

Consortium Agreement



POLARIN

Version 4 – 15th March 2024

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1.1, November 2022)

Record of Changes

1st version	
1.2 Definitions	<p>The following definitions were added:</p> <p>“End-Users”</p> <p>International group of researchers of one or more researchers to whom access to a research infrastructure is given under POLARIN.</p> <p>“End-User Agreement”</p> <p>Agreement between End-Users and the hosting Party providing transnational access to their research infrastructure, stipulating the terms and conditions of the End-User group carrying out research at the respective research infrastructure.</p> <p>“Hosting Party”</p> <p>Refers to the Party hosting a group of end-users at their research infrastructure.</p>
5.5 Export Control	DESCA clause was added
6. Governance Structure	<p>Governance Structure for Large Projects was chosen</p> <p>The term ‘Executive Board’ was replaced by ‘Steering Board to match the wording of Annex 1 of the Grant Agreement</p> <p>6.5 External Expert Advisory Board – DESCA clause was added</p>
7.2 Payments	<p>7.2.2 was modified to fit infrastructure projects and the special needs of budget related to granting transnational access:</p> <p>Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties after receipt of payments from the Granting Authority in separate instalments as agreed below:</p> <p>1st instalment - Each Party will be paid their share of the payment according to the Consortium Plan except for the budget related to the granting of transnational access if any, i.e. budget allocated to implementing transnational access (End-User projects): unit cost and/or actual cost of the installation, as well as travel and other direct cost related to the implementation of transnational access.</p> <p>2nd instalment - Each Party will be paid their share of the payment according to the Consortium Plan related to the granting of transnational access, i.e. unit cost and/or actual cost of the installation, as well as travel and other direct</p>

	cost related to granting transnational access under the condition of the successful implementation of transnational access. The payment will be made to the party once their installation(s) have been officially granted an End-User project and the Party has agreed to implement the End-User project by signing the End-User Agreement.
8.2 Joint Ownership of results	DESCA Option 1 was chosen
9.4 Access Rights for Exploitation	Access Rights to results – DESCA Option 1 was chosen
9.6 Additional Access Rights	DESCA Option 1 was chosen
11.8 Settlement of disputes	DESCA Option 1.2 was chosen
Attachment 5	Draft NDA was added to the Consortium Agreement as Attachment 5
2nd Version 16.10.2023	
List of partners	Updated and corrected
4.2 Breach	Remedy of Breach 45 calendar days instead of 30
5.2 Limitations of contractual liability	... 'except in case of breach of confidentiality' was deleted.
6.3.1 Specific operational procedures for the Consortium Bodies	6.3.1.2 Decisions to be taken by the General Assembly Breach, defaulting party status and litigation ... 'Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 7.1.4)' was deleted
6.3.2 Steering Board	6.3.2 Minutes of meetings Minutes of Steering Board meetings, once accepted in conformity with article 6.2.5 2, shall be sent by the Coordinator to the General Assembly Members for information. 'in conformity with article 6.2.5.2' was added

7.1.4 Excess Payments	<p>The last sentence of this paragraph:</p> <p><i>'The General Assembly decides on any legal actions to be taken against the breaching Party according to Section 6.3.1.2.'</i></p> <p>Was deleted, as legal actions should not be decided by members of the General Assembly but rather by the legal authorities of the partner in concern.</p>
8. Results	<p>Paragraph 8.1 was included</p> <p><i>8.1 Ownership of Background</i></p> <p><i>Each of the Parties retain full ownership or right of disposal on any data, know-how or information defined as its Background in Attachment 1. Background is Confidential Information within the meaning of Article 10.1 of this Consortium Agreement.</i></p> <p>8.2 Ownership of Results – the following sentence was added</p> <p><i>Where results are generated by more than one Party, the Parties shall have joint ownership pursuant to Article 8.3 of this Consortium Agreement.</i></p>
8.5.2 Dissemination of Results	<p>Prior notice of planned publication was reduced from 45 days to 30 days:</p> <p><i>Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication.</i></p>
9.5 Access Rights for entities under the same control	<p>'... In return fulfil all confidentiality obligations ... ' - the word 'Confidentiality' was crossed-out</p> <p><i>Entities under the same control which obtain Access Rights in return fulfil all obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.</i></p>
10.4 -Non-disclosure of information	<p>The wording 'it is proven that' was added:</p> <ul style="list-style-type: none"> - <i>it is proven that the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;</i> - <i>It is proven that the Confidential Information was already known to the Recipient prior to disclosure, or...</i>

