

Consortium Agreement

Exten.D.T.2

8 July 2022

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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 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 8 July 2022.

BETWEEN:

Beneficiaries:

LINNAEUS UNIVERSITY, 351 95 Växjö, Sweden (“**Coordinator**”),

ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON, 6 Christou Lada Str, 10561 Athina, Greece,

UNIVERSITEIT GENT - GHENT UNIVERSITY, public institution with legal personality, having its administrative offices at Sint Pietersnieuwstraat 25, 9000 Gent, Belgium, with registration number 0248.015.142 and duly represented by prof. dr. Rik van de Walle, Rector, who entrusts the execution of the present Agreement to prof. dr. Lieva Van Langenhove, Department of Materials, Textiles and Chemical Engineering,

NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU, Hogskoleringen 1, 7491 Trondheim, Norway,

THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN, College Green, 2 Dublin, Ireland,

SIMPLE, Riga Feraiou 55, 420 31 Farkadona, Greece,

And Associated Partners:

THE OPEN UNIVERSITY, Walton Hall, MK/ 6AA Milton Keynes, United Kingdom,

UNIVERSITY COLLEGE LONDON, Gower Street, WC1E 6BT London, United Kingdom

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

relating to the Action entitled

EXTENDING DESIGN THINKING WITH EMERGING DIGITAL TECHNOLOGIES

in short

Exten.D.T.2

hereinafter referred to as “**Project**”

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

“Associated Partner”

means a Party/ies as defined in Article 9.1 of the Grant Agreement who must implement the Action tasks attributed to them in Annex 1 of the Grant Agreement but who is not eligible to receive EC Financial Contribution, i.e. their costs are not eligible and they do not charge costs or contributions to the Granting Authority. They may however receive funds independently from alternative sources, such as but not limited to national funding, for the Project. Associated Partners do not sign or accede to the Grant Agreement.

“Beneficiary”

means a Party/ies that sign or accede to the Grant Agreement. For avoidance of doubt the Coordinator is also a Beneficiary.

“Consortium Body”

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

“Consortium Plan”

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

“Defaulting Party”

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

“EC Financial Contribution”

means funds received from the Granting Authority for the performance of the Project by the Beneficiaries.

“Effective Date”

means the 1 September 2022, equivalent to Project start date, upon which day this Consortium Agreement enters into effect.

“Granting Authority”

means the body awarding the main grant for the Project, i.e. the European Commission.

“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.

“Proposal”

means the proposal submitted by the Parties to the HORIZON-CL2-2021-TRANSFORMATIONS-01 call as time stamped by the Granting Authority on the 7 October 2021 which was successfully awarded.

“Software”

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

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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 Beneficiary, or
- the Grant Agreement is terminated,
- a Beneficiary's participation in the Grant Agreement is terminated,
- an Associated Partner's grant agreement with their national funder providing the funding for the respective Associated Partner's participation in the Project is not signed or is terminated,
- the Granting Authority terminates the participation of a country in which a Party is established in Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), or
- a country in which a Party is established terminates the country's participation in Horizon Europe – the Framework Programme for Research and Innovation (2021-2027),

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

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

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

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties, including informing them of any known third party proprietary rights in any information, Background or materials that may hinder the intended use of such information, Background and materials. For the avoidance of doubt, this does not obligate a Party to carry out investigations into third party intellectual property rights unknown to them.

4.2 Breach

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

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

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.

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.

4.5 Associated Partners

In accordance with Article 9.1 of the Grant Agreement, the Associated Partners shall be subject to the provisions of Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20

(recordkeeping) of the Grant Agreement, and all other articles of the Grant Agreement mentioned in this Consortium Agreement that by reference apply directly to an Associated Partner in order for this Consortium Agreement to have full legal effect. The Grant Agreement Articles above can be found at Attachment 6 of this Consortium Agreement.

Rights and responsibilities for Beneficiaries in the Grant Agreement Article 16 (Intellectual Property) and Annex 5 will also apply to Associated Partners *mutatis mutandis* as if they were Beneficiaries.

It is hereby acknowledged by the Associated Partners that the bodies mentioned in Article 25 of the Grant Agreement can exercise their rights also towards the Associated Partners to the extent applicable.

Subject to what is set out in this Section 4,5, the Associated Partners will participate in the Project on the same terms and conditions as the Beneficiaries subject to this Consortium Agreement with the exception of the provisions of Section 7 (Financial Provisions), save and except for Section 7.1.7.

