CONSORTIUM AGREEMENT

for the Project

Synaptic Dysfunction in Neuropsychiatric Disorders' — 'Syn2Psy
(Grant Agreement number 813986 — H2020-MSCA-ITN-2018)

Final Version
July 2019

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CONSORTIUM AGREEMENT
for a Marie Skłodowska-Curie Innovative Training Network (ITN) European Training Network

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as "the Rules"), and the European Commission H2020 Model Grant Agreement for Marie Skłodowska-Curie Innovative Training Networks (MSC-ITN-MULTI) and its Annexes, and is made on 2019-07-22, hereinafter referred to as the Effective Date

BETWEEN:
CENTRO DE NEUROCIENCIAS E BIOLOGIACELULAR ASSOCIACAO (CNC), Rua Larga, Coimbra, Portugal, (the "Coordinator")

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), organised and existing under the laws of France, having its registered office at Rue Michel-Ange 3, 75794 Paris, France, represented by its Délégué Régional Aquitaine, Mr Younis HERMES acting on CNRS behalf and on behalf of :

- **Institut interdisciplinaire de Neurosciences, 146 rue Leo Saignat, 33077 Bordeaux, France a joint research laboratory between CNRS and Université de Bordeaux,**
- **Neurosciences Paris-Seine 9 Quai Saint-Bernard, 75252 Paris, France a joint research laboratory between CNRS, Sorbonne Université and INSERM.**

ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE (EPFL), Bâtiment CE 3316 Station 1, 1015 Lausanne, Switzerland

IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE, South Kensington Campus, Exhibition Road, London, SW7 2AZ, UK (ICL)

THE UNIVERSITY COURT OF UNIVERSITY OF EDINBURGH of Old College, South Bridge, Edinburgh, EH9 9YL (UEDIN)

H. LUNDBECK A/S, Ottiliavej 9, 2500 Valby, Denmark ("H. LUNDBECK AS")

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

SYNAPTIC DYSFUNCION IN NEUROPSYCHIATRIC DISORDERS

in short

Syn2Psy

hereinafter referred to as "Project"

WHEREAS:
The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).
The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement number 813986 signed by the Parties and the EC

(hereinafter “Grant Agreement”) under the funding scheme of “Marie Skłodowska-Curie Innovative Training Networks - ITN”.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Access Rights”
Access Rights shall have the meaning given to it by Article 25.1 of the Grant Agreement.

“Consortium”
Consortium means the Parties that have signed or acceded to this Consortium Agreement and which remain participants in the Project.

“Consortium Body”:
Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

“Consortium Plan”
Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Supervisory Board.

“Exploitation”
Exploitation shall have the meaning given to it by Article 28.1 of the Grant Agreement.

“Fair and Reasonable”
Fair and Reasonable shall have the meaning given to it by Article 25.3 of the Grant Agreement.

"Funding Authority"
Funding Authority means the body awarding the grant for the Project.

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

“Early Stage Researcher” (ESR)
Early Stage Researcher means a researcher selected and recruited by a Beneficiary to participate in the Project under the eligibility conditions set out in the relevant Work Programme and in compliance with the conditions set out in the Grant Agreement Article 6.2(b).

“Force Majeure”
Force Majeure shall have the meaning asccribed to it in Article 51 of the Grant Agreement.

“Needed” means:
For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be 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.

“Partner Organisation”
Partner Organisation means an organisation that is not signatory of the Grant Agreement and does not employ any Early Stage Researcher within the Project. A Partner organisation provides additional training and host researchers during secondments. A Partner Organisation does not generate any Results.
The Partner Organisations are listed in Annex I-List of Participants to the Grant Agreement.

“Career Development Plan”
Career Development Plan means a plan established by each recruited ESR with his/her personal supervisor(s) for initial training activities for more than 6 months. It shall comprise the recruited ESR’s training and career development needs (including transferable skills and meaningful exposure to both private and public sector) and scientific objectives as well as the measures foreseen to meet these objectives and a description of his/her initial training activities.

“Results”
Results shall have the meaning ascribed to it in Article 26.1 of the Grant Agreement.

“Secondment”
Secondment means a period during which a ESR is hosted by a Partner Organisation or a Party other than his/her employing entity. Secondments are detailed in Section 4 of the Annex I to the Grant Agreement.

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

Section 2: Purpose

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

The Parties hereby agree to disclose the Grant Agreement and the Consortium Agreement to the Partner Organisations.

Section 3: Entry into force, duration and termination

3.1 Entry into force

Subject to full signature by a duly authorised representative, this Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

An additional entity becomes a 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 Funding Authority or a Party, or
- is terminated, or
- if a Party's participation in the Grant Agreement is terminated,
this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Responsibilities of Parties, Results and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.
Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Supervisory Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the 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 the required Consortium Body without undue delay, in accordance with the governance structure of the Project, 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.

Without constituting any kind of warranty, each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties, and shall not knowingly provide to the other Parties any information or materials (including Background or Results) that it is not entitled to provide for the purposes of the Project.

Each Party shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and ethical guidelines.

When a Party (the “Sending Party”) tranfers biological material, specialized chemicals or software to another Party (the “Receiving Party”) in respect of the Project, the terms of transfer will be agreed between the Parties on a case by case basis in a Materials Transfer Agreement, following

the general provisions template outlined in the Attachment 10. The material shall only be used for the purpose of the Project and only for as long as is necessary for that purpose. The material will under no circumstances be administered to humans.

Unless otherwise agreed by the Parties involved, the Receiving Party shall not be entitled to transfer the material to any third party (including another Party) without the Sending Party's prior written consent.

Each Party is responsible for ensuring they comply with this Consortium Agreement and all applicable rules, laws or regulations.

4.1.1 Obligations during Secondments

During any period of Secondment to a Party or Partner Organisation, the seconded ESR shall remain employed by the Party by which he/she was recruited.

Except as otherwise set out in this Section 4.1.1, the Party employing the ESR shall be solely responsible for the fulfillment towards its ESR of the obligations of Parties set out in Article 32 of the applicable EC Grant Agreement, including the distribution to the ESR of the ESR components of the financial contribution in accordance with the Party's own usual accounting and management principles and practices.

Except as otherwise set out in this Section 4.1.1, the Party or Partner Organisation hosting the ESR shall have no obligation or liability to the employing Party or to the ESR for any of the conditions set out in Article 32 of the Grant Agreement, including but not limited to liability to the employing Party or to the ESR for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

The Party hosting the ESR shall communicate to and instruct the ESR in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the seconded ESR enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

4.2 Breach

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

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) 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 and for the consequences arising from such third party's failure or non-compliance. It 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. Furthermore, if a Partner Organisation is involved, the Coordinator will ensure that the Partner Organisations signs the written commitment in the form set out in Attachment 6.

