



HORIZON-INFRA-2022-DEV-01

CONSORTIUM AGREEMENT
ESSnuSBplus

GRANT AGREEMENT NUMBER 101094628

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 2021/695 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28th April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on December 14th 2022, hereinafter referred to as the Effective Date.

BETWEEN:

1. Centre National de la Recherche Scientifique (CNRS), having its registered office at 3 rue Michel-Ange 75794 Paris cedex 16, represented by its Chairman and CEO, Mr Antoine PETIT who has delegated signing authority for this agreement to the Regional Delegate of the Alsace Delegation, Patrice SOULLIE, 23 rue du Loess – BP 20 – 67037 STRASBOURG CEDEX 2, Hereinafter referred to as the “**Coordinator**”,
2. Université de Strasbourg (UNISTRA), a Scientific, Cultural and Professional Public Institution, having its registered office at 4 rue Blaise Pascal 67081 STRASBOURG Cedex, N° SIRET 130 005 457 00010, Code APE 8542 Z, France, represented by its President, Prof. Michel DENEKEN,
The CNRS and the UNISTRA acting on their behalf and on behalf of the UMR7178 IPHC, managed by Prof. Sandrine COURTIN, hereinafter referred to as “IPHC”,
The UNISTRA having given mandate to the CNRS for the signature of the present Agreement in a convention of mandate signed on the 23th November 2020,
3. RUĐER BOŠKOVIĆ INSTITUTE (RBI), having its seat in Bijenička 54, 10000 Zagreb, Croatia, duly represented by Dr. David Matthew Smith, Director General,
4. Tokai National Higher Education and Research System (THERS), National University Corporation, having its seat at Furocho, Chikusa-Ku, Nagoya, Aichi (postal code: 464-8601), Japan, duly represented by Chancellor Seiichi Matsuo,
5. LUNDS UNIVERSITET (ULUND), having its seat in Lund, Sweden, duly represented by Kristina Miolin, International Manager, Faculty of Science,
6. UPPSALA UNIVERSITET (UU), having its seat in Uppsala, Sweden, duly represented by the University Director Caroline Sjöberg,
7. EUROPEAN SPALLATION SOURCE ERIC (ESS), having its seat in Lund, Sweden, duly represented by Director Helmut Schober,
8. KUNGLIGA TEKNISKA HOEGSKOLAN (KTH), having its seat in Stockholm, Sweden, duly represented by Maria Gustafson,
9. UNIVERSITAET HAMBURG (UHH), having its seat at Mittelweg 177, Hamburg, duly represented by its President, Univ.-Prof. Dr. Hauke Heekeren,

10. UNIVERSITY OF CUKUROVA (CU), having its seat in Adana, Turkey, duly represented by Prof. Dr. Hayri Levent Yılmaz, Vice Rector,
11. NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS" (DEMOKRITOS), having its seat in Agia Paraskevi, Attiki, Greece, duly represented by Dr George Nounesis,
12. N/A
13. SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI (UniSofia), having its seat in Sofia, Bulgaria, duly represented by its Rector, prof. Anastas Gerdjikov,
14. LULEA TEKNISKA UNIVERSITET (LTU), having its seat at Universitetsområdet porson, Lulea, duly represented by Charlotta Johansson,
15. The European Organization for Nuclear Research (CERN), an Intergovernmental Organization having its seat in Geneva, Switzerland, duly represented by Dr. Mike Lamont, Director for Accelerators and Technologies
16. UNIVERSITA DEGLI STUDI ROMA TRE (UNIROMA3), having its seat at via ostiense 133, Roma, duly represented by Prof. Roberto Raimondi, Director of Department of Mathematics
17. UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA (UNIMIB), having its seat at Piazza dell'ateneo nuovo 1, Milano, represented by Prof. Guido Cavaletti, Vice Rector for Research
18. ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN), having its seat in Via Enrico Fermi 54, 00044, Frascati, Rome, Italy, duly represented by INFN President, Prof. Antonio Zoccoli. INFN has delegated, with Resolution of the Executive Committee n. 13249 of 14/09/2022, for the signature of the present Agreement, the Director of INFN Padova, Prof. Roberto Carlin,"
19. UNIVERSITA DEGLI STUDI DI PADOVA (UNIPD), having its seat at Via 8 febbraio 2, Padova, duly represented by by Prof. Flavio Seno, Director of the Department of Physics and Astronomy „Galileo Galilei“,
20. CONSORCIO PARA LA CONSTRUCCION, EQUIPAMIENTO Y EXPLOTACION DE LA SEDE ESPANOLA DE LA FUENTE EUROPEA DE NEUTRONES (ESS Bilbao), having its seat at cl bizkaiko tecknologi elkartegia 207 B-SS-2, Derio, Spain, duly represented by Mario Pérez.