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 provided the providing Party has reasonably fulfilled its obligations under Section 4.1 paragraph 4.

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.

A Beneficiary'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. An Associated Partner's liability towards the other Parties collectively shall be limited to once the Associated Partner's share of the total costs of the Project as identified in 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 gross negligence to the extent that such limitation is not permitted by law.

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

5.5 Export control

The Parties shall adhere to all applicable export control laws and regulations, including Regulation (EU) 2021/821 of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, and inform each other if goods, software or technology are affected by export control laws and regulations. The export of goods, software or technology to third parties outside the European Union may be subject to an export license provided by the relevant authority.

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

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

6 Governance structure

6.1 General structure

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

The **Steering Committee** is the decision-making body of the consortium.

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.

'The Parties acknowledge and agree that the Consortium Bodies are required to abide by the terms of this Consortium Agreement in any and all decisions of the Consortium Bodies and are not authorised to amend or change the terms of this Consortium Agreement.

6.2 Members

The Steering Committee shall consist of one representative of each Party (hereinafter referred to as "**Member**"). Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The Parties agree to abide by all decisions of the Steering Committee. This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution

in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3 Operational procedures for the Steering Committee

6.3.1 Representation in meetings

Any Member:

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

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings

The chairperson shall convene ordinary meetings of the Steering Committee at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the ordinary meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the ordinary meeting and 2 days preceding an extraordinary meeting.

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

6.3.2.5 Holding of the meetings

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

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Steering Committee a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 75 % of all Parties.

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

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

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

6.3.4 Voting rules and quorum

6.3.4.1 Quorum

The Steering Committee 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 Steering Committee 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.

6.3.4.2 Voting

Each Member present or represented in the meeting shall have one vote. Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

Associated Partner/s may not vote on a decision regarding the distribution or use of the EC financial contribution.

A Party which the Steering Committee has declared according to Section 4.2 to be a Defaulting Party may not vote.

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

6.3.5 Veto rights

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

When the decision is foreseen on the original agenda, a Party may only veto such a decision during the meeting. When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting. When a decision has been taken without a meeting a Party may veto

such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

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

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

Associated Partner/s may not veto a decision regarding the distribution or use of the EC financial contribution.

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

6.3.6 Minutes of meetings

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

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

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

6.3.7 Decisions of the Steering Committee

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

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

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

- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Appointments

On the basis of the Grant Agreement, the appointment, if necessary, of External Expert Advisory Board Members.

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

6.4 Coordinator

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.

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 certification) and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority (EC Financial Contribution) 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.

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

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

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

6.5 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (“**EEAB**”) will be appointed and steered by the Steering Committee. The EEAB shall assist and facilitate the decisions made by the Steering Committee.

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 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (“**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. The NDA for the EEAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

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

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of the EC Financial Contribution

The EC 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 Beneficiary 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 Beneficiary 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 Beneficiary 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 Beneficiary 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 Excess payments

A Beneficiary has received excess payment

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

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

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

7.1.5 Revenue

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

7.1.6 Financial consequences of the termination of the participation of a Beneficiary

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

7.1.7 Financial consequences of the termination of a Defaulting Party

In addition to Section 7.1.6 above, 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 Steering Committee should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.2 Payments

7.2.1 Payments to Beneficiary are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references, and
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts.

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

7.2.2 Transfer of financing

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Beneficiaries 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 Beneficiaries 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 Beneficiary concerned.

The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the Steering Committee 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 Beneficiary identified as 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 Beneficiary when this is suggested by or agreed with the Granting Authority.

7.2.3 Funding of Associated Partners

For avoidance of doubt, funding allocated to Associated Partners from national funding is separate from the EC financial contribution and cannot be reallocated to Beneficiaries. Such funding may however be reallocated between two or more Associated Partners in receipt of funds from the same national funder subject to the conditions set out for such funding.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 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 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

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

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

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

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

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 General

The Parties shall strive to disseminate Results through joint publications, where applicable.

All dissemination activities shall take place in accordance with good academic practice.

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 Review

Any Party intending to disseminate Results shall duly inform the Steering Committee at the earliest opportunity upon which the Steering Committee shall strive to agree on the manner and timing of such dissemination duly taking into account the relevant deadline (if applicable). In addition the following procedure shall apply before submission of a publication or presentation.