In case of a secondment the respective Parties and/or Partner Organisations shall negotiate and sign a Secondment agreement ("Secondment Agreement" based on the template provided as Attachment 7).

4.4. ESR Recruitment notifications

In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without any delay, about any progress or change in their ESR recruitment process. In particular, the Coordinator shall always be notified about the official start date of the fellowship and the submission of the researcher declaration through the European Commission Participant Portal.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose or that they do not infringe any proprietary rights of third parties.

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

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act, in which cases liability is limited to the fullest extent permitted by Belgian Law.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and as reproduced and redistributed in Attachment 8 to this Consortium Agreement, provided such damage was not caused by a wilful act in which cases liability is limited to the fullest extent permitted by Belgian Law.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. The affected Party must immediately take all the necessary steps to limit any damage due to Force Majeure and do its best to resume implementation of the Action as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

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

The **Supervisory Board (SB)** is the ultimate decision-making body of the consortium. The Supervisory Board is responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher. The Supervisory Board will also oversee the quality and quantity of supervision of the ESRs.

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

The **Research Coordination Committee** is responsible for oversight of the recruitment of ESRs and shall report and be held accountable by the Supervisory Board. This board is responsible for oversight of recruitment, for monitoring the supervision and co-supervision of all ESRs, and for approving secondments to Partner Organisations.

The **Training/Doctoral Studies Committee** will provide advice to the Supervisory Board on all training and transfer of knowledge issues and shall report to and be held accountable to the Supervisory Board. The Training Board is responsible for approving all training plans/reports and secondment reports, ensuring implementation of the training program.

The **D&C Committee** will be responsible for managing the dissemination and outreach activities of the Project and for oversight of protection and exploitation of the research results.

The **Management Board** is composed of the Project Coordinator and the Project Manager. The Management Board is responsible for adopting main decisions taken by the Supervisory Board regarding financial issues, work plan, intellectual property rights and the progress of the network consortium, after decision of the Supervisory Board.

The **ESR Board** is composed of three ESRs. The ESR Board will change annually, and will represent ESRs in all issues related to the work and contract conditions. The ESR Board will provide feedback to the Supervisory Board. Feedback from each ESR will be obtained through the annual progress monitoring meetings and the ESR Board.

The **External Advisory Board** consists of two to four European and non-European top researchers in the research field of the Project, who will be appointed to observe and advise on the strategic direction of Syn2Psy research training programme. The External Advisory Board will also embrace independent members to afford guidance on transferable training skills, including links with industry and technology. The External Advisory Board will be appointed at the kick-off meeting.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings
Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

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

and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	At least once a year	At any time upon written request of any Member of the Supervisory Board or Management Board
Research Coordination Committee	At least twice a year + when necessary and practical	At any time upon written request of any Member
Training/Doctoral Studies Committee	At least twice a year + when necessary and practical	At any time upon written request of any Member
D&C Committee	At least twice a year + when necessary and practical	At any time upon written request of any Member
ESR Board	At least once a year	At any time upon written request of any Member

6.2.2.2 Notice of a meeting:

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	28 calendar days	15 calendar days
Research Coordination Committee, Training/Doctoral Studies Committee, D&C Committee, ESR Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda: The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Supervisory Board	21 calendar days; 10 calendar days for an extraordinary meeting
Research Coordination Committee, Training/Doctoral Studies Committee, D&C Committee, ESR Board	7 calendar days

6.2.2.4 Adding agenda items:
Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.
Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Supervisory Board	14 calendar days, 7 calendar days for an extraordinary meeting
Research Coordination Committee, Training/Doctoral Studies Committee, D&C Committee, ESR Board	2 calendar days

6.2.2.5 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda. However no decision may be taken on this item if not all Members are either present or represented at the meeting.

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.7 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

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

6.2.3 Voting rules and quorum

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

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

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

6.2.3.3 A Party which the Supervisory Board has declared to be a Defaulting Party pursuant to Section 4.2 may not exercise any vote or participate in any further Consortium Body decision-making following the declaration of default.

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

However, this rule shall not apply to the following decisions, which shall instead require the unanimous vote of the Supervisory Board, with the exception that the vote of a Party, which is proposed to be declared in default shall not be considered:
- Entry of a new entity to the Project and approval of the settlement on the conditions of the accession to the Project, including the Grant Agreement and Consortium Agreement, of such new entity.
- Declaration of a Party to be a Defaulting Party.

6.2.4 Veto rights

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

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.
6.2.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. She/He shall send the draft minutes to all Members within 15 calendar days of the meeting.

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

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.

If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Supervisory Board

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

6.3.1.1 Members

6.3.1.1.1 The Supervisory Board is composed of the Project Coordinator (who will chair it), and one representative of each other Party. However, as CNRS is representing two independent institutes here (IINS and IBPS), CNRS will have two representatives, one for each of these institutes.

6.3.1.1.2 Each Supervisory Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement. However if the Member who attends the meeting is not authorised by his/her Party to make a proposed decision on behalf of that Party, the Member will ensure that he or she refers such a decision to the authorised representative for his or her institution at the earliest time possible and will inform the Coordinator of such referral. Notwithstanding this referral, the timescales described in this Section 6 will be adhered to.

6.3.1.1.3 The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise in a meeting of the Supervisory Board.

6.3.1.1.4 The Parties agree to abide by all decisions of the Supervisory Board.
- This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

Without prejudice to their entitlement under Section 6.2.4, the Parties agree to abide by all decisions of the Supervisory Board on all matters listed in paragraphs three and four below under the headings of “Content, finances and intellectual property rights” and “Evolution of the Consortium”. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

The Supervisory Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Management Board, Research Coordination Committee, Training/Doctoral Studies Committee, D&C Committee and ESR Board (hereinafter collectively referred to as the Sub-bords), and/or advice provided by the External Advisory Board shall require approval by the Supervisory Board.

