of the MENTOR project. Any use outside the scope of the project would need the prior written approval of DOHI

<p>if they wish to create their own platform.</p>	<p>agreement between the parties beforehand. Any derivative works will contain proper attribution and cannot be used outside the Project without prior consultation with DOHI. The codes will not be commercially exploited in any way without the prior written consent of DOHI.</p>	<p>and is subject to agreement between the parties beforehand. Any derivative works will contain proper attribution and cannot be used outside the Project without prior consultation with DOHI. The codes will not be commercially exploited in any way without the prior written consent of DOHI.</p>
<p>The Directorate of Health Iceland (DOHI) will publish the app HappApp (in Icelandic and English) free of charge to all MS. Participating countries will have an opportunity to have their translations added to the app as part of the project as well as cooperate on the development of the app. Since DOHI will publish the app, sharing software codes is not necessary in this project.</p>	<p>None</p>	<p>None</p>

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

As to

ISTITUTO SUPERIORE DI SANITA (ISS), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **ISTITUTO SUPERIORE DI SANITA (ISS)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM LT), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **LIETUVOS RESPUBLIKOS SVEIKATOS APSAUGOS MINISTERIJA (SAM LT)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

FOLKEHELSEINSTITUTTET (NIPH), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **FOLKEHELSEINSTITUTTET (NIPH)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

NARODOWY FUNDUSZ ZDROWIA (NHF), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **NARODOWY FUNDUSZ ZDROWIA (NHF)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

CENTRUL NATIONAL DE SANATATE MINTALA SI LUPTA ANTIDROG (NCMHFAD), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **CENTRUL NATIONAL DE SANATATE MINTALA SI LUPTA ANTIDROG (NCMHFAD)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **NACIONALNI INSTITUT ZA JAVNO ZDRAVJE (NIJZ)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

BIOSISTEMAK, Spain

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

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

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

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

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data, know-how, tools, intellectual property rights, techniques, material, results, expertise and methods from the research group/s of FRCB-IDIBAPS directly involved in carrying out the Project and which are necessary for the development of the Project.	The Access Rights will be granted to the extent that it is needed for implementation of the action and to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right. The Background will be made available for the duration of the Project itself, and for research or educational purposes. Access to certain Background and/or Material may be subject to special conditions (Material Transfer Agreements, Data Transfer Agreements, terms of use, etc.).	In case a Party/ies wishes to use this Background for another project, for beyond the duration of the Project or for commercial, non-research or educational purposes, its use will be subject to specific agreements between FRCB-IDIBAPS and the Party/ies under fair and reasonable market condition

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>Data, know-how, tools, intellectual property rights, techniques, material, results, expertise and methods from the research group/s of GENCAT directly involved in carrying out the Project and which are necessary for the development of the Project.</p>	<p>The Access Rights will be granted to the extent that it is needed for implementation of the action and to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right. The Background will be made available for the duration of the Project itself, and for research or educational purposes. Access to certain Background and/or Material may be subject to special conditions (Material Transfer Agreements, Data Transfer Agreements, terms of use, etc.).</p>	<p>In case a Party/ies wishes to use this Background for another project, for beyond the duration of the Project or for commercial, non-research or educational purposes, its use will be subject to specific agreements between GENCAT and the Party/ies under fair and reasonable market condition</p>

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", subsection "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", subsection "Access rights for exploiting the results")
<p>ACTIVA is a Physical Exercise Programme aimed at sedentary people with certain health problems who could benefit from physical exercise. The Programme incorporates the prescription of physical exercise, by the doctor and/or nurse at the health centre, as an instrument of prevention/treatment of the most common chronic diseases, with special attention to sedentary lifestyles and aiming to change to healthier lifestyles in chronic patients.</p> <p>All rights related to the programme are held by Dirección General Planificación, Investigación, Farmacia y Atención al Ciudadano de la Consejería de Salud. Region of Murcia.</p> <p>The Activa Murcia trademark registration was processed in 2017. Currently, the Activa Murcia trademark is registered in the SPANISH PATENT AND TRADEMARK OFFICE.</p> <p>The Activa Murcia Program has received recognition for good practices from Europe and has been awarded the following certification:</p> <p>Certificate presented in recognition of Active Murcia Programme from the Murcia Region Health Council, Spain as a best practice to help reach the Sustainable Development Goals.</p>	<p>The following background for the project is identified and agreed.</p> <p>The specific constraints and/or conditions will be as mentioned below:</p> <p>Specific constraints and/or conditions for implementation (Article 16.4 of the Grant Agreement and its Annex 5, Section "Access Rights to Results and Background", Article 16.4). (Article 16.4 of the Grant Agreement and its Annex 5, Section "Access Rights to Results and Background", subsection "Rights of access to background and results for the implementation of the Action")</p>	<p>The following background for the project is identified and agreed.</p> <p>The specific constraints and/or conditions will be as mentioned below:</p> <p>Specific restrictions and/or conditions for exploitation (Article 16.4 of the Grant Agreement and its Annex 5, Section "Access rights to results and background", subsection "Access rights to exploit results").</p>