11.3 -Formal and written notices	<p>The wording 'with acknowledgement of receipt' was added:</p> <p><i>Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt</i></p>
11.8 -Settlement of disputes	<p>The former DESCA Option 1.2 of draft 1 was replaced by DESCA option 3:</p> <p><i>The Parties shall endeavour to settle their disputes amicably.</i></p> <p><i>All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.</i></p>
12 -Signatures	<p>The sentence 'simple electronic signatures shall be deemed sufficient' was included:</p> <p>AS WITNESS:</p> <p>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. <i>Simple electronic signatures shall be deemed sufficient.</i></p>
3 rd Version – 16.01.2024	
List of partners	<p>Updated and corrected – the same was done for the signature pages</p> <p>The following partners have been removed. They will join the Consortium Agreement, once the validation with the EU services has been finished and they acceded the Grant Agreement:</p> <p>No. 19 FLPO</p> <p>No. 20 INACH</p> <p>No. 35 SAVN</p> <p>The partner numbers have been adapted accordingly.</p>
5.2 Limitations of contractual liability	'... except in case of breach of confidentiality' will be kept.
6.2.2.8 <i>Decisions without a meeting</i>	<p>Decisions have to be agreed on a 2/3 majority as defined in 6.2.3.4 – part b) has been changed accordingly:</p> <p>.... the decision is agreed according to the voting rules defined in 6.2.3.4.</p>

8.1 Ownership of Background	<p>The following was added for clarification on confidentiality of background:</p> <p>Background is Confidential Information provided that such Background has been explicitly marked as confidential, or when disclosed orally such Background has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as Confidential Information by the Disclosing Party. The Article 10 of this Consortium Agreement shall be applied to the Background that has been defined as Confidential Information.</p>
8.3 Joint Ownership	<p>The following was added:</p> <p>The other joint owner(s) can object to such exploitation within 20 calendar days after receipt of the written notice thereof if their legitimate interests in relations to the Results would be significantly harmed.</p>
8.6 Exclusive Licenses	<p>8.6 Exclusive Licenses was added:</p> <p>Where a Party wishes to grant an exclusive license to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 16 (cf. Annex 5 “Transfer and licensing of results”), the other Parties shall respond to the requesting Party within 45 calendar days of the request.</p>

<p>Attachment 1 Background included</p>	<p>Was generally updated with the input from partner.</p> <p>For all partners, who did not make a choice between option 1 and 2, option 2 was chosen by default.</p>
<p>4th Version – 15.03.2024</p>	
<p>5.2 Limitations of Contractual Liability</p>	<p>Paragraph was changed to:</p> <p>A Party's liability (except for UKRI) shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or gross negligence or to the extent that such limitation is not permitted by law.</p> <p>UKRI's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or to the extent that such limitation is not permitted by law. UKRI's liability shall however be limited to 300% of UKRI's share of the total cost if such damage was caused by gross negligence.</p>
<p>7.1.4 Excess Payments</p>	<p>'... after approval of the General Assembly ...' was added</p> <p>Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, after approval of the General Assembly, until recovery from the breaching Party is possible</p>

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1st March 2024 (Project start date), hereinafter referred to as the Effective Date

BETWEEN:

ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FUER POLAR- UND MEERESFORSCHUNG hereinafter referred to as **AWI**, whose registered office is at AM HANDELSHAFEN 12, 27570 BREMERHAVEN, GERMANY,
the Coordinator

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INTERNATIONAL NETWORK FOR TERRESTRIAL RESEARCH AND MONITORING hereinafter referred to as **INPA**, whose registered office is at LIMHAMNSVAGEN 108, 216 13, LIMHAMN, SWEDEN

LUNDS UNIVERSITET hereinafter referred to as **ULUND**, whose registered office is at PARADISGATAN 5c, 22100, LUND, SWEDEN

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AARHUS UNIVERSITET hereinafter referred to as **AU**, whose registered office is at NORDRE RINGGADE 1, 8000, AARHUS C, DENMARK

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS), a public, scientific and technological establishment having its registered office at 3 rue Michel Ange 75794 Paris Cedex 16, represented by its Chairman and CEO Antoine PETIT who has delegated signing authority for this Agreement to the Regional Delegate of the Paris Michel-Ange Delegation, Mrs Isabelle LONGIN.

KOBENHAVNS UNIVERSITET hereinafter referred to as **UCPH**, whose registered office is at NORREGADE 10, 1165, KOBENHAVN, DENMARK

EUROPEAN POLAR BOARD hereinafter referred to as **EPB**, whose registered office is at LAAN VAN NIEUW OOST- INDIE 300, 2593 CE, DEN HAAG, NETHERLANDS

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UNIVERSITETET I TROMSOE - NORGES ARKTISKE UNIVERSITET hereinafter referred to as **UiT**, whose registered office is at HANSINE HANSENS VEG 14, 9019, TROMSO, NORWAY

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS hereinafter referred to as **CSIC**, whose registered office is at CALLE SERRANO 117, 28006, MADRID, SPAIN

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STIFTELSEN NILU hereinafter referred to as **NILU**, whose registered office is at INSTITUTTVEIEN 18, 2027, KJELLER, NORWAY

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GRONLANDS NATURINSTITUT hereinafter referred to as **GINR**, whose registered office is at KIVIOQ 2, 3900, NUUK, GREENLAND

MINISTERIO DE CIENCIA E INNOVACION hereinafter referred to as **MCIN**, whose registered office is at PASEO DE LA CASTELLANA 162, 28046, MADRID, SPAIN

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SUDURNES SCIENCE AND LEARNING CENTER hereinafter referred to as **SSLC**, whose registered office is at GARDVEGI 1, 245, SANDGERDI, ICELAND

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STOCKHOLMS UNIVERSITET hereinafter referred to as **SU**, whose registered office is at UNIVERSITETSVAGEN 10, 10691, STOCKHOLM, SWEDEN

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FONDATION TARA hereinafter referred to as **TARA**, whose registered office is at 8 RUE DE PRAGUE, 75012, PARIS, FRANCE

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

relating to the Action entitled

POLARIN: POLAR RESEARCH INFRASTRUCTURE NETWORK

in short

POLARIN

hereinafter referred to as "Project"

WHEREAS:

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

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

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Consortium Body"

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

"Consortium Plan"

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

"Granting Authority"

means the body awarding the grant for the Project.