Content, finances and intellectual property rights
The following decisions shall be taken by the Supervisory Board:
- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included) according to 9.1.2
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)
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- Evolution of the Consortium
- Modifications to Attachment 8 (Consortium Plan Budget)
- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party

- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- 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 Projectand measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement
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- Appointments
- On the basis of the Grant Agreement, the appointment if necessary of:
- Management Board
- Research Coordination Committee Members
- Training/Doctoral Studies Committee Members
- D&C Committee Members
- External Advisory Board Members

6.3.1.3 Tasks

The Supervisory Board will work in coordination with the Management Board in:
- 6.3.1.3.1 Monitoring the effective and efficient implementation of the Project.
- 6.3.1.3.2 Supporting the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- 6.3.1.3.3 Preparing the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29
- 6.3.1.3.4 Overseeing the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training
- 6.3.1.3.5 Assessing the recruitment strategy and, if necessary, proposing modifications of the recruitment strategy to the Research Coordination Committee
- 6.3.1.3.6 Ensuring that the skills acquired by ESRs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the ESRs
- 6.3.1.3.7 Overseeing the quality and quantity of supervision of the ESRs
- 6.3.1.3.8 Establishing an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, ESR and any stakeholders involved in the Project to maximise the benefits of the partnership.
- 6.3.1.3.9 Collecting information at least every 6 months on the progress of the project, examining that information to assess compliance of the project to the Annex I and, if necessary, proposing and deciding upon modifications to the Annex I. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.
- 6.3.1.3.10 Evaluating and exploring the possible commercial exploitation of the Results, the protection and licensing of which remains the responsibility of the Party or Parties developing it.
- 6.3.1.3.11 Seeking a consensus among the Parties
- 6.3.1.3.12 Setting procedures for dealing with cases of scientific misconduct, which should take into account the Parties internal procedures for these cases
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6.3.2 Coordinator

6.3.2.1 The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall, in addition to its responsibilities as a Party, perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.3.2.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which 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 Funding Authority in time.
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- 6.3.2.3 If the Coordinator fails in its coordination tasks, the Supervisory Board may propose to the Funding Authority to change the Coordinator.
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- 6.3.2.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.
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- 6.3.2.5 The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.
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- 6.3.2.6 The Coordinator shall assist and facilitate the work of the Supervisory Board as well as that of the Research Coordination Committee, Training/Doctoral Studies Committee and D&C Committee with support from the Project Manager recruited by the Coordinator. It will be responsible for executing the decisions of the Supervisory Board as well as for the day-to-day management of the Project.
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- 6.3.3 Research Coordination Committee

The Research Coordination Committee will be chaired by the Coordinator, and will include other representatives appointed by the Supervisory Board. It is responsible for:

- Oversight of the recruitment of ESRs
- Overseeing implementation of the recruitment strategy
- Preparing a template recruitment advert that may be used by all Parties which will be approved by the Supervisory Board
- Ensuring clear job profiles with tasks, duties, entitlements, careed development prospects and line management structure are provided to potential applicants
- Preparing a common interview form that may be used by all Parties will be approved by the Supervisory Board
- Monitoring the secondments to Partner Organisations
- Monitoring the supervision and co-supervision of all ESRs
- Reporting periodically on individual research projects to the Supervisory Board

- The Research Coordination Committee reports to the Supervisory Board
- The minutes of the the Research Coordination Committee meetings, once accepted, shall be sent by the chairperson to the Supervisory Board members for information
-

6.3.4 Training/Doctoral Studies Committee

The Training/Doctoral Studies Committee will be chaired by ICL, and will include other representatives appointed by the Supervisory Board. The Training/Doctoral Studies Committee is responsible for:

- Approving all training plans/reports and secondment reports, ensuring implementation of the training program
- Organising training schools and annual meetings
- Monitoring the network-wide events
- Liaising with the ESR representatives, individual supervisors, industrial partners and the local workshop planning committee to adjust the training strategy and the network meetings
- Reporting periodically on training program progress to Supervisory Board
- Identifying new training requirements
- The Training/Doctoral Studies Committee reports to the Supervisoty Board.
- The minutes of the Training/Doctoral Studies Committee, once accepted, shall be sent by the chairperson to the Supervisory Board members for information.
-

6.3.5 D&C Committee

The D&C Committee will be chaired by IBPS-CNRS and will include other representatives appointed by the Supervisory Board. It will be responsible for:

- Defining and implementing the D&C plan
- Monitoring the dissemination and communication activities
- Reporting periodically on D&C plan to the Supervisory Board
- Providing advice related to IPR to the Parties and ESRs
- The D&C Committee will be held accountable to the Supervisory Board.
- The minutes of the D&C Committee Meetings, once accepted, shall be sent by the chairperson to the Supervisory Board members for information.

6.3.6 ESR Supervisors

The ESR supervisors are in charge of recruitment and selection of the ESRs, will meet regularly with the ESR to discuss progress and provide scientific guidance and training. They assist the ESRs in drawing up a Career Development Plan and monitor their training progress.

6.3.7 ESR Board

The ESR Board will consist of three ESRs elected by the rest of the collective, will have a one year duration, and will change every year. The ESR Board has an important role in the project, as it is envisaged to help in bridging between ESRs and the Supervisory Board regarding research, training program, secondments and any other issues of the project that may need dialogue. The ESR Board will be stimultated to organize an online forum where all ESRs can pose questions and comments.

6.3.8 External Advisory Board

An External Advisory Board (EAB) will be appointed and summoned by the Supervisory Board. It will be composed of two to four European and non-European top researchers in the research field of the project, and it will be appointed at the kick-off meeting.

The EAB shall assist and facilitate the decisions made by the Supervisory Board, especially regarding scientific and strategic issues, and in the resolution of disputes. The Coordinator is authorised to execute with each member of the EAB a non-disclosure agreement (template proposed in Attachment 9), which terms shall be not less stringent than those stipulated in this Consortium Agreement, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the EAB meetings and prepare the implementation of the EAB's suggestions. The EAB members shall be allowed to participate in Supervisory Board meetings upon invitation but have not any voting rights.

The Advisory Board members will also deliver keynote lectures at meetings and act as mentors for the ESRs.

6.3.9 Management Board

The Management Board is composed of the Project Coordinator and the Project Manager. It is responsible for:

- Assisting and facilitating the work of the Supervisory Board (e.g. preparing the meetings, proposing decisions and preparing the agenda of the Supervisory Board)
- Executing and implementing the decisions of the Supervisory Board regarding financial issues, work plan, publication content, intellectual property rights and progress of the network consortium
- The day-to-day management of the Project.

6.4 Specific provisions for employment of ESRs

ESRs and their employing institutions will sign an agreement which defines their respective role, entitlements and responsibilities, as specified in Article 32 of the Grant Agreement.

The ESR and his/her supervisor are obliged to complete a Career Development Plan which defines the ESR's objectives over both the short and long term (Article 32.1.(l) of the Grant Agreement). A template for the Career Development Plan is included here as Attachment 5.