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Cohort of patients and/or pool of users (and contact details) willing to participate in the pilots	Access to other partners is given keeping confidentiality in names. No name and personal data will be disclosed, and users will be identified only with a code	Using anonymized patients’ data will be exploited only under FS approval

As to

FOLKHALSOMYNDIGHETEN (PHAS), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **FOLKHALSOMYNDIGHETEN (PHAS)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

STATE INSTITUTION PUBLIC HEALTH CENTER OF THE MINISTRY OF HEALTH OF UKRAINE (PHC), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **STATE INSTITUTION PUBLIC HEALTH CENTER OF THE MINISTRY OF HEALTH OF UKRAINE (PHC)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

As to

MINISTERE DE LA SANTE ET DE LA SECURITE SOCIALE (DISA), it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **MINISTERE DE LA SANTE ET DE LA SECURITE SOCIALE (DISA)**

is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

MENTOR Consortium Agreement, version [..., YYYY-MM-DD]

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

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

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

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

This Accession document is signed by the undersigned authorised representatives by electronic signatures [incorporating a digital certificate for independent identity validation], which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature:

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Third parties for simplified transfer according to Section 8.3.2. and Affiliated Entities under the same control according to Section 9.5.

The following entities are identified as Third parties for simplified transfer of intellectual property rights of Beneficiary's Results and Affiliated Entities under the same control which may implement the action tasks attributed to them in Annex 1 of the Grand Agreement and the Consortium Plan:

N°	EUSC ¹	Short name, PIC	Legal name	Ctry	Beneficiary to whom the entity is linked		
1	<input type="checkbox"/>	ULEI 999854564	UNIVERSITAET LEIPZIG	DE	BUNDESZENTRALE FUR GESUNDHEITLICHE AUFKLARUNG (PIC 998190723)		
2	<input type="checkbox"/>	SB 998928796	FREIE HANSESTADT BREMEN				
3	<input checked="" type="checkbox"/>	OKFÓ 891516331	ORSZAGOS KORHAZI FOIGAZGATOSAG	HU	NEMZETI NEPEGESZSEGUGYI ES GYOGYSZERESZETI KOZPONT (PIC 998706957)		
4	<input type="checkbox"/>	BCH 918286488	MAGYARORSZAGI REFORMATUS EGYHAZ BETHESDA GYERMEKKORHAZA	IS	LANDLAEKNISS EMBÆTTID (PIC 955430213)		
5	<input checked="" type="checkbox"/>	PHCI 917819724	HEILSUGAESLA HOFUDBORGARSVAEDISINS				
6	<input checked="" type="checkbox"/>	NUHI 999821390	LANDSPITALI UNIVERSITY HOSPITAL				
7.	<input type="checkbox"/>	PROMIS 953342870	AZIENDA ULSS 4 VENETO ORIENTALE	IT	ISTITUTO SUPERIORE DI SANITA (PIC 999978821)		
8.	<input type="checkbox"/>	ASL TORINO 899690036	AZIENDA SANITARIA LOCALE CITTA DI TORINO				
9.	<input type="checkbox"/>	UniMiBi 999923531	UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA	NL	RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (PIC 999991431)		
10.	<input type="checkbox"/>	TRIMBOS 998923073	STICHTING TRIMBOS- INSTITUUT, NETHERLANDS INSTITUTE OF MENTAL HEALTH AND ADDICTION				
11.	<input type="checkbox"/>	SSB 999456379	STATISTISK SENTRALBYRAA			NO	FOLKEHELSEINSTITUTTET (PIC 999478883)
12.	<input type="checkbox"/>	GENCAT 999826919	DEPARTAMENT DE SALUT - GENERALITAT DE CATALUNYA			ES	ASOCIACIÓN INSTITUTO DE INVESTIGACIÓN EN SISTEMAS DE SALUD- BIOSISTEMAK (PIC 955006420)
13.	<input type="checkbox"/>	FRCB-IDIBAPS 999477525	FUNDACIO DE RECERCA CLINIC BARCELONA- INSTITUT D INVESTIGACIONS BIOMEDIQUES AUGUST PI I SUNYER				
14.	<input type="checkbox"/>	ICO 998420031	INSTITUT CATALA D'ONCOLOGIA				
15.	<input type="checkbox"/>	IDIVAL 946556944	FUNDACION INSTITUTO DE INVESTIGACION MARQUES DE VALDECILLA				
16.	<input type="checkbox"/>	FFIS 962632463	FUNDACION PARA LA FORMACION E INVESTIGACION SANITARIAS DE LA REGION DE MURCIA				
17.	<input type="checkbox"/>	SMS 934953804	SERVICIO MURCIANO DE SALUD				
18.	<input type="checkbox"/>	SAS 998853621	SERVICIO ANDALUZ DE SALUD				
19.	<input type="checkbox"/>	FUNDESALUD 932288729	FUNDACION PARA LA FORMACION E INVESTIGACION DE LOS PROFESIONALES DE LASALUD DE EXTREMADURA FUNDESALUD				