Hereinafter, jointly or individually, referred to as “Parties” or “Party” relating to the Action entitled:

“Study of the use of the ESS facility to accurately measure the neutrino cross-sections for ESSnuSB leptonic CP violation measurements and to perform sterile neutrino searches and astroparticle physics”

in short:

ESSnuSBplus,

hereinafter referred to as “Project”.

UNISTRA, THERS, AUTH, UNIPD are hereinafter jointly or individually, referred to as “Affiliated Entities” or “Affiliated Entity”.

WHEREAS:

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

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement (No. 101094628) to be signed by the Parties and the Funding Authority (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

“Consortium Plan”

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

“Granting Authority”

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

“Defaulting Party”

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

“Needed”

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Software”

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

Section 2: Purpose

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

In accordance with Article 14 of the Grant Agreement, the activities executed for the Project shall have an exclusive focus on civil applications and all use and Exploitation of Background and Results shall be for non-military purposes only.

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If:

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

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

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

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities 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.

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Each Party will notify the competent Consortium Bodies (see definition in section 6.1) of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

- The organisational structure of the Consortium shall comprise the following Consortium Bodies:
 - **Governing Board (GB)** as the ultimate decision-making body of the consortium.

- **Executive Committee (EC)** as the supervisory body for the execution of the Project which shall report to and be accountable to the Governing Board.
- **Management Team (MT)** as responsible of the overall management of the Project which shall report to the Governing Board.
- **Dissemination and Exploitation Board (DEB)** as responsible of the dissemination and exploitation of the project results which shall report to the Management Team.
- **International Advisory Panel (IAP)** as an independent external body making recommendations to the Governing Board on crucial technical choices.

6.1.1 The Coordinator is 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.

6.2 Operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

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

-	Ordinary meeting	Extraordinary meeting
- Governing Board	At least once a year	At any time upon written request of the Executive Committee or 1/3 of the Members of the Governing Board.
- Executive Committee	- At least 3 times per year	At any time upon written request of any Member of the Executive Committee.
- Management Team	- At least 6 times per year	According to needs.
- International Advisory Panel	- Once per year	Upon request of the Governing Board.
- Dissemination and Exploitation Board	- At least 3 times per year	Upon request of the Governing Board.

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give 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.

- Body	- Ordinary meeting	- Extraordinary meeting
- Governing Board	- 45 calendar days	- 15 calendar days
- Executive Committee	- 14 calendar days	- 7 calendar days
- Management Team	- 14 calendar days	- 7 calendar days
- International Advisory Panel	- 45 calendar days	- 15 calendar days
- Dissemination and Exploitation Board	- 14 calendar days	- 7 calendar days

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below. For extraordinary meetings, the agenda will be notified at the same time as the announcement of the meeting.

- Governing Board	- 21 calendar days, 10 calendar days for an extraordinary meeting
- Executive Committee	- 7 calendar days
- Management Team	- 7 calendar days
- International Advisory Panel	- 15 calendar days, 7 calendar days for an extraordinary meeting
- Dissemination and Exploitation Board	- 7 calendar days

6.2.2.4 Adding agenda items:

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

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

- Governing Board	- 14 calendar days, 7 calendar days for an extraordinary meeting
- Executive Committee	- 2 calendar days
- Management Team	- 2 calendar days
- International Advisory Panel	- 5 calendar days
- Dissemination and Exploitation 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 teleconference or other telecommunication means.
 - 6.2.2.7 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.
 - 6.2.2.8 Any decision may also be taken without a meeting if the Project Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses. Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Project Coordinator a written notification of this acceptance.
- 6.2.3 Voting rules and quorum
- 6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.
 - 6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote.
 - 6.2.3.3 A Party which the Governing Board 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.
- 6.2.4 Veto rights
- 6.2.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.
 - 6.2.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.
 - 6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days

after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

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

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

6.2.4.6 A Party 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 produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 15 calendar days of the meeting.