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 submission of the publication. Any objection to the planned publication shall be made in

accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2 Objection

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 Actions due to objection

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

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

8.4.6 Acknowledgement of National Funding

If a publication or other dissemination activity requires acknowledgment of Granting Authority funding under Article 17 of the Grant Agreement, and the publication or other dissemination activity includes Results generated solely or jointly with the Associated Partner then, where applicable, acknowledgement of national funding to be provided by the Associated Partner shall be included.

9 Access Rights

9.1 Background included

The Parties agree that no transfer of ownership or intellectual property rights to Background is intended by this Consortium Agreement.

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 Rights to specific Background is subject to legal restrictions or limits.

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

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the Steering Committee is needed should a Party wish to modify or withdraw its Background in Attachment 1. The Steering Committee shall not unreasonably oppose such modification or withdrawal if the Party requesting such modification or withdrawal can reasonably demonstrate that continuity and implementation of the Project and the use and dissemination of Results will not be affected.

9.2 General Principles

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

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

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

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, non-commercial research and for teaching activities shall be granted on a royalty-free basis.

9.4.2 Access Rights to Background

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 Time limit

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 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 an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control who 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 Steering Committee 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.

10 Non-disclosure of information

10.1 Confidential Information

All information in whatever form or mode of communication, which is disclosed by a Party ("**Disclosing Party**") to any other Party ("**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 Confidentiality undertaking

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

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

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

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

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

10.3 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.

10.4 Notification

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 as far as possible work to limit such disclosure in order 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)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6)
- Attachment 6 (Associated Partners)

The provisions of the Grant Agreement are incorporated into this Consortium Agreement by reference. 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, 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

11.3.1 General

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.

11.3.2 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.

11.3.3 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 6.3.7 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments of this Consortium Agreement, 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, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be

referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

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

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

12 Signatures

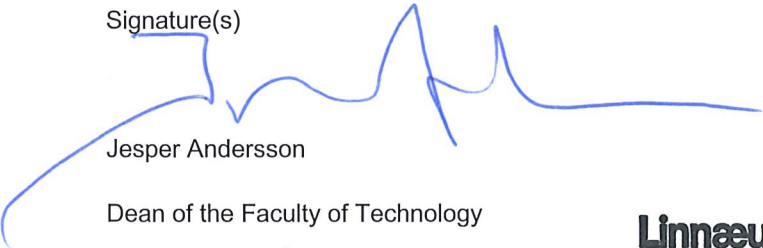
AS WITNESS:

This Consortium Agreement is to be executed in eight (8) counterparts which constitute one document of which the Coordinator shall retain one original and the other Parties one copy each.

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.

LINNAEUS UNIVERSITY

Signature(s)

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end.

Jesper Andersson

Dean of the Faculty of Technology

Date 8/7/2022

Linnæus University

ΕΘΝΙΚΟ ΚΑΙ ΚΑΠΟΔΙΣΤΡΙΑΚΟ ΠΑΝΕΠΙΣΤΗΜΙΟ ΑΘΗΝΩΝ

Signature

Professor Nikolaos Xoulgaris

Vice Rector of Research and Lifelong Learning

Date



THE OPEN UNIVERSITY

Signature(s)

A handwritten signature in black ink, appearing to read 'J. Vango', with a horizontal line extending to the right.

Miss Joanne Vango

Head of Legal

Date 15/06/2022

UNIVERSITEIT GENT

Signature(s)

Prof. dr. Rik Van de Walle

Rector

15/06/22

Date

For the rector

Prof. Dr. Ignace Lemahieu
Director of Research
Ghent University



For acknowledgement and approval:

Prof. dr. Lieva Van Langenhove

Date

A handwritten signature in black ink, appearing to read 'Lieva Van Langenhove', with a large flourish at the end.