The ESR supervisors will meet regularly with the ESR to discuss progress and provide scientific guidance and training. They will assist the ESRs in monitoring their training progress.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:
- the Annex 2 of the Grant Agreement
- Attachment 8 of this CA representing the redistribution of Annex 2 of the Grant Agreement.
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

A Partner Organisation shall have no entitlement to any portion of the financial contribution provided by the Funding Authority unless separately agreed in writing with the Party concerned for the Partner Organisation's tasks carried out in accordance with the Annex I.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Party which implements less unit costs than foreseen in the Annex I will be funded in accordance with its actual duly justified eligible costs only.
A Party that spends more than its allocated share of the budget as set out in the Annex I will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

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

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

7.1.5 Allocation of Research, Training and Networking cost category

The Parties agree that the estimated budget for the Project as indicated in Annex 2 of the Grant Agreement does not apply. Instead, the Coordinator will retain 20% (20%=€360 per eligible person month) of the other Parties' Total amount of category B.1, Research, Training and Networking costs in order to cover the centralised costs of Network-Wide Training Events. It is planned that the network-wide events will be paid for locally at the host institution, after which the Coordinator will reimburse the host institution for the cost of the event, after receipt of a list of expenditures related to the network-wide event. The estimated budget for the Project as indicated in Attachment 8 shall apply.

7.1.6 Allocation of Management and Overheads cost category

The Parties agree that the estimated budget for the Project as indicated in Annex 2 of the Grant Agreement does not apply. Instead, the Coordinator will retain 40% (40%=€480 per eligible person month) of the other Parties' Total amount of category B.2, Management and Indirect costs. The retained category B.2, Management and Indirect costs will be used to cover centralised management costs such as the salary of the Project Manager. The estimated budget for the Project as indicated in Attachment 8 shall apply.

7.1.7 The Coordinator will report on the expenditure of the centralised category B.1 and B.2 budgets annually to the Supervisory Board. If, at the completion of the Project, there is a surplus balance of Research Training and Networking costs and Management costs (centralised category B.1 and B.2 budgets) remaining, the Coordinator shall report the total surplus amount to the Supervisory Board. Unless otherwise agreed by the Supervisory Board, the Coordinator shall reimburse the surplus to each Party on a pro-rata basis according to the contribution shown in

Attachment 8. Any surplus in these budget categories will be released to each Party after the end of the project.

7.2 Budgeting
The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties. For the avoidance of doubt all the amounts shall be in Euro. Foreign exchange rate risks shall be borne by the receiving Party.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator. Optional payments to a Partner Organisation are the exclusive task of the Party concerned.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2 Funding of implementation of units included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement and this Consortium Agreement. Implementation of units accepted by the Funding Authority will be paid to the Party concerned.

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

The Coordinator is equally entitled to withhold payments to a Party when this is agreed with the Funding Authority.

7.4 Return of excess payments; receipts

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

7.4.2 In case a Party earns any receipt that is deductible from the total funding as set out in the Consortium Plan (Attachment 8), the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt.

Section 8: Results

8.0 Application of this Section 8 to Partner Organisation

In this Section 8, other than for Section 8.3 Dissemination, Party or Parties shall be read as Beneficiary or Beneficiaries only. Other than in respect of Section 8.3, this Section 8 is of no application to any Partner Organisation.

8.0.1 Ownership of Results

Results are owned by the Party that generates them.

If researchers, such as but not limited to ESRs, are entitled to claim rights to the Results, pursuant to national laws, the Party concerned must ensure that they comply with their obligations under the Grant Agreement and the Consortium Agreement. A Party will decide alone on the protection measures to be taken for its solely owned Results.

Unless otherwise agreed in the Secondment Agreement, the Results generated by an ESR during the Secondment Period at a Partner Organisation or a Party's premises (other than those of the employing Party) will be owned by the Party that employs the ESR. The Parties involved in the Secondment may decide to negotiate a different ownership agreement.

8.1 Joint ownership
Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed in writing:
- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each 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:
(a) are given at least 45 calendar days advance notice; and
(b) receive compensation under Fair and Reasonable Conditions.

8.2 Transfer of Results

8.2.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.2.2 It may identify specific third parties to which it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1. Any addition to Attachment 3 after signature of this Agreement requires a decision of the Supervisory Board.

8.2.2.1 An Affiliated Entity is a third party. Therefore, if a Party wishes to transfer its Results to its Affiliated Entity using the waiver of right to prior notice procedure, such Affiliated Entity should be identified in Attachment 3. Where a Party has not made an entry in Attachment 3, the notice and objection procedures set out in the Grant Agreement Article 30 shall apply at the point of any intended transfer.

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

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

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

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 21 calendar days after the notification is sent. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if
(a) the protection of the objecting Party's Results or Background would be adversely affected,
(b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed, or
(c) the publication contains Confidential Information of the objecting Party.

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

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

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 appropriate action has been implemented to cancel the objection.

Authorship on scientific publications will be based on academic standards and custom. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognized standards concerning publication and authorship.

8.3.2 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.

8.3.3 Cooperation obligations

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

8.3.4 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.

8.3.5 Open Access
Each Party is responsible for the fulfilment of the requirements in the Grant Agreement regarding Open Access to all peer-reviewed scientific publications involving that Party. If two or more Parties are publishing together they shall agree how to split the costs fairly before they publish.

8.4 Exclusive licenses

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within 45 calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such 45 calendar days shall be deemed to constitute approval of the waiver by the non-responding Party.

Section 9: Access Rights
9.1 Background included

9.1.1 For the avoidance of doubt, all Background used in connection with the Project shall remain the property of the Party introducing the Background. In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that access to specific Background is subject to legal restrictions or limits.

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

9.1.2 Any Party can propose to the Supervisory Board to modify its Background in Attachment 1. A Party can add its own Background to Attachment 1 by notification to the Supervisory Board but requires Supervisory Board approval to remove Background from Attachment 1.

9.2 General Principles

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

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

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

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

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

9.2.6 All requests for Access Rights shall be made in writing, and granted in writing. The decision on whether Access Rights will be granted shall not be unreasonably delayed.
The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation
In this Section 9.4.1, Party or Parties shall be read as Beneficiary or Beneficiaries only. This Section 9.4.1 is of no application to any Partner Organisation. Partner Organisations do not generate Results.

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

Access rights to Results for internal research and academic teaching and non-commercial collaboration activities with academic collaborators shall be granted on a royalty-free basis provided that no Results shall be accessed or transferred or licensed to any third party without the owning Party's consent, such consent no to be unreasonably withheld.

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

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity 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 Affiliated Entities [listed in Attachment 4]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable Conditions and upon written bilateral agreement.