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

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Governing Board

6.3.1.1 Members

- a) The Governing Board shall consist of one representative of each Party (hereinafter Governing Board Member), except for Parties representing more than one research unit, or for the Affiliated Entities. For these, special arrangements will be made by the Governing Board.
- b) Each Governing Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.
- c) The Governing Board Members shall elect a Chairperson from among its members. The Chairperson shall write the minutes of the Governing Board meetings.
- d) The Parties agree to abide by all decisions of the Governing Board. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

- The Governing Board 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 Committee shall also be considered and decided upon by the Governing Board.
- The following decisions shall be taken by the Governing Board:
 - Content, finances and intellectual property rights
 - o Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority.
 - o Changes to the Consortium Plan.
 - o Modifications to Attachment 1 (Background Included).
 - o Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2).
 - o Additions to Attachment 4 (Identified Affiliated Entities).
 - Evolution of the consortium
 - o Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party.
 - o Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal.
 - o Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement.
 - o Declaration of a Party to be a Defaulting Party.
 - o Remedies to be performed by a Defaulting Party.
 - o Termination of a Defaulting Party's participation in the consortium and measures relating thereto.
 - o Proposal to the Granting Authority for a change of the Coordinator.
 - o Proposal to the Granting Authority for suspension of all or part of the Project.
 - o Proposal to the Granting Authority for termination of the Project and the Consortium Agreement.
- Appointments
- On the basis of the Grant Agreement, the appointment if necessary of:
 - o Executive Committee Members, including the Work Package Coordinators,

- International Advisory Panel Members,
- Dissemination and Exploitation Board.
-

6.3.2 Executive Committee

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

6.3.2.2 Members

- The Executive Committee consists of the Project Coordinator, the Scientific Leader, the Technical Coordinator and the Work Package Coordinators. The role of the Scientific Leader is to assist the Project Coordinator on scientific matters as defined in the Grant Agreement. The Work Package Coordinators deputies (if any) are invited to the EC meetings without voting rights. Coordinators of related EU activities will be invited ex-officio, as appropriate.

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

6.3.2.3 Minutes of meetings

Minutes of Executive Committee meetings, once accepted, shall be sent by the Project Coordinator to the Governing Board Members for information.

6.3.2.4 Tasks

- a) The Executive Committee shall prepare the meetings, propose decisions and prepare the agenda of the Governing Board according to Section 6.3.1.2.
- b) The Executive Committee shall seek a consensus among the Parties.
- c) The Executive Committee shall be responsible for the proper execution and implementation of the decisions of the Governing Board.
- d) The Executive Committee shall monitor the effective and efficient implementation of the Project.
- e) In addition, the Executive Committee 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 Governing Board.
- f) The Executive Committee shall:
 - support the Project Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables,
 - with the help of the Dissemination and Exploitation Board, 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 29.

- g) In the case of abolished tasks as a result of a decision of the Governing Board, the Executive Committee shall advise the Governing Board on ways to rearrange the Work Packages' tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

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

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

6.4.3 If the Coordinator fails in its coordination tasks, the Governing Board 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.

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 Work Package Coordinators

The Work Package coordinators (WPCs) shall ensure the effective cooperation between the Parties in the individual Work Packages. Each Work Package shall have a Coordinator. The Governing Board can decide to also nominate Work Package Coordinator Deputies.

6.6 Management Team

- The Management Team shall be proposed by the Project Coordinator. It shall be endorsed by the Governing Board. It shall assist and facilitate the work of the Executive Committee and the

Project Coordinator for executing the decisions of the Governing Board as well as the day-to-day management of the Project.

- The members of the Management Team are:
- the Project Coordinator,
- the Scientific Leader,
- the Technical Coordinator,
- the Administrative Manager from the Granting Authority.
-

6.7 International Advisory Panel (IAP)

An International Advisory Panel (IAP) will be appointed and steered by the Governing Board upon recommendation of the Executive Committee. The IAP will be composed by five international experts. It will make recommendations on the crucial technical choices according to the international context, on the distribution of resources to comply with priorities, and on activity planning. The IAP shall nominate its Chairperson among its members. The Chairperson shall write the minutes of the IAP meetings and prepare the IAP's suggestions to be sent to the Governing Board. The IAP members shall be allowed to participate in Governing Board meetings upon invitation but have not any voting rights. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each IAP member if information considered confidential by a Party have to be shared. Its terms shall be not less stringent than those stipulated in this Consortium Agreement and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier.