“Defaulting Party”

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

“Needed”

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Software”

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

“End-Users”

International group of researchers of one or more researchers to whom access to a research infrastructure is given under POLARIN.

“End-User Agreement”

Agreement between End-Users and the hosting Party providing transnational access to their research infrastructure, stipulating the terms and conditions of the End-User group carrying out research at the respective research infrastructure.

“Hosting Party”

Refers to the Party hosting a group of end-users at their research infrastructure.

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

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

If

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

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

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

In the event that the General Assembly 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 General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 45 calendar days from the date of receipt of the written notice by the Party.

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

4.3 Involvement of third parties

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

4.4 Specific responsibilities regarding data protection

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

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

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

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

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

UKRI's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or to the extent that such limitation is not permitted by law. UKRI's liability shall however be limited to 300% of UKRI's share of the total cost if such damage was caused by gross negligence.

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 General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

5.5 Export control

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

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

6 Governance structure

6.1 General structure

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

- The General Assembly as the ultimate decision-making body of the consortium
- The Steering Board as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any Member:

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

and shall participate in a cooperative manner in the meetings.

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
General Assembly	At least once a year	At any time upon request of the Steering Board or 1/3 of the Members of the General Assembly
Steering Board	At least quarterly	At any time upon request of any Member of the Steering Board

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Steering 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 an agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Steering 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 notice to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Steering Board	2 calendar days

6.2.2.5

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

6.2.2.6

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

6.2.2.7

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

6.2.2.8

Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed according to the voting rules defined in 6.2.3.4.

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

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

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

6.2.3 Voting rules and quorum

6.2.3.1

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

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

6.2.3.2

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

6.2.3.3

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

6.2.3.4

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

6.2.4 Veto rights

6.2.4.1

A 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.

6.2.4.2

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

6.2.4.3

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

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

6.2.4.4

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

6.2.4.5

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

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

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

6.2.5.2

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

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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 General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2

Each General Assembly 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.

6.3.1.1.3

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4

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

6.3.1.2 Decisions

The General Assembly 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 Steering Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

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

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party

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

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto

Appointments

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

- Steering Board Members
- External Expert Advisory Board Members

6.3.2 Steering Board

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

6.3.2.1 Members

The Steering Board shall consist of the Coordinator and the Work Package leaders, and will be appointed by the General Assembly.

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

6.3.2.2 Minutes of meetings

Minutes of Steering Board meetings, once accepted in conformity with article 6.2.5 2, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Steering Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.3.2.3.2

The Steering Board shall seek a consensus among the Parties.

6.3.2.3.3

The Steering Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4

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

6.3.2.3.5

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

6.3.2.3.6

The Steering Board shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

6.3.2.3.7

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

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

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

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

6.4.3

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

6.4.4

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

6.4.5

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

6.5 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) will be appointed and steered by the General Assembly. The EEAB shall assist and facilitate the decisions made by the General Assembly.

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

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

By way of exception to Section 6.4.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the EEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EEAB. The NDA for the EEAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

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

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Granting Authority, and

- the provisions of payment in Section 7.2.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Excess payments

A Party has received excess payment

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

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

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

7.1.5 Revenue

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

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

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

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

7.2 Payments

7.2.1 Payments to Parties are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

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

7.2.2

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

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties after receipt of payments from the Granting Authority in separate instalments as agreed below:

1 st installment	Each Party will be paid their share of the payment according to the Consortium Plan except for the budget related to the granting of transnational access if any, i.e. budget allocated to implementing transnational access (End-User projects): unit cost and/or actual cost of the installation, as well as travel and other direct cost related to the implementation of transnational access.
2 nd installment	Each Party will be paid their share of the payment according to the Consortium Plan related to the granting of transnational access, i.e. unit cost and/or actual cost of the installation, as well as travel and other direct cost related to granting transnational access under the condition of the successful implementation of transnational access. The payment will be made to the party once their installation(s) have been officially granted an End-User project and the Party has agreed to implement the End-User project by signing the End-User Agreement.

This payment schedule shall be valid for the pre-financing as well as all other interim payments.

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

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

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

8 Results

8.1 Ownership of Background

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

Background is Confidential Information provided that such Background has been explicitly marked as confidential, or when disclosed orally such Background has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as Confidential Information by the Disclosing Party. The Article 10 of this Consortium Agreement shall be applied to the Background that has been defined as Confidential Information.

8.2 Ownership of Results

Results are owned by the Party that generates them. Where results are generated by more than one Party, the Parties shall have joint ownership pursuant to Article 8.3 of this Consortium Agreement.