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.
Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 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 Project

9.7.1 New Parties entering the Project

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 Supervisory Board 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 to Results created prior to its departure and Background used during its performance of the Project, pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.
Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Section 10: Non-disclosure of information

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

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

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

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

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

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

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

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

10.7 If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)
Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
Attachment 4 (Identified Affiliated Entities according to Sec. 9.5)
Attachment 5 (Template for Career Development Plan)
Attachment 6 (Template for Commitment of Partner Organisation)
Attachment 7 (Template for Secondment Agreement)
Attachment 8 (Consortium Plan Budget)
Attachment 9 (Template Non-disclosure Agreement)
Attachment 10 (Transfer of Materials)

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

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.3.2.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

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

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

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

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

11.4 Assignment and amendments

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

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, which cannot be solved amicably, shall 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 dispute, controversy or claim shall be decided in accordance with the law of Belgium.

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.

11.9 No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless Section 8.2 or Attachment 3 or any other provisions of this Agreement expressly provide otherwise.

Section 12: Signatures

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

CENTRO DE NEUROCIENCIAS E BIOLOGIACELULAR ASSOCIACAO (CNC)

Signature(s)		
Name(s)	João Ramalho-Santos	Luís Pereira de Almeida
Title(s)	President	vice-President
Date		

Stamp of Organisation (if applicable)

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)

Signature(s)
Name(s) Mr Younis HERMES
Title(s) Délegué Régional
Date

Stamp of Organisation (if applicable)

ECOLE POLYTCHNIQUE FEDERALE DE LAUSANNE (EPFL)

Signature(s)		
Name(s):	Caroline Vandevyver,	Carmen Sandi (PI)
Title(s):	Head of the Research Office	Full Professor
Date		

Stamp of Organisation (if applicable)

IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE (Imperial)

Signature(s)
Name(s) Carole Meads
Title(s) Head of European Research Policy
Date

Stamp of Organisation (if applicable)

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH (UEDIN)

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

Stamp of Organisation (if applicable)

H. LUNDBECK A/S (H.LUNDBECK A/S)

Signature(s)
Name(s): Niels Plath
Title(s): Vice President
Date

Stamp of Organisation (if applicable)

Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (…) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1

As to CENTRO DE NEUROCIENCIAS E BIOLOGIACELULAR ASSOCIACAO (CNC), it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 2

As to CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of IINS-CNRS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

No data, know-how or information of IBPS-CNRS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 3

As to ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE (EPFL), it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of EPFL shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 4

As to IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE (Imperial), 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
In vivo imaging of neurons and synapses in a rodent model of autism		
A human-mouse chimeric model of Down syndrome		

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

PARTY 5

As to THE UNIVERSITY OF EDINBURGH (UEDIN), it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of UEDIN shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 6

As to H. LUNDBECK AS (H. LUNDBECK A/S), it is agreed between the parties that, to the best of their knowledge

No data, know-how or information of H. LUNDBECK A/S shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

Syn2Psy Consortium Agreement, version […, YYYY-MM-DD]

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]
Signature(s)
Name(s)
Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]
Signature(s)
Name(s)
Title(s)

Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.

For CNC:

University of Coimbra, Paço das Escolas, 3004-531 Coimbra, Portugal
[Affiliated Entity of CNC]

For ICL:

Imperial Innovations Limited; Registered N° 2060639; 52 Princes Gate, Exhibition Road, London SW7 2PG, United Kingdom; http://www.imperialinnovations.co.uk/

For CNRS:

Université de Bordeaux (IINS)

Sorbonne Université (Neurosciences Paris-Seine)

INSERM (Neurosciences Paris-Seine)

Attachment 4: Identified Affiliated Entities according to Section 9.5

For CNC:

University of Coimbra, Paço das Escolas, 3004-531 Coimbra, Portugal
[affiliated to the Center for Neuroscience and Cell Biology (CNC)]

Attachment 5: Template for Career Development Plan

Career Development Plan-Year 1
(Draft)

Name of ESR:

Department:

Name of Supervisor:

Date:

BRIEF OVERVIEW OF RESEARCH PROJECT AND MAJOR ACCOMPLISHMENTS EXPECTED (half page should be sufficient):

LONG-TERM CAREER OBJECTIVES (over 5 years):

1. Goals:.....
.....

2. What further research activity or other training is needed to attain these goals?.....
.....

SHORT-TERM OBJECTIVES (1-2 years):

1. Research results
o Anticipated publications:
.....
.....
o Anticipated conference, workshop attendance, courses, and /or seminar presentations:
.....
.....

2. Research skills and techniques:
o Training in specific new areas, or technical expertise etc:
.....
.....

3. Research management:
o Fellowship or other funding applications planned (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)

.....
.....

4. Communication skills:
.....
.....
5. Other professional training (course work, teaching activity):

.....
.....

6. Anticipated networking opportunities

.....
.....

7. Other activities (community, etc) with professional relevance:

.....
.....

Date & Signature of fellow: Date & Signature of supervisor

Career Development Plan-Final year
(Draft)

BRIEF OVERVIEW OF PROGRESS, ACHIEVEMENT AND PERFORMANCE (half page should be sufficient):

LONG-TERM CAREER OBJECTIVES (over 5 years):
If relevant, mention any adjustments to your long-term career objectives as a result of the training received.

SHORT-TERM OBJECTIVES ACHIEVED DURING THE TRAINING PERIOD:

1. Research results
o Publications (incl. in press):

o Conference, workshop attendance, courses, and /or seminar presentations:

2. Research Skills and techniques acquired:
o Training in specific new areas, or technical expertise etc:

3. Research management:
o Fellowship or other funding applications achieved (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)

4. Communication skills:

5. Other professional training (course work, teaching activity):

6. Anticipated networking opportunities

7. Other activities (community, etc) with professional relevance:

Date & Signature of fellow: Date & Signature of supervisor

Career Development Plan
Guidance on some of the competencies expected

The following points are a non-exhaustive series of aspects that could be covered by the Career Development Plan, and it is relevant to the short-term objectives that will be set by the ESR and the reviewer at the beginning of the fellowship period. These objectives should be revised at the end of the fellowship and should be used as a pro-active monitoring of progress in the ESR's career.

1. Research results.

These should give an overview of the main direct results obtained as a consequence of the research carried out during the training period. It may include publications, conference, workshop attendance, courses, and /or seminar presentations, patents etc. This will vary according to the area of research and the type of results most common to each field. The information at this level should be relatively general since the career development plan does not strictly constitute a report on the scientific results achieved.

2. Research Skills and techniques acquired.

Competence in experimental design, quantitative and qualitative methods, relevant research methodologies, data capture, statistics, analytical skills.
Original, independent and critical thinking.
Critical analysis and evaluation of one's findings and those of others
Acquisition of new expertise in areas and techniques related to the ESR's field and adequate understanding their appropriate application
Foresight and technology transfer, grasp of ethics and appreciation of Intellectual Property Rights.