6.8 Dissemination and Exploitation Board (DEB)

The DEB will include the Project Coordinator and the Scientific Leader and five other Consortium members nominated by the Project Coordinator upon recommendation of the Scientific Leader and endorsed by the Governing Board. The DEB will be chaired by one of its members nominated by the Project Coordinator and will make recommendations to the Executive Committee for that the results of the Design Study be optimally disseminated and exploited in agreement with Section 8.4. It will also define internal rules for external publication of the studies and presentations in conferences and workshops.

Section 7: Financial provisions

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 7.3.

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

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs 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 will be funded in accordance with its actual duly justified eligible costs only.

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

7.1.4 Return of excess payments; receipts

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

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

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Granting Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. In case the relevant receipt is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

7.2 Budgeting

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

7.3 Payments

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references,
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts,
- undertake to keep the 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 Articles 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 from which the amounts retained by the Granting Authority for the Guarantee Fund and for the final payment have been deducted.

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

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party, subject to the first sentence of Art. 7.1.5. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

Section 8: Results

8.1 Ownership of Results

Results are owned by the Party that generates them. If employees or any third party working on behalf of a Party are entitled to claim rights to Results, the Party shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under the Grant Agreement and this Consortium Agreement.

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:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial teaching and research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - a) at least 45 calendar days advance notice; and
 - b) 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 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) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.
- 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 Agreement requires a decision of the Governing Board.
- 8.3.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.
- 8.3.5 The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.4 Dissemination

- 8.4.1 For the avoidance of doubt, the confidentiality obligations set out in **Erreur ! Source du renvoi introuvable.** 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 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 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after 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 the 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 60 calendar days from the time it raises such an objection. After 60 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

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.

8.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree 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.

Section 9: Access Rights

9.1 Background included

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

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

9.1.3 Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Governing Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

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

9.2.2 Any Access Rights granted 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.

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

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project 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

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

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

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

9.4.3 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.b, 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 Articles 16.4 and its Annex 5, Section "Access rights to results and backgrounds", sub-section "Access rights for entities under the same control" if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the Entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Entity under the same control listed in Attachment 4. Access Rights to 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 and other 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

a) 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 Governing Board to terminate its participation in the consortium.

b) Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

Section 10: Non-disclosure of information

10.1 Confidentiality

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

10.2 Restrictions

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project, however never for a longer total time than ten years from when the information was received:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

○

10.3 Responsibilities

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

10.4 Exceptions

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.

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10.5 Degree of care

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 Action in case of unauthorised disclosure

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

10.7 Disclosure of Confidential Information

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1 (Background included),
- Attachment 2 (Accession document),
- Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2),
- Attachment 4 (Identified Affiliated Entities).

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

Nothing in this Consortium Agreement shall be deemed or interpreted as a waiver, express or implied, of any privileges or immunities accorded to any of the Parties by their constituent documents or under international law.

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

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

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

Notwithstanding the foregoing, should the dispute involve CERN, any dispute that cannot be solved amicably shall, upon the filing of a request for arbitration by either Party, be exclusively and finally

determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels. The award of the arbitration shall be final and binding upon the Parties.

Section 12: Signatures

AS WITNESS:

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

1. Centre National de la Recherche Scientifique, ayant aussi mandat de l'UNISTRA

Signature

Name

Title

Date


Le délégué régional*
Patrice SOULLIE
02 DEC. 2022



2. RUĐER BOŠKOVIĆ INSTITUTE

Signature **David
Matthew
Smith** Digitally signed
by David
Matthew Smith
Date: 2022.10.17
10:00:33 +02'00'

Name: Dr. David Matthew Smith
Title: Director General
Date

3. Tokai National Higher Education and Research System

Signature

Name: Seiichi Matsuo

Title: Chancellor

Date

A handwritten signature in black ink, appearing to read 'S. Matsuo', written in a cursive style.

Nov. 2, 2022



UPPSALA
UNIVERSITET

4. UPPSALA UNIVERSITET

Signature

Name Johan Tysk

Title Vice Rector

Date

A handwritten signature in blue ink, consisting of several loops and strokes, enclosed within a blue oval.