8.3 Joint ownership

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

Unless otherwise agreed:

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

The other joint owner(s) can object to such exploitation within 20 calendar days after receipt of the written notice thereof if their legitimate interests in relations to the Results would be significantly harmed.

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

8.4 Transfer of Results

8.4.1

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

8.4.2

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

8.4.3

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

8.4.4

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

8.4.5

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

8.5 Dissemination

8.5.1

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

8.5.2 Dissemination of own (including jointly owned) Results

8.5.2.1

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

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

8.5.2.2

An objection is justified if

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

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

8.5.2.3

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

8.5.2.4

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

8.5.3 Dissemination of another Party's unpublished Results or Background

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

8.5.4 Cooperation obligations

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

8.5.5 Use of names, logos or trademarks

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

8.6 Exclusive Licenses

Where a Party wishes to grant an exclusive license to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 16 (cf. Annex 5 "Transfer and licensing of results"), the other Parties shall respond to the requesting Party within 45 calendar days of the request.

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9 Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

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

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

9.4.2

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

9.4.3

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

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control" if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Non-disclosure of information

10.1

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

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

10.3

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

10.4

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

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

10.5

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

10.6

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

10.7

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

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6)

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

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

Written notice:

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed Section 6.3.1.2 (LP) 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.

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

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. Simple electronic signatures shall be deemed sufficient.

1 - ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FÜR POLAR UND MEERES-FORSCHUNG - AWI, Am Handelshafen 12, 27570 Bremerhaven, Germany; the Coordinator


Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)



Name(s)

Prof. Antje Boethius



Dr. Karsten Wurr

Title(s)

Director

Administrative Director

Date

2 - OULUN YLIOPISTO – UOULU, Pentti Kaiteran katu 1, 90570, Oulu, Finland

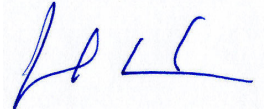
Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)		
Name(s)	Jouko Niinimäki	Essi Kiuru
Title(s)	Rector	Administrative Director
Date	21.3.2024	

3 - INTERNATIONAL NETWORK FOR TERRESTRIAL RESEARCH AND MONITORING – INPA,
Limhamnsvagen 108, 216 13, Limhamn, Sweden

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)



Name(s) Margareta Johansson

Title(s) Chair of INPA Board

Date 18 March 2024

4 - LUNDS UNIVERSITET - ULUND, Paradisgatan 5c, 22100, Lund, Sweden

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.



Signature(s)

Name(s)

CATRIN MALMSTRÖM⁴

Title(s)

Head of faculty office

Date

18th March 2024



LUND UNIVERSITY
Faculty of Science
Catrin Malmström
Head of Faculty Office

5 - CONSIGLIO NAZIONALE DELLE RICERCHE - CNR, Piazzale Aldo Moro 7, 00185, Roma, Italy

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)

Name(s) **Prof. Carlo Barbante**

Title(s) **Director of the CNR-
Institute of Polar Sciences**

Date **03/04/2024**



6 - ISTITUTO NAZIONALE DI OCEANOGRAFIA E DI GEOFISICA SPERIMENTALE - OGS, Borgo Grotta Gigante 42/C, 34010, Sgonico-Trieste, Italy

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 

Name(s) NICOLA CASAGLI

Title(s) PRESIDENT

Date 15/3/2024

7 - INKODE SOCIETA COOPERATIVA - INKODE, via Dello Smistamento 7, 40127, Bologna, Italy

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)

Name(s)
Giorgio Resci

INKODE soc. coop.
Via dello smistamento, 7
40127 Bologna
P.Iva 03662091200

Title(s)
Legal Representative - Chairman of Directors Board

Date
18/03/2024

8 - AARHUS UNIVERSITET - AU, Nordre Ringgade 1, 8000, Aarhus C, Denmark

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 

Name(s) Anette Poulsen Miltoft

Title(s) Head of Technology Transfer Office

Date 27.03.2024

9 - CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS - CNRS, Rue Michel Ange 3,
75794, Paris, France

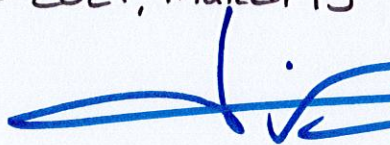
Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)

Name(s) : Mme Isabelle Longin


Title(s) : Déléguée Régionale de la Délégation Paris-Normandie

Date 2024, March 19th



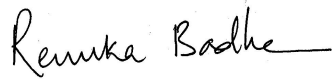
10 - KOBENHAVNS UNIVERSITET- UCPH, Norregade 10, 1165, Kobenhavn, Denmark

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 
Name(s) Poul Petersen
Title(s) Senior Executive Officer
Date 18/3 - 2024

11 - EUROPEAN POLAR BOARD - EPB, Laan van Nieuw-Oost Indie 300, 2593 CE, Den Haag, Netherlands

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.