3. Research management.

Ability to successfully identify and secure possible sources of funding for personal and team research as appropriate.

Project management skills relating to proposals and tenders work programming, supervision, deadlines and delivery, negotiation with funders, financial planning, and resource management.

Skills appropriate to working with others and in teams and in teambuilding.

4. Communication skills.

Personal presentation skills, poster presentations, skills in report writing and preparing academic papers and books.
To be able to defend research outcomes at seminars, conferences, etc.
Contribute to promote public understanding of one's own field

5. Other professional training (course work, teaching activity):

Involvement in teaching, supervision or mentoring

6. Anticipated networking opportunities.

Develop/maintain co-operative networks and working relationships as appropriate with supervisor/peers/colleagues within the institution and the wider research community

7. Other activities (community, etc) with professional relevance.

Issues related with career management, including transferable skills, management of own career progression, ways to develop employability, awareness of what potential employers are looking for when considering CV applications etc.

Attachment 6: Commitment of the Partner Organisation

Template for Commitment of the Partner Organisation

CENTRO DE NEUROCIENCIAS E BIOLOGIACELULAR ASSOCIACAO ("CNC") and the organisations shown in the attached schedule (hereinafter referred to as "Consortium") are participating in the Marie Skłodowska-Curie Action: Innovative Training Network entitled "*Synaptic Dysfunction in Neuropsychiatric Disorders*" with the acronym "*Syn2Psy*" (hereinafter referred to as "Project"), which is being funded by the European Union under its Horizon 2020 Programme. Hence, this agreement is between:

1. CENTRO DE NEUROCIENCIAS E BIOLOGIACELULAR ASSOCIACAO, having its registered office or based in University of Coimbra, Largo de Pombal, Coimbra 3004 517, Portugal, acting on behalf of the Syn2Psy Consortium.

And

2. [Insert official name of the Partner Organisation], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [Partner Organisation short name].

General provisions:

[Partner Organisation short name] agrees to:

1. Contribute to the Syn2Psy Project by fulfilling the tasks listed in Annex I to the Grant Agreement, Appendix B.
2. Contribute to the Syn2Psy Project by abiding decisions made by the Supervisory Board.
3. Make reasonable efforts to promptly conclude a detailed Secondment agreement with the relevant Party.

For the purpose of this agreement, confidential information includes, but is not limited to, information produced and/or acquired by the Consortium members either as part of the Project ("Results") or before the Project ("Background"). In this agreement, any information disclosed to [Partner Organisation short name] in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to [Partner Organisation short name] by any Party which has been identified as confidential at the time of disclosure, shall be collectively referred to as "Confidential Information" and the Party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the "Disclosing Party".

By signing below, [Partner Organisation short name] agrees to the following:

(a) [Partner Organisation short name] commits itself to carry out its work as per Section 4 of Appendix B – Annex I to the Grant Agreement, and hereby undertakes during the Project and for a period of 4 years after the end of the Project:

(b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

(c) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;

(d) to ensure that internal distribution of Confidential Informationt to its employees shall take place on a strict need-to-know basis for the purpose of carrying out the work as per Section 4 of Appendix B – Annex I to the Grant Agreement. Such disclosure is subject to the Partner Organisation having imposed an obligation of confidentiality and non-use on the receiving party on terms no less strict than the terms set out in this agreement; and

(e) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by it including all copies thereof and to delete all information stored in a machine readable form. The Partner Organisation 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.

In addition, [Partner Organisation short name] agrees that the above obligations of confidentiality and non-use shall not apply in the following circumstances where:

- the Confidential Information becomes publicly available by means other than a breach of the confidentiality obligations of the Partner Organization;
- the Disclosing Party subsequently informs in writing the Partner Organization that the Confidential Information is no longer confidential;
- the Partner Organisation can prove that the Confidential Information is communicated to it without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Partner Organisation can prove that the Confidential Information, at any time, was developed by the Partner Organisation completely independently of any such disclosure by the Disclosing Party; or
- the Partner Organisation can prove that the Confidential Information was already known to it prior to disclosure or
- the Partner Organisation is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, in which case the Partner Organisation shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

In accordance with Sec 4.1 of the Consortium Agreement, Appendix A, this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it.

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

Name of [Partner Organisation short name] Authorised signatory

_____

(Block Capitals)

Signed

_____ Date _____

(by [Partner Organisation short name] Authorised signatory)

At the time of the signature, [Partner Organisation short name] nominates the following employees as its representatives.

Name of representative(s)

_____
(Block Capitals)

Normal Work Address of representative(s)

_____
(Block Capitals)

Signed

_____ Date _____
(representative(s))

Name of authorised member of [COORDINATING INSTITUTION'S short name] Staff acting on behalf of the Consortium

_____

Signed

_____ Date _____

Project Beneficiaries:

Institution's Name	Organisation short name	Country
CENTRO DE NEUROCIENCIAS E BIOLOGIACELULAR ASSOCIACAO	CNC	PORTUGAL
CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE	CNRS	FRANCE
ECOLE POLYTECHNIQUE DE LAUSANNE	EPFL	SWITZERLAND
IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE	Imperial	UK
THE UNIVERSITY OF EDINBURGH	UEDIN	UK
H. LUNDBECK A/S	H.LUNDBECK AS	DENMARK

Project Partner Organizations (non-Beneficiaries):

Partner organisation's Name	Organisation Short Name	Country
Carl Zeiss Microscopy GmbH	ZEISS	Germany

Eurotrials – scientific consultants	Eurotrials	Portugal
Coimbra University Hospital	CHUC	Portugal
Portuguese Institution for Child Development	PIN	Portugal
Marionet	Marionet	Portugal
ESR Representative	ESR	/

Appendix A – Consortium Agreement (CONFIDENTIAL)
Appendix B – Annex I to the Grant Agreement (CONFIDENTIAL)

Attachment 7: Template Secondment Agreement

Template for Syn2Psy Secondment Agreement

Note: Each Syn2Psy Beneficiary and Partner Organisation is responsible for ensuring their compliance with the provisions of the Grant Agreement and Consortium Agreement, as well as for the protection of their own (and other partners') Results and Background. This template provides a possible basic structure of an agreement your organisation may wish to conclude with a Partner Organisation which intends to host a seconded ESR, however it cannot foresee all possible situations and IPR issues that may be relevant to your situation. As such, this document is provided without any express or implied warranty as to its suitability. If you have any specific concerns please refer to the Syn2Psy Grant Agreement, the Consortium Agreement or contact the Coordinator for advice. The Partner Organisation may also wish to supplement this agreement with a separate bilateral agreement with the ESR.