2023-03-07

5. LUNDS UNIVERSITET

Signature

Name Catrin MALMSTRÖM

Title Kanslichef, naturvetenskapliga fakulteten

Date



11 Oct 2022



LUND UNIVERSITY
Faculty of Science

Catrin Malmström
Head of Faculty Office

6. EUROPEAN SPALLATION SOURCE ERIC

Signature(s)

Name(s) *Helmut Schuber*

Title(s) *Director General*

Date *2022-10-17*

A handwritten signature in black ink, appearing to read "Helmut Schuber". The signature is written in a cursive style with large, sweeping letters.

7. KUNGLIGA TEKNISKA HOEGSKOLAN

Signature(s):

Name(s): Maria Gustafson

Title(s): Head of Research Support Office

Date: 18/10-22

8. UNIVERSITAET HAMBURG

Signature(s)

i. V. C. Franz

Name(s) Dr. Harald Schlüter

Title(s) Head of Department of Research and Funding

Date 25. OKT. 2022

i. V. Joe

Name(s) Jens Benecke

Title(s) Head of Third Party Funding

Date 26.10.22

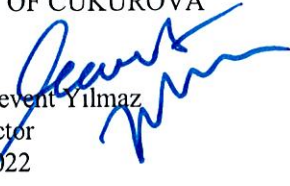
9. UNIVERSITY OF CUKUROVA

Signature(s)

Name(s): Hayri Levent Yilmaz

Title(s) :Vice Rector

Date : 28.09.2022



10. NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS"

Signature(s)

Name(s)

Title(s)


Date

GEORGIOS Digitally signed by
NOUNESIS GEORGIOS NOUNESIS
Date: 2022.11.23
10:13:07 +02'00'

11. N/A

12. SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI

 Signature récupérable

 Anastas Gerdjikov

Prof. Anastas Gerdjikov, Dr.

Rector

Signé par : Anastas Georgiev Gerdjikov

13. LULEA TEKNISKA UNIVERSITET

Signature(s): 

Name(s): Charlotta Johansson (PhD) *Michael Forsyth*

Title(s): *Deputy* Head, Department of Civil, Environmental and Natural Resources Engineering

Date: April 4, 2023

14. THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

Signature(s)
Name(s)
Title(s)
Date

05.05.2023



Mike LAMONT
Director for Accelerators
and Technology

15. UNIVERSITA DEGLI STUDI ROMA TRE

Signature(s)

Name(s) Prof. Roberto Raimondi,

Title(s) Director of Department of Mathematics, Università degli Studi Roma Tre

Date



ROBERTO RAIMONDI

17.10.2022 09:30:08

GMT+01:00

16. UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA

Signature(s)

Name(s) Prof. Guido Cavaletti

Title(s) Vice Rector for Research

Date



14 OTT. 2022

17. ISTITUTO NAZIONALE DI FISICA NUCLEARE

Signature

Name Prof. Roberto Carlin

Title Director of INFN Padova

Date - 9 NOV. 2022



A handwritten signature in black ink, appearing to read 'Roberto Carlin', is written to the right of the INFN Padova logo.

18. UNIVERSITA DEGLI STUDI DI PADOVA

Signature

Name Prof. Flavio Seno

Title Director of the Department of Physics and Astronomy "Galileo Galilei"

Date

Firmato digitalmente da: Flavio Seno
Organizzazione: UNIVERSITA' DEGLI STUDI DI PADOVA/00742430283
Limitazioni d'uso: Explicit Text: I titolari fanno uso del certificato solo per
le finalità di lavoro per le quali esso è rilasciato. The certificate holder
must use the certificate only for the purposes for which it is issued.
Data: 17/11/2022 13:19:38

19. CONSORCIO PARA LA CONSTRUCCION, EQUIPAMIENTO Y EXPLOTACION DE LA
SEDE ESPANOLA DE LA FUENTE EUROPEA DE NEUTRONES

Signature(s)

Name(s) Mario Pérez

Title(s) Executive Director

Date 19/09/2022

11832905A

MARIO PEREZ

(R: G95455473)

Firmado digitalmente
por 11832905A MARIO
PEREZ (R: G95455473)

Fecha: 2022.10.11
11:34:31 +02'00'

Attachment 1: Background included

According to the Grant Agreement (Article 16) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

1. Centre National de la Recherche Scientifique

As to Centre National de la Recherche Scientifique, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Centre National de la Recherche Scientifique shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results (Article 16.1 Grant Agreement).

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

2. Université de Strasbourg

As to UNISTRA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UNISTRA shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results (Article 16.1 Grant Agreement).