15/06/2022

NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU

Signature(s)

Tor Grande

Tor GRANDE

Pro-Rector for research

Date *15/6 - 2022*

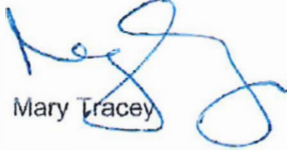


NTNU
Norwegian University of
Science and Technology

Rector
Høgskoleringen 1
7491 Trondheim, Norway

**THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS OF BOARD,
OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR
DUBLIN**

Signature(s)



Mary Tracey

Head of Research Contracts

Date 15th June 2022



cp

The Provost, Fellows, Foundation Scholars,
and the other members of Board,
of the College of the Holy and Undivided
Trinity of Queen Elizabeth near Dublin

FILOTHEI CHALVATZA

Signature(s)



SIMPLE
ΥΠΗΡ ΠΛΗΡΟΦΟΡΙΚΗΣ & ΕΚΠΑΙΔΕΥΣΗΣ
ΦΙΛΟΘΕΗ ΧΑΛΒΑΤΖΑ
ΡΗΓΑ ΦΕΡΑΙΟΥ 55 ΦΑΡΚΑΔΩΝΑΣ, 42031
ΑΦΜ: 136716875 - ΔΟΥ: ΤΡΙΚΑΛΩΝ

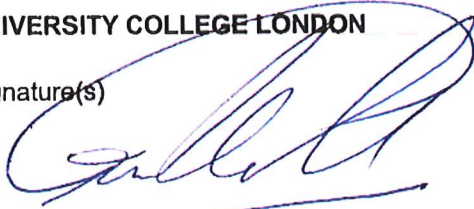
Filothai Chalvatza

Managing director of Simple

Date 15/06/2022

UNIVERSITY COLLEGE LONDON

Signature(s)



Mr Giles Machell

Head of European Contract Management, European Research & Innovation Office

Date 15/6/22



Attachment 1: Background included

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

LINNAEUS UNIVERSITY

As to LINNAEUS UNIVERSITY, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of LINNAEUS UNIVERSITY 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.

ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON

As to ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON, 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”)
ChoiCo web application https://etl.ppp.uoa.gr/choico	This program was developed by Educational Technology Lab for academic and research use. It is free, open-source software that can be redistributed and/or modified only under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or any later version. See the GNU General Public License for more details.	This program was developed by Educational Technology Lab for academic and research use. It is free, open-source software that can be redistributed and/or modified only under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or any later version. See the GNU General Public License for more details.

<p>MaLT2 web application http://etl.ppp.uoa.gr/malt2/</p>	<p>This program was developed by Educational Technology Lab for academic and research use. It is free, open-source software that can be redistributed and/or modified only under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or any later version. See the GNU General Public License for more details.</p>	<p>This program was developed by Educational Technology Lab for academic and research use. It is free, open-source software that can be redistributed and/or modified only under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or any later version. See the GNU General Public License for more details.</p>
<p>SorBET web application http://etl.ppp.uoa.gr/sorbet/</p>	<p>This program was developed by Educational Technology Lab for academic and research use. It is free, open-source software that can be redistributed and/or modified only under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or any later version. See the GNU General Public License for more details.</p>	<p>This program was developed by Educational Technology Lab for academic and research use. It is free, open-source software that can be redistributed and/or modified only under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or any later version. See the GNU General Public License for more details.</p>

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

THE OPEN UNIVERSITY

As to THE OPEN UNIVERSITY, it is agreed between the Parties that, to the best of their knowledge, the nQuire platform (nQuire.org.uk), associated software, databases and branding (Open University and “nQuire”) needed for the implementation of the project are Open University background IP. The Open University allows for the nQuire platform to be accessed and used by all partners during the period of the project and for the purposes of implementing project objectives and requirements. Any enhancements or modifications to the nQuire platform developed for the purposes of the project will be owned by the Open University. Any software or application designed by other partners to analyse data collected on nQuire will be an IP of the respective partner or partners.

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	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its
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	Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
nQuire platform (nquire.org.uk), associated software, databases and branding (Open University and “nQuire”)	All parties can access and use the Open University background IP during the period of the project.	Any enhancements or modifications to the nQuire platform developed for the purposes of the project will be owned by the Open University. Any software or application designed by other partners to analyse data collected on nQuire will be an IP of the respective partner or partners. Any datasets collected during the period of the project will be co-owned and accessed by all Parties for the purpose of meeting project objectives and requirements.

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

UNIVERSITEIT GENT

As to UNIVERSITEIT GENT, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITEIT GENT 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.

NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU

As to NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU 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.

THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN

As to THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN 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.

SIMPLE

As to SIMPLE, 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”)
<p>Web Integration and Interoperability Layer (WIIL) is a technique that enables seamless integration and interoperability of web components with learning platforms with minimal administrative and development overhead.</p>	<p>All parties can access and use the Simple background IP during the period of the project.</p>	<p>Any enhancements or modifications to the WIIL technique developed for the purposes of the project will be owned by Simple.</p> <p>Any software or application designed by other partners to integrate components using WIIL will be an IP of the respective partner or partners.</p> <p>Any datasets collected during the period of the</p>

		project will be co-owned and accessed by all parties for the purpose of meeting project objectives and requirements.
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This represents the status at the time of signature of this Consortium Agreement.