This agreement is made between:

[YOUR INSTITUTION NAME] (hereinafter indicated as [YOUR INSTITUTION short name] or Seconding Entity) established in [YOUR INSTITUTION LEGAL ADDRESS] and

[HOSTING ENTITY or PARTNER ORGANISATION NAME], hereinafter indicated as [YOUR INSTITUTION short name] or Host Entity established in [SECONDING ENTITY'S LEGAL ADDRESS]

Definitions:

Early stage researcher (ESR): is a researcher in the first four years (full-time equivalent) of their research activity, including the period of research training.

Secondment: means a period during which a ESR is hosted by a entity (Host Entity) other than his/her employing institution (Seconding Entity).

Secondment Plan: The detailed plan of activities to be carried by the ESR in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan (Attachment 5 to the Consortium Agreement)

The Seconding Entity agrees to the placement of [INSERT NAME OF EARLY STAGE ESR} (the '*ESR*') with *INSERT HOSTING PARTY or PARTNER ORGANISATION* short name as a seconded *ESR* within the framework of the '[ACRONYM]' Marie Skłodowska-Curie Action: Innovative Training Network Grant Agreement [INSERT NUMBER], [INSERT FULL PROJECT TITLE], [INSERT PROJECT ACRONYM], for 100% full time equivalent on the following conditions:

1. Effective Date: *INSERT START DATE*

2. Period of agreement: *INSERT END DATE*

3. Services

During the period of the secondment the *ESR* will undertake the role of XXX and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Host Entity in *INSERT NAME OF PLACE* and the *ESR* will reside in that country.

The Host Entity will provide the facilities necessary for the ESR to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

4. Fees

OPTION: The Host Entity will not require the payment of any fees by the *ESR*.

5. Finance arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.
In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the *ESR*.
The *ESR* will not receive any other incomes than those received from the *[YOUR INSTITUTION SHORT NAME]* for the activities carried out in the framework of this agreement.

6. Terms and Conditions

The ESR shall at all times remain subject to the terms and conditions under his/her contract with the Seconding Entity The *ESR* will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to its appointment of the *ESR*. Any current pension arrangements of the *ESR* will remain unchanged.

This Agreement shall be governed by Host Entity country's law and the ESR's and Host Entity consent to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement.

The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The secondment is subject to the *ESR* being and remaining eligible to be appointed in the seconding country and is subject to the *ESR* obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country's immigration rules.

While the Host Entity is supporting this placement, the *ESR* shall be under the day-to-day control of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.

The ESR must devote him/herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.

The Host Entity agrees to provide the ESR with xxx days leave per annum, pro rata to the full time entitlement of *INSERT NUMBER* days annual leave per annum as per the *beneficiary's* terms of conditions of employment. In addition the ESR will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.

The Host Entity will ensure that the ESR enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will provide health, safety and accident insurance coverage or equivalent for the ESR as required by law.

The *beneficiary* shall not be liable to the Host Entity in respect of any loss or damage suffered by the Partner organisation arising out of or relating to the Services provided under this Agreement

or in respect of any failure to provide the Services or arising out of or relating to the termination of the *ESR's* appointment at the Host Entity prior to the expiry date.

The Host Entity shall indemnify the *beneficiary* against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the *beneficiary* in settling, contesting or dealing for the same) resulting from any breach by the Host Entity of its obligations under this Agreement.
The *beneficiary* shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Host Entity*'s* failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the *ESR* and other persons who may also be affected. The *beneficiary* shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the *ESR*'s failure to fully meet his/her responsibilities under the relevant national laws and/or regulations applying to the *beneficiary*.

7. Intellectual Property

Note: If you wish to provide access rights to [ACRONYM] Results or your organisation's Background to the Partner organisation within the context of this agreement, you must amend the statements in the first two articles below. The Results or Background must be solely owned by your organisation in order for you to grant access or ownership, and by granting access or ownership to the Partner organisation you must ensure that the access rights of the other [ACRONYM] beneficiaries are maintained.

The default statements below mean that any Result generated by the ESR remains the property of the beneficiary, but this could be changed to:
1) Giving ownership to the Partner organisation
2) Sharing ownership between both organisations
3) Giving licensing rights to the Partner organisation
4) Giving part ownership to the ESR (if this is your normal practice)
You may wish to enter into a separate, specific ownership/joint ownership agreement concerning particular intellectual property, or include details of the arrangements in the Secondment Plan. In any case, the Grant Agreement and Consortium Agreement must be respected – please ask the coordinator for advice if necessary.

Any results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be the property of the *beneficiary*.

Nothing in this agreement shall be so construed or interpreted in any way as to confer ownership or any access rights on the Host Entity with regards to the results and information generated under the [ACRONYM] Project or the information, copyrights, data, documents, materials or intellectual property rights owned by the other participants in the [ACRONYM] Project.

The *ESR* has the same rights and will comply with the same obligations as the Seconding Entity with regards to the [ACRONYM] Grant Agreement Article 36.

In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the *ESR* within the context of this agreement, the Host Entity will enter into a separate Non Disclosure Agreement (NDA) with the *ESR.* In the case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the *ESR*, this NDA will include specific provisions to ensure that the confidential information remains protected.

In the case that the *ESR* enjoys access rights to results and information generated within the [ACRONYM] Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the *ESR* will ensure that the rights of the respective owner(s) are upheld in accordance with the [ACRONYM] Grant Agreement and the [ACRONYM] Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the *ESR* will treat all such information, results, copyrights, data, documents, materials or IPR as 'confidential information' in accordance with the terms of the [ACRONYM] Grant Agreement Article 36.

The *ESR* shall inform the *beneficiary* and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.

The *ESR* shall inform the *beneficiary* as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the [ACRONYM] Grant Agreement or the [ACRONYM] Consortium Agreement.

8. Additional Remarks

Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the [ACRONYM] Grant Agreement.

Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the *ESR* at the Seconding Entity.

The period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see 'Termination' below) but shall be specifically reviewed in *INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT*.

Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the *beneficiary* and Host Entity prior to initiation or amendment.

9. Termination

This Agreement shall be terminated if the *ESR*'s appointment by the *beneficiary* is terminated for whatever reason.

Either the *beneficiary* or the Host Entity may terminate this agreement before the end of the period with three month's notice in writing to the other party.

At the end of the Agreement the scientist in charge will resume the full duties of the post of the ESR for the *INSERT NAME OF DEPARTMENT* at the Seconding Entity.