Signature(s)

Name(s) Renuka Badhe

Title(s) Dr

Date 21 March 2024

12 - ETT SPA - ETT, Via Sestri 37 1 2, 16154, Genova, Italy

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)




Name(s) GIOVANNI VERRESCHI

Title(s) CEO

Date 27/03/2024

13 - UNIVERSITETET I TROMSOE - NORGES ARKTISKE UNIVERSITET - UiT, Hansine Hansens
Veg 14, 9019, Tromsø, Norway

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 

Name(s) Valentina B Vollan

Title(s) Faculty director

Date 20.03.2024

14 - AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS - CSIC,
calle Serrano 117, 28006, Madrid, Spain

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) MORENO
FUENTES
FRANCISCO
JAVIER - DNI
46540531P

Firmado digitalmente
por MORENO FUENTES
FRANCISCO JAVIER -
DNI 46540531P
Fecha: 2024.03.18
12:13:47 +01'00'

Name(s) Francisco Javier Moreno Fuentes.

Title(s) Vice-president for International Affairs. By Delegation from the President (Resolution published on the Spanish Official Journal dated 18/12/2023)

Date

A blue circular official seal of the Consejo Superior de Investigaciones Científicas (CSIC) is visible. The seal contains the text 'CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS' around the perimeter and 'CSIC' in the center. A blue ink signature is written over the seal.

15 - SIOS SVALBARD AS - SIOS, Vei 231, 9170, Longyearbyen, Norway

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)



Name(s) HEIKKI LIIHVAJANGEN

Title(s) DIRECTOR

Date 15.3.2024

16 - Stiftelsen NILU - NILU, Instituttveien 18, 2027, Kjeller, Norway

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)  
Eva Beate Andresen
Financial Director

Name(s) Eva Beate Andresen

Title(s) Financial Director

Date 15.03.24

17 - NATIONAL ANTARCTIC SCIENTIFIC CENTER - NASC, Tarasa Shevchenko Blvd 16, 01601, Kyiv, Ukraine

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)

Name(s)

Title(s)

Date



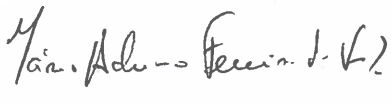
Director

20.03.2024



18 - INSTITUTO DE GEOGRAFIA E ORDENAMENTO DO TERRITORIO DA UNIVERSIDADE DE LISBOA - IGOT UL, Edificio igot rua branca edmee marques, 1600 276, Lisboa, Portugal

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 

Name(s) Mário Adriano Ferreira do Vale

Title(s) President of IGOT

Date 18/03/2024

19 - HELMHOLTZ ZENTRUM POTSDAM DEUTSCHESGEOFORSCHUNGSZENTRUM GFZ - GFZ,
Telegrafenberg 17, 14473, Potsdam, Germany

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Executive Board

Potsdam, 20/03/2024



Prof. Dr. Susanne Buitter

Scientific Executive Director



Dr. Stefan Schwartze

Administrative Executive Director

20 - DANMARKS TEKNISKE UNIVERSITET - DTU, Anker Engelunds Vej 101, 2800, Kongens Lyngby, Denmark

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 
Name(s) Lene Lindebjerg
Title(s) Head of Administration, DTU Aqua
Date 19/3 2024

21 - INSTITUT POLAIRE FRANCAIS PAUL-EMILE-VICTOR GIP - IPEV, Technopole brest iroise zi de la pointe du diable, 29280, Plouzane, France

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s)



Name(s) Yan Ropert-Coudert

Title(s) Directeur de l'Institut Polaire Français

Date 16 March 2024

22 - COMPAGNIE DU PONANT - PONANT, 408, Avenue du Prado, 13008, Marseille, France

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.



Signature(s)

Name(s) Patrick AUGIER

Title(s) General Secretary

Date 21/03/2024

**23 - HAFRANNSOKNASTOFNUN, RANNSOKNA - OG RADGJAFARSTOFNUN HAFS OG VATNA
-MFRI, Fornubúðum 5, 220, Hafnarfjörður, Iceland**

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signatures LEAR and the research manager

Name(s) *Hlin Siquurbjörnsdóttir*

Title(s) *LEAR*

Date *18.03.2024*


Christophe Pampoulie
Research Director

18.03.2024

[Signature]
 **HAFRANNSOKNASTOFNUN**
Rannsókná- og ráðgjafarstofnun hafs og vatna
Fornubúðir 5, 220 Hafnarfjörður

24 - GRONLANDS NATURINSTITUT - GINR, Kivioq 2, 3900, Nuuk, Greenland

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 
Name(s) Josephine Nymand
Title(s) Director
Date March 20, 2024

25 - MINISTERIO DE CIENCIA E INNOVACION - MCIN, Paseo de la Castellana 162, 28046, Madrid, Spain

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

A handwritten signature in blue ink, appearing to be 'Eva Ortega Paíno', written in a cursive style.