UNIVERSITY COLLEGE LONDON

As to UNIVERSITY COLLEGE LONDON, 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”)
AuthELO, a platform for Authoring Explanatory Learning Objects, and associated feedback and learning analytics.	Access Rights to Background for Implementation are only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the Access Rights.	Access Rights to Background for Exploitation are only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the Access Rights.

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

LINNAEUS UNIVERSITY

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to Section 8.3

For UCL:

UCL Business Ltd, The Network Building, 97 Tottenham Court Road, London, W1T 4TP

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

Attachment 4: Identified entities under the same control according to Section 9.5

For UCL:

UCL Business Ltd, The Network Building, 97 Tottenham Court Road, London, W1T 4TP

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

Attachment 5: NDA for External Expert Advisory Board agreed under Section 6.5

NON-DISCLOSURE AGREEMENT

This non-disclosure Agreement (the “**NDA**”) is made between

- (1) **Exten.D.T.2 Consortium**, collectively duly represented by Linnaeus University (“**Consortium**”), and
- (2) **[NN]**, **[identification]**, **[address]** (“**Member**”),

hereinafter referred to as the “**Parties**” and each of them separately as a “**Party**”.

BACKGROUND

The Consortium has been awarded financing for a project entitled *Extending design thinking with emerging digital technologies* (“**Project**”) within the Horizon Europe program (Grant Agreement no **[insert no]**). The Consortium has established an External Expert Advisory Board (“**EEAB**”) to assist and facilitate the decisions of its main decision-making body, the Steering Committee. The Consortium has also agreed that all members of the EEAB shall enter into confidentiality agreements with the Consortium which terms shall not be less stringent than those stipulated in Consortium Agreement applicable to the Project itself.

[NN] has been appointed a member of said EEAB (“**Member**”) and the Parties have therefore entered into this NDA.

CONFIDENTIAL INFORMATION AND CONFIDENTIALITY UNDERTAKING

Sensitive information, such as trade secrets or other sensitive information, provided in whatever form or mode of communication, which is disclosed by one or more Consortium members to the Member in connection with the Project and which such Consortium member has 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 Consortium member, is “**Confidential Information**”.

The Member hereby undertakes, for a period of 5 years after the end of the Project:

- (a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- (b) not to disclose Confidential Information without the prior written consent of the disclosing Consortium member; and

- (c) to ensure that any distribution of Confidential Information by the Member shall take place on a strict need-to-know basis, including but not limited to where a person involved in the Project needs the Confidential Information in order to carry out a task connected to the Project or disclosure is required in order for the Member to fulfil its role as a Member or the EEAB.

The Member is solely responsible for taking such actions as may be reasonably required to prevent Confidential Information from being improperly disclosed to a third party. The Member shall apply the same degree of care with regard to the Confidential Information as with regard to its own confidential and/or proprietary information or the information of its employer, but in no case less than reasonable degree of care. To the extent the Member discloses Confidential Information to third parties in accordance with this NDA, the Member shall be responsible for the fulfilment of the above obligations on the part of any such third party.

The Member shall promptly advise the Consortium, through Linnaeus University, in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

EXCEPTIONS

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

- (a) upon disclosure already was publicly known or thereafter became publicly known through no breach of this NDA by the Member;
- (b) was already known to the Member prior to receiving it from any Consortium member;
- (c) was a conceived as a result of the Member's own independent actions completely outside the scope of this NDA;
- (d) was lawfully obtained from a third party who in turn lacked restrictions on the use of the Confidential Information;
- (e) no longer is considered confidential by any Consortium member; or
- (f) was required to be disclosed under law or a by court or administrative order, provided the Member, as far as legally possible, expediently informs the Consortium, through Linnaeus University, of such pending disclosure and works to limit such disclosure.

TERM OF AGREEMENT AND TERMINATION

This NDA shall enter into force once it has been signed by the Consortium and the Member. No information may be provided to the Member until this NDA has entered into force. This NDA stays in effect until five (5) years after the Project has been completed.