10. Signatures

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the ESR.

Signed……. Date: Stamp:
NAME
JOB TITLE

For and on behalf of the INSERT NAME AND ADDRESS OF SECONDING ENTITY

Signed…….. Date: Stamp:
NAME
JOB TITLE
For and on behalf of the INSERT NAME AND ADDRESS OF HOST ENTITY

Read and agreed:

Signed…… Date:
NAME
ESR

Attachment 8: Consortium Plan Budget and Coordination costs

Indicative European Union Contribution per Party
All below costs are in Euro:

Table 8.1 Budget calculation and distribution per Beneficiary

Participant Number	Organisation Short Name	Country	IOEI	No of researchers	Number of person.months	Researcher Unit Cost			Institutional Unit Cost		TOTAL
						Living Allowance	Mobility Allowance	Family Allowance	Research, training and networking costs	Management and overheads	
1	CNC	PT	no	3	108	297360,72	64800	27000	194400	129600	713160,72
2	CNRS	FR	no	4	144	544808,16	86400	36000	259200	172800	1099208,16
3	EPFL	CH	no	2	72	285353,28	43200	18000	129600	86400	562553,28
4	Imperial	UK	no	2	72	329145,12	43200	18000	129600	86400	606345,12
5	UEDIN	UK	no	2	72	329145,12	43200	18000	129600	86400	606345,12
6	H. LUNDBECK AS	DK	no	1	36	158922	21600	9000	64800	43200	297522
				14	504	1944734,4	302400	126000	907200	604800	3885134,4

Where A.1 = Living Allowace; A.2= Mobility Allowance; A.3= Family Allowance; B.1 = Research, training and networking costs; B.2 = Management and overheads costs

Budgets for A.1, A.2 and A.3 (as defined above) remain unchanged.

The budget for Research, Training and Networking costs and the budget for Management and Overheads have been redistributed as per Articles 7.1.5 and 7.1.6 of this Consortium Agreement.

After redistribution, the budget for Research, Training and Newtorking costs and Management and Overheads costs, per partner, are as follows:

- Table 8.2 Budget redistribution amount for Research, Training and Networking Costs and Management and Overheads Costs

Party's name	Party's Budget Research, Training and Networking Costs (retention 20%)	Party's Budget Management and Overheads Costs (retention 40 %)
CNC	336,960 €	319,960 €
CNRS	207,360 €	103,680 €
EPFL	103,680 €	51,840 €
Imperial	103,680 €	51,840 €
UEDIN	103,680 €	51,840 €
H.LUNDBECK AS	51,840 €	25,920 €

-

- For the avoidance of doubt, the Parties hereby agree that, if necessary, their contribution indicated in the table above can be reviewed subject to a decision of the Supervisory Board.

- When transferring the contribution received by the Funding Authority to the Parties, the Coordinator will transfer the appropriate amount for each Party, corresponding to the % of their redistributed budget (as per tables 8.1 and 8.2), as reimbursed by the EC.

The allocated Management Budget to be retained at the Coordinator will total 241,920 €. This budget will be used to cover the salary of the Project Manager, the project meetings, construction of the project website and other small management costs.

The Research, Training and Networking budget will be retained at the Coordinator for communal consortium costs, and will total 181,440€. This budget will be used to reimburse Parties for costs incurred for network-wide events.

Unless otherwise agreed with the Coordinator, the maximum amount of funds which will be reimbursed for a network-wide event will be 12,000€ (including, but not restricted to, costs for venue hire, event materials, catering, travel costs for speakers).

Attachment 9: Template Non-disclosure Agreement

-

NON-DISCLOSURE AGREEMENT

Note: Each Syn2Psy Beneficiary and Partner Organisation is responsible for ensuring their compliance with the provisions of the Grant Agreement and Consortium Agreement, as well as for the protection of their own (and other partners') Results and Background. This template provides a possible basic structure of a non-disclosure agreement, however it cannot foresee all possible situations and IPR issues that may be relevant to your situation. As such, this document is provided without any express or implied warranty as to its suitability. If you have any specific concerns please refer to the Syn2Psy Grant Agreement, the Consortium Agreement or contact the Coordinator for advice.

THIS AGREEMENT [*the Agreement*] is entered into on this [*insert number of day*] day of [*insert Month and year*] by and between:

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

WHEREAS:
The Discloser and Recipient hereto desire to participate in discussions regarding the project "Syn2Psy: Synaptic Dysfunction in Neuropsychiatric Disorders" (GA-813986-Syn2Psy) for the purpose of ensuring the best delivery of the Syn2Psy project.
The Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

1. Confidential Information

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

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

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

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

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

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

(i) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;

(ii) was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);

(iii) is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;

(iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);

(iv) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

2. Purpose of the Disclosure of Confidential Information

The Discloser and Recipient will enter on discussions for the purpose of ensuring the best delivery of the Syn2Psy project. The Recipient will act as an [role of the Recipient] to the the project and thus will be involved in project meetings and events where sensitive information will be discussed freely.

3. Undertakings of the Recipient

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

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

observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

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

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

3.5 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, but in no case less than reasonable care.

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

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

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

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

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

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

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third party rights,

accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

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

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

4. Miscellaneous

4.1 Duration and Termination

This Agreement shall remain in effect starting from the date of its signature to no less than 4 years from the end of the Project. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.2 Applicable Law and Jurisdiction
This Agreement shall be construed and interpreted by the laws of [choose the applicable law]. The court of [choose the jurisdiction to settle disputes] shall have jurisdiction.

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

FOR [insert name of participant or potential or current partner]

[insert name of representative]
[insert title]

Done at [place] on [date]

Attachment 10: General provisions template for Transfer of Materials – in accordance with Section 4.1

1. It is envisaged that from time to time over the term of this Consortium Agreement, that material may be transferred between Parties (the Sending Party/ies and Receiving Party/ies) and/or a third party or third parties named in Attachment 3 (Authorised Third Party), for the purpose of undertaking the research in accordance with the Grant Agreement. The material shall only be used for the purpose of the Project and only for as long as is necessary for that purpose.

2. Unless otherwise agreed by the Parties involved, the Receiving Party shall not be entitled to transfer the material to any third party (including another Party) without the Sending Party's prior written consent.

3. The Materials are supplied without warranty as to their properties, merchantable quality or fitness for any particular purposes and without any other warranty whatsoever, expressed or implied. In particular, no Sending Party represents or warrants that the use of material will not infringe or violate any patent or proprietary rights of third parties.

4. Each Party is responsible for ensuring they comply with this Consortium Agreement and all applicable rules, laws or regulations.