Signature(s)


Name(s) Eva Ortega Paíno

Title(s) General Secretary for Research

Date 3rd April 2024

26 - POLARFORSKNINGSSEKRETARIATET- SPRS, c/o Lulea Tekniska Universitet, 971 87, Lulea, Sweden

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 
Name(s) *Katarina Gärdfeldt*
Title(s) *Director*
Date *24.03.15*

27 - SUDURNES SCIENCE AND LEARNING CENTER - SSLC, Gardvegi 1, 245, Sandgerdi, Iceland

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) *Hanna Maria Kristjansdottir*


Name(s) *Hanna Maria Kristjansdottir*

Title(s) *Station manager*

Date *18.03.2024*

28 - DANMARKS METEOROLOGISKE INSTITUT - DMI, Lyngbyvej 100, 2100, Kobenhavn, Denmark

Represented by their authorised representative(s), hereby consents to become a party to the POLARIN Consortium Agreement and accepts in accordance with the provisions of the aforementioned Consortium Agreement all the rights and obligations of a party and a beneficiary.

Signature(s) 
Name(s) Adrian Lema
Title(s) Director, NCKF
Date 3/4 - 2024

Attachment 1: Background included

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

PARTY 1 - ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FÜR POLAR UND MEERES-FORSCHUNG - AWI

As to AWI, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 2 - OULUN YLIPISTO - UOULU

As to UOULU, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 3 - INTERNATIONAL NETWORK FOR TERRESTRIAL RESEARCH AND MONITORING - INPA

As to INPA, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

INTERACCESS portal	Use of the platform functionality will require credentials	No exploitation permitted
INTERACT GIS	Use of the platform is free	No exploitation permitted
INTERACT data portal	Use of the platform is free	No exploitation permitted

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

PARTY 4 - LUNDS UNIVERSITET - ULUND

As to ULUND, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 5 - CONSIGLIO NAZIONALE DELLE RICERCHE - CNR

As to CNR, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 6 - ISTITUTO NAZIONALE DI OCEANOGRAFIA E DI GEOFISICA SPERIMENTALE - OGS

As to OGS, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 7 - INKODE SOCIETA COOPERATIVA - INKODE

As to INKODE, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 8 - AARHUS UNIVERSITET - AU

As to AU, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Analytical tool to assess geographical representativeness of sampling points under current and future climate scenarios using Earth System Data Models.	Access granted for implementation of the Action. Access not granted for publication of the Background.	Access solely granted for exploitation upon the AU’s publication of the Background. Access not granted for publication of the Background.

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

PARTY 9 - CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE - CNRS

As to CNRS, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 10 - KOBENHAVNS UNIVERSITET - UCPH

As to UCPH, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 11 - EUROPEAN POLAR BOARD - EPB

As to EPB, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 12 - ETT SPA - ETT

As to ETT, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

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

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

PARTY 13 - UNIVERSITETET I TROMSOE - NORGES ARKTISKE UNIVERSITET - UiT

As to UiT, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 14 - AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS - CSIC

As to CSIC, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 15 - SIOS SVALBARD AS - SIOS

As to SIOS, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 16 – Stiftelsen NILU - NILU

As to NILU, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 17 - NATIONAL ANTARCTIC SCIENTIFIC CENTER - NASC

As to NASC, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 18 - INSTITUTO DE GEOGRAFIA E ORDENAMENTO DO TERRITORIO DA UNIVERSIDADE DE LISBOA - IGOT UL

As to IGOT UL, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of IGOT UL is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or

Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

PARTY 19 - HELMHOLTZ ZENTRUM POTSDAM DEUTSCHESGEOFORSCHUNGSZENTRUM - GFZ

As to GFZ, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 20 - DANMARKS TEKNISKE UNIVERSITET - DTU

As to DTU, it is agreed between the Parties that, to the best of their knowledge

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

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

PARTY 21 - INSTITUT POLAIRE FRANCAIS PAUL-EMILE-VICTOR GIP - IPEV

As to IPEV, it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 22 - COMPAGNIE DU PONANT - PONANT

As to PONANT it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 23 - HAFRANNSOKNASTOFNUN, RANNSOKNA - OG RADGJAFARSTOFNUN HAFS OG VATNA – HAFRANNSÓKNASTOFNUN - MFRI

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

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

PARTY 24 - GRONLANDS NATURINSTITUT - GINR

As to GINR it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 25 - MINISTERIO DE CIENCIA E INNOVACION - MICN

As to MICN it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 26 – POLARFORSKNINGSSEKRETARIATET- SPRS

As to SPRS it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 27 - SUDURNES SCIENCE AND LEARNING CENTER - SSLC

As to SSLC it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 28 - DANMARKS METEOROLOGISKE INSTITUT - DMI

As to DMI it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 29 - UNIVERSITE LAVAL - ULAVAL

As to ULAVAL it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 30 - TURUN YLIOPISTO – UNIVERSITY OF TURKU - UTU

As to UTU it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Weather station data		

Research center of Kevo data		
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 31 - NORSK POLARINSTITUTT - NPI

As to NPI it is agreed between the Parties that, to the best of their knowledge

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

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

PARTY 32 - UNIVERSITAET GRAZ – UGRAZ

As to UGRAZ it is agreed between the Parties that, to the best of their knowledge,

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

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PARTY 33 - RANNSOKNARSTODIN RIF - RIF FIELD STATION - RIF

As to RIF it is agreed between the Parties that, to the best of their knowledge

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

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

PARTY 34 - STOCKHOLMS UNIVERSITET - SU

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

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

PARTY 35 - UNIWERSYTET IM. ADAMA MICKIEWICZA W POZNANIU - AMU

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As to AMU it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 36 - AURORA COLLEGE - ARI