Upon completion of the Project the Member shall return all Confidential Information which it has obtained under this NDA to the relevant disclosing Consortium member. Such Confidential Information may, at the request of the relevant Consortium member, instead be destroyed including any and all copies thereof and any information stored in a machine readable form. The Member may only retain copies of the Confidential Information provided under this NDA to the extent necessary to comply with statutory filing requirements and always provided that the Member complies with the confidentiality undertakings under this NDA for as long as the copy is retained.

MISCELLANEOUS

Where the Member fails to fulfil its obligations under this NDA the Member shall be liable to compensate the relevant individual Consortium member for any direct damage suffered as a result of the Member's breach of the provisions of this NDA. No liability shall be held for indirect damage unless such damage was caused by a wilful act or gross negligence.

Nothing in this NDA shall be deemed to include a grant, by license or otherwise, of any right pertaining to the disclosing Consortium member, including but not limited to patents, copyrights or other intellectual property rights relating to the Confidential Information.

This NDA is the entire agreement between the Parties regarding all the issues set forth in the NDA. Any and all written or verbal undertakings or agreements prior to the NDA are in all respects superseded by this NDA.

Should any clause in this NDA or part thereof be found void or invalid, this shall not cause the entire NDA to be invalid and, to the extent such invalidity materially affects any of the Parties' position or obligations under this NDA, such clause may be amended.

Any amendments to this NDA shall, in order to be binding, be made in writing and duly executed by both Parties hereto.

Neither Party may assign its rights and/or obligations under this NDA without the prior written consent of the other Party.

This NDA is drawn up in English and shall be subject to Belgian substantive law without regard to its conflict of laws provisions. Any dispute, controversy or claim arising out of or in connection with this NDA, or the breach, termination or invalidity thereof, which cannot be settled through negotiation between the Consortium and the Member, shall be settled in accordance with the dispute settlement set out in the Consortium Agreement established by the Consortium for the purpose of the Project (art. 11.8 of the Consortium Agreement).

This NDA has been drawn up in two identical originals of which each Party has received one and of which the Consortium's copy shall be retained by Linnaeus University.

Växjö on [date] 2022

[Place] on [date] 2022

LINNAEUS UNIVERSITY
ON BEHALF OF THE
EXTEN.D.T.2 CONSORTIUM

[NN]

[Clarification of signature]

[Title]

[Clarification of signature]

[Title]

Attachment 6: Associated Partners

Open University and University College London are identified as Associated Partners in the Consortium Agreement.

As provided for in the Consortium Agreement, inter alia its Section 4.5, the participation of Associated Partners is governed by the provisions of the Consortium Agreement together with prevailing provisions of the Grant Agreement in accordance with Article 9.1 of the Grant Agreement.

The Grant Agreement Articles referred to at Section 4.5 of this Consortium Agreement are outlined below.

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

The Associated Partner (The Open University) must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement, the call conditions and all legal obligations under applicable EU, international and national law.

11.2 Consequences of non-compliance

This is not applicable to the Associated Partner: if it breaches any of its obligations under this Article, the grant may be reduced (see Article 28). Such breaches may also lead to other measures described in Chapter 5. As they may not charge costs or contributions to the action and the costs for their tasks are not eligible.

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

The Associated Partner must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

12.2 Consequences of non-compliance

This is not applicable to the Associated Partner: If the Associated Partner breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the Associated Partner may be terminated (see Article 32). Such breaches may also lead to other measures described in

Chapter 5. As they may not charge costs or contributions to the action and the costs for their tasks are not eligible.

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

The Associated Partner must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If the Associated Partner requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The Associated Partner may disclose sensitive information to their personnel or other participants involved in the action only if they:

- a) need to know it in order to implement the Agreement and
- b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- b) the recipients of the information are bound by an obligation of confidentiality. The confidentiality obligations no longer apply if:
 - c) the disclosing party agrees to release the other party
 - d) the information becomes publicly available, without breaching any confidentiality obligation
 - e) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

13.2 Classified information

The Associate Partner must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/4441 and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

¹ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

13.3 Consequences of non-compliance

This is not applicable to the Associated Partner: If the Associated Partner breaches any of its obligations under this Article, the grant may be reduced (see Article 28). Such breaches may also lead to other measures described in Chapter 5.

As they may not charge costs or contributions to the action and the costs for their tasks are not eligible.

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Specific ethics rules (if any) are set out in Annex 5.

14.2 Values

The Associated Partner must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex 5.