¹ EUSC means an entity under the same control that holds the right to use the Result owned by the Beneficiary it is affiliated to.

Beneficiary to whom the Affiliated Entity under the same control is linked shall ensure that such entity which obtain Access rights shall fulfil all Confidentiality and other obligations under the Grant Agreement and this Consortium Agreement as if such entity were a Party.

Attachment 4: NDA for External Expert Advisory Board agreed under Section 6

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT, hereinafter referred to as Agreement, is entered into on this *[insert number of day]* day of *[insert Month and year]* by and between:

[Insert official name of the Coordinator or other representative of Consortium Forum], having its registered office or based in *[insert the Legal Address of the Entity]* hereinafter referred to as *[the Discloser]* and

[Insert official name of the potential partner or participant], having its registered office or based in *[insert the Legal Address of the Entity]* hereinafter referred to as *[the Recipient]*

WHEREAS:

The Discloser and Recipient hereto desire *[to participate in early discussions regarding the entering into future collaboration as a European Funded Project number 101162928 of the Joint Action entitled **Mental Health Together** or [to evaluate entering into partnership or business collaboration for the purpose of (identify the undertaking intended to perform)]*

Throughout the aforementioned discussions, the Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

1. Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- 1.1.1 any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- 1.1.2 any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- 1.1.3 any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- 1.1.4 trade secrets; plans for products or services, and customer or supplier lists;
- 1.1.5 any other information that should reasonably be recognized as Confidential Information by the Discloser.

1.2 The Discloser and the Recipient agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Recipient hereby acknowledge that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

- 1.5.1 is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
- 1.5.2 was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- 1.5.3 is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;
- 1.5.4 becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
- 1.5.5 is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

2. Purpose of the Disclosure of Confidential Information

The Discloser and Recipient will enter on discussions regarding the collaboration as a European Funded Project number **101162928** of the Joint Action entitled **Mental Health Together** or [will enter into or evaluate alternatives for partnership or collaboration with [name of the Recipient] for the purpose of [identify the undertaking intended to perform or achieve].

3. Undertakings of the Recipient

3.1 In the context of discussions, preparations or negotiations, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

3.2 The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise, any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.

3.8 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10 The Recipient agrees that the Discloser will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Discloser shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non- infringement of third-party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

4. Miscellaneous

4.1 Duration and Termination

This Agreement shall remain in effect for a term of 36-month term. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.2 Applicable Law and Jurisdiction

The Parties shall endeavour to settle their disputes amicably. This Agreement shall be construed and interpreted by the applicable EU law, supplemented, if necessary, by the law of Belgium. The court of Brussels shall have jurisdiction.

4.3 Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

4.4 Subsequent Agreements

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

4.5 Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

IN WITNESS WHEREOF, this Non-Disclosure Agreement is signed by the undersigned authorised representatives by electronic signatures [incorporating a digital certificate for independent identity validation], which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature:

[Date and Place]

[Date and Place]

[INSERT NAME OF THE RECIPIENT]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Signature(s)

Name(s)

Name(s)

Title(s)

Title(s)