As to ARI it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 37 - INSTYTUT GEOFIZYKI POLSKIEJ AKADEMII NAUK - IGF PAS

As to IGF PAS it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 38 - UNIWERSYTET MIKOLAJA KOPERNIKA W TORUNIU - UNIWERSYTET MIKOLAJA KOPERNIKA - UMK

As to UMK it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 39 - UNIVERSITY OF ALASKA

As to UAF it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of UAF is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-

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

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

PARTY 40 - MARINE INSTITUTE - MI

As to MI it is agreed between the Parties that, to the best of their knowledge

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

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

PARTY 41 - UNITED KINGDOM RESEARCH AND INNOVATION - UKRI

As to UKRI it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 42 - HELSINGIN YLIOPISTO - UH

As to UH it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 43 - ILMATIETEEN LAITOS - FMI

As to FMI it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of FMI is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 44 - BULGARSKI ANTARKTICHESKI INSTITUT ASSOCIATION - BAI

As to BAI it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 45 - UIC SCIENCE LLC - UIC SCIENCE - UICS

As to UICS it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 46 - CAFF SKRIFSTOFAN A ISLANDI - CAFF INTERNATIONAL SECRETARIAT - CAFF

As to CAFF it is agreed between the Parties that, to the best of their knowledge,

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

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

PARTY 47 - FONDATION TARA OCEAN - TARA

As to TARA it is agreed between the Parties that, to the best of their knowledge,

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.

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

Attachment 5: NDA for External Expert Advisory Board agreed under Section 6

This Agreement is made the ____ day of _____ 20__

Between:

I. _____

_____ ; and

Alfred-Wegener-Institut Helmholtz-Zentrum für Polar- und Meeresforschung at Am Handelshafen 12, 27570 Bremerhaven, acting on behalf of itself and on behalf of the Parties of the action entitled **POLARIN: POLAR RESEARCH INFRASTRUCTURE NETWORK**, Grant Agreement Number 101130949,

hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**" and each a "**Recipient**" to the extent it receives Confidential Information or "**Disclosing Party**" to the extent it discloses Confidential Information.

Recitals:

- A. Parties consider to co-operate on the EU Horizon Europe Action **POLARIN**, 'Polar Research Infrastructure Network' ("the Purpose").
- B. To that end, the Parties intend to disclose to each other Confidential Information (as defined hereinafter).
- C. To safeguard the Confidential Information, the Parties enter into this Agreement.

It is hereby agreed as follows:

1. Confidential Information

- 1.1. "Confidential Information" means any information disclosed by a Party ("the Disclosing Party") to another Party ("the Recipient") during the term of this Agreement and in connection with the Purpose of this Agreement including, without limitation, documents, prototypes, samples, equipment, business and technical information (incl. Know How and related Intellectual Property Rights), licensing practices and fees, information about employee wages, research and development information, customer information and future business plans.
 - 1.1.1. "Intellectual Property Rights" means copyrights, database rights, patents, trademarks, trade names, designs, and all other similar proprietary rights which exist in any part of the world together with (a) all applications and rights to apply therefore and (b) all renewals, extensions and revivals thereof.

- 1.1.2. "Know How" means all data, information and techniques of any kind whatsoever that are exchanged by the Parties under the Agreement, including:
 - a. the operation of any process;
 - b. the design or development of any process;
 - c. any production technique or the provision of any service;
 - d. research and development.
- 1.2. "Confidential Information" does not include information:
 - a. which is proven to have been known to the Recipient prior to the time of its receipt pursuant to this Agreement;
 - b. that was already within the public domain at the date of disclosure hereunder, or subsequently has come in the public domain other than through the act or omission of the Recipient or of any third party to which such Recipient disclosed such Confidential Information;
 - c. that the Recipient obtains from third parties without any obligation of confidentiality provided that, to the reasonable knowledge of Recipient, such disclosure was not in breach of any confidentiality obligation owed by such third party to Disclosing Party;
 - d. that has been independently developed by the Recipient;
 - e. that the Recipient is required to disclose in order to comply with applicable laws or regulations or with a court or administrative order.
- 1.3. Written or otherwise documented information received from another Party shall be considered as confidential if its confidentiality is clearly indicated through marking. Spoken information shall be considered confidential if the Party supplying the information identified the information as confidential prior to oral disclosure and in addition reduced to writing (with an explicit marking as confidential) promptly, but in no event later than fifteen (15) business days after the disclosure.

2. Ownership of Confidential Information

- 2.1. The Confidential Information disclosure to the Recipient does not grant to the latter any intellectual property right, title, ownership, interest, license right, or any other right nor the legitimacy to apply for any kind of intellectual property protection based on said Confidential Information (in whole or in part).
- 2.2. The Disclosing Party does not warrant under this Agreement the protection of any element of the Confidential Information, namely under industrial property rights or copyright.
- 2.3. The Disclosing Party makes no representation or warranty, whether express or implied, as to the accuracy, sufficiency or completeness of any Confidential Information nor as to the absence of any infringement of any proprietary rights of third parties.
- 2.4. The Recipient acknowledges and accepts that this Agreement does not limit or prevent the Disclosing Party's right to change or update the Confidential Information without any kind of prior notice.