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

3. RUĐER BOŠKOVIĆ INSTITUTE

As to RUĐER BOŠKOVIĆ INSTITUTE, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of RUĐER BOŠKOVIĆ INSTITUTE shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results (Article 16.1 Grant Agreement).

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

4. Tokai National Higher Education and Research System

As to Tokai National Higher Education and Research System, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Tokai National Higher Education and Research System shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results (Article 16.1 Grant Agreement).

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

5. LUNDS UNIVERSITET

As to LUNDS UNIVERSITET, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of LUNDS UNIVERSITET shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

6. UPPSALA UNIVERSITET

As to UPPSALA UNIVERSITET, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UPPSALA UNIVERSITET shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

7. EUROPEAN SPALLATION SOURCE ERIC

As to EUROPEAN SPALLATION SOURCE ERIC, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of EUROPEAN SPALLATION SOURCE ERIC shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

8. KUNGLIGA TEKNISKA HOEGSKOLAN

As to KUNGLIGA TEKNISKA HOEGSKOLAN, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of KUNGLIGA TEKNISKA HOEGSKOLAN shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

9. UNIVERSITAET HAMBURG

As to UNIVERSITAET HAMBURG, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UNIVERSITAET HAMBURG shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

10. UNIVERSITY OF CUKUROVA

As to UNIVERSITY OF CUKUROVA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UNIVERSITY OF CUKUROVA shall be Needed by

another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

11. NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS"

As to DEMOKRITOS, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of DEMOKRITOS shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

12. ARISTOTELIO PANEPISTIMIO THESSALONIKIS - AUTH

As to AUTH, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of AUTH shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

13. SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI

As to SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

14. LULEA TEKNISKA UNIVERSITET

As to LULEA TEKNISKA UNIVERSITET, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of LULEA TEKNISKA UNIVERSITET shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

15. The European Organization for Nuclear Research (CERN)

As to EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific 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”)
Expertise and know-how in beam design, operation and instrumentation of neutrino beams and high-power target R&D.	n/a	n/a

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

16. UNIVERSITA DEGLI STUDI ROMA TRE

As to Università degli Studi Roma Tre, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Università degli Studi Roma Tre shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results (Article 16.1 Grant Agreement).

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

17. UNIVERSITA’DEGLI STUDI DI MILANO-BICOCCA

As to Università degli Studi di Milano-Bicocca, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Università degli Studi di Milano-Bicocca shall be Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement) or Exploitation of that other Party’s Results (Article 16.1 Grant Agreement).

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

18. ISTITUTO NAZIONALE DI FISICA NUCLEARE

As to Istituto Nazionale di Fisica Nucleare, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Istituto Nazionale di Fisica Nuclare shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results (Article 16.1 Grant Agreement).

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

19. UNIVERSITA DEGLI STUDI DI PADOVA

As to Università degli Studi di Padova, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Università degli Studi di Padova shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

20. CONSORCIO PARA LA CONSTRUCCION, EQUIPAMIENTO Y EXPLOTACION DE LA SEDE ESPANOLA DE LA FUENTE EUROPEA DE NEUTRONES (ESS Bilbao)

As to ESS Bilbao, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of ESS Bilbao shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16.1 Grant Agreement).

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

Attachment 2: Accession document

ACCESSION of a new Party to:

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

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

Centre National de la Recherche Scientifique

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

Centre National de la Recherche Scientifique

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Affiliated Parties for simplified transfer according to Section 8.3.2.

- For NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS":
ARISTOTELIO PANEPISTIMIO THESSALONIKIS
- For CNRS: Université de Strasbourg (UNISTRA)
- For Lunds universitet (ULUND): LU Holding AB, P. O. Box 117, SE-221 00 Lund, a limited liability company incorporated in Sweden.
- For Uppsala universitet:
Uppsala University Invest AB, company registration no. 556525-6046
Uppsala University's Project AB, company registration no. 556517-9941
Uppsala University Research Intellectual Property AB, company registration no. 559012-3328
Participating researchers at Uppsala University (physical persons)

Attachment 4 : Identified Entities according to section 9.5

- For Uppsala University: Uppsala universitet Holding AB
- For CNRS and UNISTRA : SATT CONECTUS
- For Lunds universitet (ULUND): LU Holding AB, P. O. Box 117, SE-221 00 Lund, a limited liability company incorporated in Sweden.