14.3 Consequences of non-compliance

This is not applicable to the Associated Partner: If the Associated Partner breaches any of its obligations under this Article, the grant may be reduced (see Article 28). Such breaches may also lead to other measures described in Chapter 5.

As they may not charge costs or contributions to the action and the costs for their tasks are not eligible.

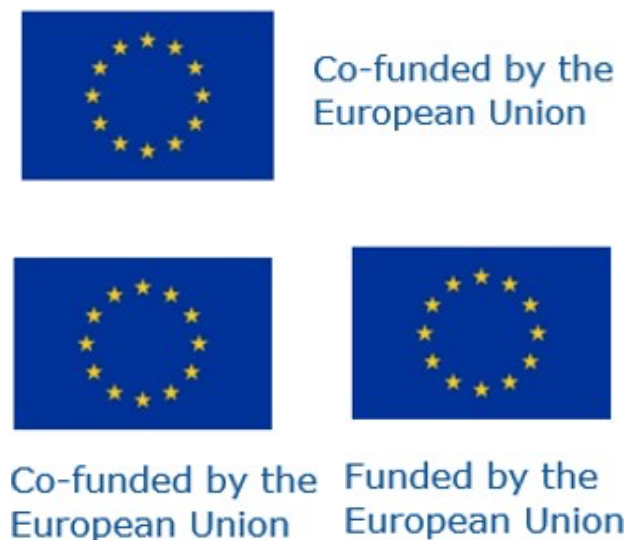
ARTICLE 17 — COMMUNICATION AND VISIBILITY

17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the Associated Partner related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



Funded by the
European Union



The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of the Associated Partner or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the Associated Partner may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

Specific rules for implementing the action (if any) are set out in Annex 5.

18.2 Consequences of non-compliance

This is not applicable to the Associated Partner: If the Associated Partner breaches any of its obligations under this Article, the grant may be reduced (see Article 28). Such a breach may also lead to other measures described in Chapter 5.

As they may not charge costs or contributions to the action and the costs for their tasks are not eligible.

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

The Associated Partner must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, including electronic format.

19.2 Participant Register data updates

The Associated Partner must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

19.3 Information about events and circumstances which impact the action

The Associated Partner must immediately inform the granting authority (and the other beneficiaries and the Associated Partner) of any of the following:

- a) events which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
 - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
 - (ii) [OPTION 2 if selected for the grant: changes regarding the linked action (see Article 3)]
- b) circumstances affecting:
 - (i) the decision to award the grant or
 - (ii) compliance with requirements under the Agreement.

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The Associated Partner must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the Associated Partner must — for the same period — keep the following to justify the amounts declared:

- a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the Associated Partner usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents
- b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied
- c) for the following simplified costs and contributions: and the Associated Partner do not need to keep specific records on the actual costs incurred, but must keep:

- (i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared
- (ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1
- (iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1
- d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the Associated Partner must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

- a) for personnel costs: time worked for the Associated Partner under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance
- b) additional record-keeping rules: not applicable.

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the Associated Partner must keep these records and other supporting documentation until the end of these procedures.

The Associated Partner must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

20.2 Consequences of non-compliance

If the Associated Partner breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

We accept that the bodies mentioned in Article 25 can exercise their rights towards the (OU), and that the beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority; the European Court of Auditors (ECA); the European Anti-Fraud Office (OLAF)) have the right to carry out checks, reviews, audits and investigations on the associated partners, particularly concerning the action implementation.

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing unit contributions, deliverables and reports.

25.1.2 Project reviews

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the Associated Partner will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The Associated partner must cooperate diligently and provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13. The coordinator or beneficiary concerned may be requested to participate in meetings, including with the outside experts.

For on-the-spot visits, the beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a project review report will be drawn up. The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.

Project reviews (including project review reports) will be in the language of the Agreement.

25.2 European Commission checks, reviews and audits in grants of other granting authorities

Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.

25.3 Access to records for assessing simplified forms of funding

It is not applicable for the Associated Partner to give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes, as they may not charge costs or contributions to the action or the costs for their tasks as they are not funded by the European Commission.

25.4 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/201331 and

No 2185/9632

- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the Associated Partner concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

To this end, the Associated partner concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

25.5 Consequences of checks, reviews, audits and investigations — Extension of Findings

25.5.1 Consequences of checks, reviews, audits and investigations in this grant

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants'). Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.