- 2.5. Said modifications or updates do not cause any kind of liability to the Disclosing Party. Additionally, the same modifications or updates do not determine the development, announcement, launch, delivery or financing of any kind of products, processes, methods or business plans based in the Confidential Information.

3. Permitted Use and Disclosure

- 3.1. The Recipient shall:
- a. use Confidential Information solely for the Purpose;
 - b. hold Confidential Information in confidence, using at least the same degree of care as it uses to safeguard its own information of a highly confidential nature, but in no case less than reasonable care;
 - c. not use any Confidential Information in order to obtain any commercial advantage over the Disclosing Party or its affiliates;
 - d. not disclose or distribute Confidential Information to any person other than its employees having a need to know and after having informed these employees of the confidential nature of the information.
- 3.2. The Recipient may, after having received written approval from the Disclosing Party, disclose any part of the Confidential Information to affiliated company's managers, staff, employees, external advisors or representatives, or other human resources strictly involved in the performance of the Purpose if and to the extent that it is necessary for the Purpose provided that they are under strict confidentiality obligations. The Recipient warrants that the persons thus involved shall maintain confidentiality and shall only use the Confidential Information in accordance with the terms and conditions of this Agreement. In the event of such disclosure, the Recipient shall notify the Disclosing Party promptly when, to which third parties and what Confidential Information has been disclosed.
- 3.3. If the Recipient is legally compelled to disclose any Confidential Information by any court or by any governmental or regulatory authority, the Recipient shall – to the extent it is lawfully able to do so – immediately and before disclosing such Confidential Information, notify the Disclosing Party in writing of that fact and of all relevant surrounding circumstances.
- 3.4. Nothing in this Agreement shall be construed to limit each Party's right to independently develop information, materials, technology, or other products or services for itself or others which may compete with the other Parties, provided no unauthorized disclosures or use of the other Parties' Confidential Information have been made by the Recipient during the term of the confidentiality obligation hereby accepted.

4. Return of Confidential Information

- 4.1. At the written request of the Disclosing Party (which has to be made until the expiration or early termination of the Agreement), the Recipient shall promptly return to the Disclosing Party all Confidential Information furnished to it, as well as all copies thereof, and certify in writing to the Disclosing Party that it has returned/destroyed all Confidential Information to the extent practically possible.

- 4.2. The obligations in sub-clause 4.1 do not apply to (i) computer files or data that were copied or stored in the process of a standard data back-up, (ii) information and documentation which must be stored according to requirements of law or professional standards. Each Party may also retain one (1) copy of such Confidential Information in its confidential files, solely for record purposes as a means of determining any continuing obligations under this Agreement.

5. Term

- 5.1. This Agreement shall come into force on the date of the last signature (the "Effective Date") and shall thereafter be valid until 28th February 2029. The obligation of confidentiality hereunder shall continue to be valid for a period of 5 years after the end of the term of this Agreement.

6. Liability

A Party's total aggregate liability towards the other Parties collectively shall be limited to EURO 100.000,00 (one hundred thousand) provided such damage or loss was not caused by a wilful misconduct or gross negligence.

7. Language and notices

- 7.1. This Agreement is drawn up in English, which language shall govern all documents, notices, and meetings.
- 7.2. All notices under the Agreement must be in English and in writing, and: (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by email with confirmation of receipt requested. The notices shall be sent to the addresses shown on page 1 of this Agreement (or any other address as the Recipient may notify to the other Parties for such purpose).

8. Miscellaneous

- 8.1. The Parties acknowledge that monetary damages may not be a sufficient remedy in the event of an actual or threatened breach of this Agreement on the part of the Recipient, and that the Disclosing Party shall be entitled, without waving any other rights, to seek injunctive or other equitable relief.
- 8.2. No party is entitled to assign or transfer all or part of the rights and/or obligations it holds under this Agreement to any third party.
- 8.3. This Agreement, when executed, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior written agreements, oral discussions, or understandings between them with respect to the Purpose.
- 8.4. The Parties may agree unanimously, at any time, partial amendments or the complete revocation of this Agreement, to be made in written form, as long as the confidentiality obligation accepted by the Recipients is not voided. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 8.5. If part of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound to the remaining part. In that event, the relevant Parties shall replace the invalid or non-binding part with provisions that are valid and binding and that have the effect of being,

to the greatest extent possible, similar to the invalid or non-binding part, given the contents and purpose of this Agreement.

8.6. This Agreement shall be governed by and construed in accordance with the laws of Belgium.

8.7. The parties shall endeavour to settle their disputes amicably.

All disputes arising between the parties in connection with this Agreement shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

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

IN WITNESS WHEREOF, agreed upon and signed in two counterparts by:

By: **Alfred-Wegener-Institut Helmholtz-Zentrum für Polar- und Meeresforschung**

Name:

Title:

Date:

By:

Name:

Title:

Date: