

CONSORTIUM AGREEMENT

Related to H2020 SANDA

**SUPPLYING ACCURATE NUCLEAR DATA FOR ENERGY
AND NON-ENERGY APPLICATIONS**

EU project 847552

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on **2019-09-01**, hereinafter referred to as the Effective Date

BETWEEN:

1. CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICAS, hereinafter referred to as CIEMAT, whose registered office is at Avenida Complutense 40, 28040 Madrid, Spain, the Coordinator,
2. MAGYAR TUDOMANYOS AKADEMIA ATOMMAGKUTATO INTEZETE, hereinafter referred to as ATOMKI, whose registered office is at Bem Ter 18/C, H4026 Debrecen, Hungary,
3. COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES, hereinafter referred to as CEA, whose registered office is at Rue Leblanc 25, 75015 Paris 15, France,
4. EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, hereinafter referred to as CERN, an Intergovernmental Organization having its seat in Geneva, Switzerland and whose address is Route de Meyrin CERN, 1211 Geneva 23, Switzerland,
5. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS, hereinafter referred to as CNRS, whose registered office is at Rue Michel Ange 3, 75794 Paris, France; acting on its behalf and for the following entities:
 - Grenoble INP
 - Université de Bordeaux
 - Université Caen Normandie
 - IMT Atlantique
 - Université de Nantes
6. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS M.P., hereinafter referred to as CSIC, whose registered office is at Calle Serrano 117, 28006 Madrid, Spain,
7. CENTRUM VYZKUMU REZ S.R.O., hereinafter referred to as CVREZ, whose registered office is at Husinec-Rez 130, 250 68 Husinec-Rez, Czech Republic,
8. AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE, hereinafter referred to as ENEA, whose registered office is at Lungotevere Grande Ammiraglio Tha, 000196 Roma, Italy,
9. HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV, hereinafter referred to as HZDR, whose registered office is at Bautzner Landstrasse 400, 01328 Dresden, Germany,
10. INSTITUTUL NATIONAL DE CERCETARE -DEZVOLTARE PENTRU FIZICA SI INGINERIE NUCLEARA "HORIA HULUBEI", hereinafter referred to as IFIN-HH, whose registered office is at 30 Reactorului Street, Magurele, Ilfov County, Romania, 077125,
11. INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE, hereinafter referred to as IRSN, whose registered office is at Av de la Division Leclerc 31, 92260 Fontenay aux Roses, France, Ref. IRSN LS 21080

12. ASSOCIACAO DO INSTITUTO SUPERIOR TECNICO PARA A INVESTIGACAO E DESENVOLVIMENTO, hereinafter referred to as IST-ID, whose registered office is at Avenida Rovisco Pais 1, 1049 001 Lisboa, Portugal,
13. JRC -JOINT RESEARCH CENTRE- EUROPEAN COMMISSION, hereinafter referred to as JRC, whose registered office is at Rue de la Loi 200, 1049 Brussels, Belgium,
14. INSTITUT JOZEF STEFAN, hereinafter referred to as JSI, whose registered office is at Jamova 39, 1000 Ljubljana, Slovenia,
15. JYVASKYLAN YLIOPISTO, hereinafter referred to as JYU, whose registered office is at Seminaarinkatu 15, 40100 Jyvaskyla, Finland,
16. KARLSRUHER INSTITUT FUER TECHNOLOGIE, hereinafter referred to as KIT, whose registered office is at Kaiserstrasse 12, 76131 Karlsruhe, Germany,
17. USTAV JADERNE FYZIKY AV CR, hereinafter referred to as NPI, whose registered office is at Husinec - Řež 130, 25068 Rez – Praha, Czech Republic,
18. NPL MANAGEMENT LIMITED, hereinafter referred to as NPL, whose registered office is at Hampton Road Teddington, TW11 0LW Middlesex, United Kingdom,
19. NUCLEAR RESEARCH AND CONSULTANCY GROUP, hereinafter referred to as NRG, whose registered office is at Westerduinweg 3, 1755 LE Petten, Netherlands,
20. NATIONAL TECHNICAL UNIVERSITY OF ATHENS, hereinafter referred to as NTUA, whose registered office is at Heron Polytechniou 9 Zographou C, 15780 Athina, Greece,
21. PAUL SCHERRER INSTITUT, hereinafter referred to as PSI, whose registered office is at Forschungstrasse 111, 5232 Villigen PSI, Switzerland,
22. PHYSIKALISCH-TECHNISCHE BUNDESANSTALT, hereinafter referred to as PTB, whose registered office is at Bundesallee 100, 38116 Braunschweig, Germany,
23. The Studiecentrum voor Kernenergie/Centre d'Etude de l'Energie Nucléaire [also known as the Belgian Nuclear Research Centre], Foundation of Public Utility, SCK•CEN, with its Registered Office in Belgium, Avenue Hermann-Debroux 40, BE-1160 BRUSSELS and its Operational Office also in Belgium, Boeretang 200, BE-2400 MOL, with enterprise number 0406.568.867 and VAT number BE406.568.867, represented by Professor Eric van Walle, Director-General, and Professor Derrick P. Gosselin, Chairman of the Board of Governors,
24. SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI, hereinafter referred to as SOFIA, whose registered office is at Bul Tzar Osvoboditel 15, 1504 Sofia, Bulgaria,
25. TECHNISCHE UNIVERSITAET WIEN, hereinafter referred to as TU_Wien, whose registered office is at Karlsplatz 13, 1040 Wien, Austria,
26. UNIVERSITATEA DIN BUCURESTI, hereinafter referred to as UB, whose registered office is at Mihail Kogalniceanu Street 36-46 Sect, 050107 Bucuresti, Romania,
27. UNIWERSYTET LODZKI, hereinafter referred to as ULODZ, whose registered office is at UL Prezydenta Gabriela Narutowicza, 90 136 Lodz, Poland,
28. JOHANNES GUTENBERG-UNIVERSITAT MAINZ, hereinafter referred to as UMAINZ, whose registered office is at Saarstrasse 21, 55099 Mainz, Germany,
29. THE UNIVERSITY OF MANCHESTER, hereinafter referred to as UMANCH, whose registered office is at Oxford Road, M13 9PL Manchester, United Kingdom,
30. PANEPISTIMIO IOANNINON, hereinafter referred to as UOI, whose registered office is at Panepistemiopole Penepistemio Ioan, 45110 Ioannina, Greece,
31. UNIVERSITAT POLITECNICA DE CATALUNYA, hereinafter referred to as UPC, whose registered office is at Carrer Jordi Girona 31, 08034 Barcelona, Spain,
32. UNIVERSIDAD POLITECNICA DE MADRID, hereinafter referred to as UPM, whose registered office is at Calle Ramiro de Maeztu 7 Edificio REC, 28040 Madrid, Spain,

33. UNIVERSIDAD DE SANTIAGO DE COMPOSTELA, hereinafter referred to as USC, whose registered office is at Colexio de San Xerome Praza do Obra, 15782 Santiago de Compostela, Spain,
34. UNIVERSIDAD DE SEVILLA, hereinafter referred to as USE, whose registered office is at Calle S. Fernando 4, 41004 Sevilla, Spain,
35. UPPSALA UNIVERSITET, hereinafter referred to as UU, whose registered office is at Von Kraemers Alle 4, 751 05 Uppsala, Sweden,

hereinafter, jointly or individually, referred to as "Parties" or "Party" relating to the Action entitled **SUPPLYING ACCURATE NUCLEAR DATA FOR ENERGY AND NON-ENERGY APPLICATIONS**, in short **SANDA**, hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Section: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein, and where not defined herein they shall have the meaning defined in the Grant Agreement including its Annexes, and if not defined there, then as defined in the Rules for Participation.

1.2 Additional Definitions

"Consortium Body"

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

"Consortium Plan"

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

"Fair and Reasonable conditions"

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

"Funding Authority"

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

"Defaulting Party"

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

"Needed"

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

"Intellectual Property"

comprises patents, copyright and related rights, trade marks, know how, trade secrets, industrial designs, designs, drawings, reports, methods of research and developments, documented data, and description of inventions and discoveries; Intellectual Property does not include the copyright to publications made under this Consortium Agreement.

"Software"

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

2 Section: 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 and sets out other rights and obligations of the Parties supplementing but not conflicting with those of the Grant Agreement (considering for the avoidance of doubt that the latter prevails).

3 Section: Entry into force, duration and termination

3.1 Entry into force

A legal 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.

A legal entity may accede to the Consortium Agreement upon signature of the accession document (Attachment 2) countersigned by the Coordinator, provided it has been previously approved by the Governing Board as set out in 6.3.1.2. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

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

- the Grant Agreement is not signed by the Funding Authority or a Party, or
- 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

This provision and the provisions relating to Results, 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 Consortium incurred prior to the date of termination, unless otherwise agreed between the Governing Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Section: 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.

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks if the Party is not hindered by national law.

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

4.2 Breach

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

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

4.3 Involvement of third parties

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

5 Section: Liability

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party (and/or its Affiliated Entities) 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, and all information and materials shall be supplied "as is".

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights, except in the case that such Party has knowingly granted Access Rights to proprietary rights of a third party without having acquired the corresponding applicable right of use from said third party.

5.2 Limitations of liability towards each other

5.2.1 Subject to Section 5.2.2, 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 provided such damage was not caused by a willful act or gross negligence.

5.2.2 Notwithstanding the foregoing, no Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

5.5 Injury to the personnel of a Party

Each Party is responsible for the insurance coverage of its own employees in accordance with applicable national legal requirements for occupational injuries and diseases. As a consequence, each Party must fulfil the required formalities and sustain all the costs, if any, involved in the insurance policies underwritten to cover its own employees against these risks. As an exception for International Organizations, CERN shall be responsible for the insurance coverage of its own employees in accordance with applicable legal requirements.

Each Party dispatching employees to another Party to work jointly on issues covered by this Consortium Agreement on the premises or under supervision or in installations of the receiving Party will be informed immediately on any incident or injury occurring to the dispatched employees. Information provided to the dispatching Party has to enable the dispatching Party to proceed to the formalities required by law within the prescribed time.

In order to respect the employee's right to data protection, the Consortium Partner must ask the employee to consent to the disclosure of personal data if there is no other legal basis for it. If the employee refuses consent, personal data must not be transmitted. Information on incidents must be anonymized accordingly.

As an exception for International Organizations, CERN shall promptly inform another Party of any accident or injury to that other Party's personnel having occurred within its premises or installations and under its supervision with a view to permitting the other Party to proceed with any formalities required by law.

6 Section: Governance structure

6.1 General structure

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

- Governing Board as the ultimate decision-making body of the Consortium;
- Executive Committee as the supervisory body for the execution of the Project which shall report to and be accountable to the Governing Board;
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Funding Authority, which 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 a member of a Consortium Body (hereinafter referred to as "Member"):

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

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

	Ordinary meeting	Extraordinary meeting
Governing Board	At least once a year	At any time upon written request of the Executive Committee or 1/3 of the Members of the Governing Board
Executive Committee	At least once every 6 months	At any time upon written request of any Member of the Executive Committee

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
Governing Board	45 calendar days	15 calendar days
Executive Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

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

Governing Board	21 calendar days for ordinary meeting, 10 calendar days for an extraordinary meeting
Executive Committee	7 calendar days for ordinary and extraordinary meetings

6.2.2.4 Adding agenda items

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

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

Governing Board	14 calendar days for ordinary meeting, 7 calendar days for an extraordinary meeting
Executive Committee	2 calendar days for ordinary and extraordinary meetings

6.2.2.5

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

6.2.2.6

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

6.2.2.7

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

6.2.2.8

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses. The chairperson shall send a notice of the outcome of the vote within 14 calendar days after the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. If an objection was sent the topic will be discussed in the next meeting. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1

Each Consortium Body shall not deliberate and decide validly unless 50 % 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 Governing Board has declared according to Section 4.2 to be a Defaulting Party may not exercise any vote in any further Consortium Body decision-making following the declaration of a default.

6.2.3.4

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

6.2.4 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

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

6.2.4.4

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

6.2.4.5

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

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

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

6.2.5.2

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

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Governing Board

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

6.3.1.1 Members

6.3.1.1.1

The Governing Board shall consist of one representative of each Party (hereinafter Governing Board Member).

6.3.1.1.2

Each Governing Board Member, or its proxy or substitute, 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.

Any decision that implies an amendment to the Consortium Agreement requires the signature of the Parties' legal representatives.

6.3.1.1.3

A chairperson will be elected during the kick-off meeting with the following responsibilities:

- Calling for meetings and setting the agenda for meetings of the Governing Board following the requests of the Coordinator;

- Chairing the meetings of the Governing Board. In case of absence of the chairperson, the Governing Board will appoint an acting chairperson.

The Coordinator shall not stand for election as the chairperson of the Governing Board.

6.3.1.1.4

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

6.3.1.2 *Decisions*

The Governing Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Executive Committee shall also be considered and decided upon by the Governing Board.

The following decisions shall be taken by the Governing Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included) including deletion of Background items
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Evolution of the consortium

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

Appointments

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

- Executive Committee Members

6.3.2 Executive Committee

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

6.3.2.1 Members

The Executive Committee shall consist of the Coordinator and the Work Package leaders.

The Coordinator shall chair all meetings of the Executive Committee, unless decided otherwise by a majority of two-thirds of those present and represented (provided that the quorum established in Section 6.2.3.1 is satisfied).

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

6.3.2.3.1

The Executive Committee shall prepare the meetings, propose decisions and prepare the agenda of the Governing Board according to Section 6.3.1.2.

6.3.2.3.2

The Executive Committee shall seek a consensus among the Parties.

6.3.2.3.3

The Executive Committee shall be responsible for the proper execution and implementation of the decisions of the Governing Board.

6.3.2.3.4

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

6.3.2.3.5

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

6.3.2.3.6

The Executive Committee shall:

- support the Coordinator in preparing meetings with the Funding 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 Funding Authority in respect of the procedures of the Grant Agreement Article 29.

6.3.2.3.7

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

6.3.2.3.8

The Executive Committee may invite international experts to its meetings, in particular from IAEA (International Atomic Energy Agency), JEFF (Joint Evaluated Fission and Fusion Nuclear Data Library) and NEA Nuclear Energy Agency). They will only participate in an advisory function without voting rights.

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims or other justified reasons (e.g. audits).

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

6.4.3

If the Coordinator fails in its coordination tasks, the Governing Board may propose to the Funding 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.

7 Section: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding 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 Funding 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 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. However, adjustments in accordance with Art. 4.2 Grant Agreement shall be possible. Such adjustments constitute a change in the Consortium Plan, therefore, they are subject to decisions by the Governing Board.

7.1.4 Return of excess payments; receipts

7.1.4.1

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

7.1.4.2

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

case the relevant receipt is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

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

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

7.2 Budgeting

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

7.3 Payments

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

In particular, the Coordinator shall:

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

7.3.2

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

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

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body 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. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

The Coordinator is entitled to withhold payments to a Party when the Governing Board after voting, estimates by a majority of two-thirds, that there is risk of becoming defaulting party.

8 Section: Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

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

In case of joint ownership of Results, the joint owners ("Joint Owner") shall negotiate in good faith a joint owner agreement ("Joint Owner Agreement") in which the Joint Owners shall agree on all measures relating to protection of the Results, filing and prosecution of patent applications (when applicable), sharing of expenses related to patent filing and prosecution, exploitation of Results and sharing of revenues obtained through such exploitation.

In the absence of the Joint Ownership Agreement, or pending its conclusions, and unless otherwise agreed:

- each of the Joint Owners shall be entitled to use their jointly owned Results for non-commercial research and development activities, educational activities and for public service mission on a royalty-free basis, and without requiring the prior consent of the other Joint Owner(s). For the needs of this Agreement, public mission service shall also cover the performance of assessments on behalf of third parties, such as national/foreign authorities or operator without any right to transfer the results to such third parties, and
- each of the Joint Owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other Joint Owner(s):
 - (a) Are given at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable conditions are applied; and
 - (c) No patent or patent procedures are affected.

The Joint Owners shall agree on all protection measures and the division of related costs in advance. In case CERN is a Joint Owner, all use or Exploitation of such jointly owned Results under this Section 8.2 shall always be for non-military purposes only.

8.3 Transfer of Results

8.3.1

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

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.3.3

The transferring Party shall, however, as soon as legally or contractually authorized and at the latest at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the Governing Board.

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.2 Dissemination of own Results

8.4.2.1

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

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

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

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

8.4.2.3

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

8.5

The objecting Party can request a publication delay of not more than 45 calendar days from the time it raises such an objection. After 45 calendar days the publication is permitted.

For the avoidance of doubt, the publication is permitted subject to provisions of Section 8.5.1. "Dissemination of another Party's unpublished Results or Background" and Section 10 "Non-disclosure of information".

8.5.1 Dissemination of another Party's unpublished Results or Background

A Party/Linked Third Party shall not include in any dissemination activity another Party/Linked Third Party's Results or Background without obtaining the owning Party/Linked Third Party's prior written approval, unless they are already published or it merely relates to developments made under an open source license.

The mere absence of an objection according to previous Section of this Consortium Agreement is not considered as an approval.

8.5.2 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.

8.5.3 Use of names, logos or trademarks

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

9 Section: Access Rights

9.1 Background included

Unless stated otherwise in the Project, the Parties agree to the general principle that methods, procedures, techniques, models, equipment, datasets etc. which are developed or improved upon during the performance of the Project, will be considered as Background of the Party that introduced the underlying Background to the Project subject to the following conditions are cumulatively met:

- I. the development and/or improvement is done solely by the Party that owns the respective Background, and
- II. the development and/or improvement is not severable from such Background and
- III. provided that the development and/or improvement is not an expected outcome of the Project or under a relevant Work Package and,
- IV. is not innovative as such.

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

9.2 General Principles

9.2.1

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

9.2.2

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise. The Parties agree that certain Parties may not carry Exploitation activities out directly due to their legal status and accordingly may need to sublicense the Access Right in order to carry out an Exploitation activity. Such a Party requesting Access Rights shall confirm the requirement for a right to sublicense, which the Party granting Access Rights shall not unreasonably refuse.

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 unless otherwise agreed in writing by all Parties.

9.2.5

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

In addition, all Access Rights to Results and Background granted by CERN shall always be for non-military purposes only.

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, and/or of its Affiliated Entities and/or Linked Third Parties, 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, subject to a separate written agreement between the parties concerned.

Access rights to Results for non-commercial internal research and development activities, teaching and public service mission, shall be granted on a royalty-free basis.

9.4.2

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

9.4.3

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4, if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

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

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the 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.

Any new Party must fill in Attachment 1 regarding Background – to be decided by the Governing Board together with the decision of the accession.

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 Governing Board to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights 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.

For the sake of clarification, 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 Section: Non-disclosure of information

10.1

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

10.2

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

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

10.3

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

10.4

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

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

10.5

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

10.6

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

10.7

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

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

11 Section: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified Affiliated Entities)

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

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

11.5 Mandatory law

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

11.6 Language

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

11.7 Applicable law

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

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

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably. In the event of any dispute, if the concerned Parties are unable to reach an agreement within 30 calendar days after the commencement of the dispute, such Parties will refer the matter to their higher management (executive level: CEO, President, Rector Magnificus or similar) who will negotiate in good faith in an effort to resolve the dispute, controversy or claim within 45 calendar days after the referral.

In the event that the step above is unsuccessful, any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments of this Consortium Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall, upon the filing of a Requested for Arbitration by any Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The award of the arbitration will be final and binding upon the Parties. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

However, should any Party (e.g. a Public Body) show that certain provisions of its national law prevents it from submitting the relevant dispute to arbitration, then the concerned Parties will submit the dispute to the Courts of Brussels.

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

Any disputes involving CERN must — if they cannot be settled amicably — be referred to arbitration. Each party must formally notify to the other party its intention of resorting to arbitration and the identity of the arbitrator. The Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of entry into force of the Agreement will apply. The appointing authority will be the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either party. The arbitration proceedings shall take place in Brussels and the language used in the arbitral proceedings shall be English. The arbitral award will be binding on all parties and will not be subject to appeal.

11.9 Personal Data

In the event of personal data processing, within the framework of this agreement, the Parties undertake to fulfill their obligations in accordance with the respective applicable legal frameworks, that for all partners except CERN includes, especially, the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable since 25 May 2018.

11.10 Export control

In case export control license is required for exchange of any information in the frame of this Consortium Agreement no information shall be transferred or used before the appropriate export control license had been issued by the competent national authority.

All Parties are obliged to execute their obligations under this Agreement in accordance with all the applicable laws and regulations, including on export control. When Parties shall provide items (goods , software or technology), then the Parties shall where necessary take care of the timely and complete submission of the export license application. The other Parties shall provide all information that is reasonably relevant for the license submission in a timely manner, including information regarding any possible intention to re-export to other countries. If and when one or more export licenses are not obtained or not obtained in a timely manner, without this being attributable to the exporting Party, then the consequences thereof are not attributable to the exporting Party and neither shall such lead to any entitlement to compensation for damages.

11.11 Transfer of materials

In the case of transfer of materials between certain Parties for the performance of the Project, a specific material transfer agreement ("MTA") may be entered into between the said Parties to ensure that said materials will be used only for the intended purpose and that appropriate obligations, regarding liabilities and confidentiality notably, are in place. If the receiving Party does not accept to conclude a MTA with the disclosing Party, then the disclosing Party can refuse to proceed to the intended transfer of materials.

Section Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages in one original copy the day and year first above written. The original of this Consortium Agreement shall be kept by the Coordinator and a copy of the certified Agreement shall be provided to each Party. The Coordinator shall give at first request of any Party a duplicate.

**CENTRO DE INVESTIGACIONES ENERGÉTICAS, MEDIAMBIENTALES Y
TECNOLÓGICAS-CIEMAT (CIEMAT)**

Signature: 

Name: Carlos Alejandre Losilla

Title: Director General

Date: December 2nd, 2019

Magyar Tudományos Akadémia Atommagkutató Intézete (ATOMKI)

Signature:



Name: Dr. Zsolt Dombrádi

Title: Director of Atomki

Date: 2019. 11. 25.



**COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES
(CEA)**

Signature:



Name:

Elsa CORTIJO

Title:

Elsa CORTIJO
Directrice de la recherche fondamentale

Date:



EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (CERN)

Signature:



Name: Frédérick Bordry

Title: Director of Accelerators and Technology

Date: 04.12.2019



CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)

Signature:



Name: Reynald PAIN

Title: Director of IN2P3

Date: 9.12.2019

**AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS M.P.
(CSIC)**

Signature:



Firmado digitalmente por 13740242L
JESUS EUGENIO MARCO (R: Q2818002D)
Nombre de reconocimiento (DN):
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serialNumber=IDCES-13740242L,
givenName=JESUS EUGENIO,
sn=MARCO DE LUCAS, cn=13740242L
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Name: Professor Jesús Marco de Lucas

Title: Vice President for Scientific & Technical Research

By the President P.D. (Resolution 20/04/2017; Spanish Official Journal 23/05/2017)

Date:

CENTRUM VYZKUMU REZ S.R.O. (CVREZ)

Signature:



Names

Ing. Ján Milčák

Ing. Milan Patrík, MBA

Title:

Executive Director

Executive Director

Date:

**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO
SVILUPPO ECONOMICO SOSTENIBILE (ENEA)**

Signature:

Name:

Title:

Date:

29 NOV. 2019

ENEA
DIPARTIMENTO FUSIONE E
TECNOLOGIE PER LA
SICUREZZA NUCLEARE

Il Direttore

Ing. Alessandro Dodaro



Helmholtz-Zentrum Dresden - Rossendorf e. V. (HZDR)

Signatures

Names Prof. Dr. Dr. h. c. Roland Sauerbrey

Titles Scientific Director



Dr. Ulrich Breuer

Administrative Director

Date 16. DEZ. 2019



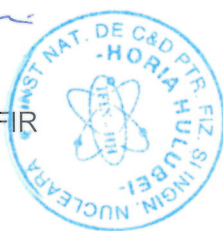
**INSTITUTUL NATIONAL DE CERCETARE -DEZVOLTARE PENTRU FIZICA
SI INGINERIE NUCLEARA "HORIA HULUBEI" (IFIN-HH)**

Signature:



Name: Acad. Nicolae Victor ZAMFIR

Title: General Director



Date:

20/11/2019

INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (IRSN)

Signature:

Name: J.C NIEL

Title: Director general

Jean-Christophe NIEL
Director General
IRSN

Date: 13th December 2019

**ASSOCIACAO DO INSTITUTO SUPERIOR TECNICO PARA A INVESTIGACAO E
DESENVOLVIMENTO (IST-ID)**

Signature:

Arlando Oliveira



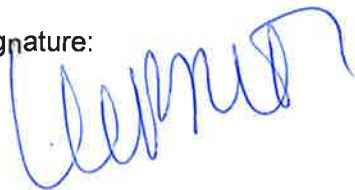
Name: PROF. ARLINDO OLIVEIRA

Title: PRESIDENT

Date: 19/11/19

JOINT RESEARCH CENTRE (JRC)

Signature:



Name: Maria BETTI

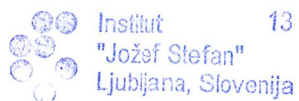
Title: Director JRC Dir. G – Nuclear Safety and Security

Date:

16. JAN. 2020

INSTITUT JOZEF STEFAN (JSI)

Signature:



Name:

Prof. Jadran Lenarčič
Director

Title:

Date:

16 -01- 2020

JYVASKYLAN YLIOPISTO (JYU)

Signature:



Name: Mikko Mönkkönen

Title: Dean, Faculty of Mathematics and Science

Date: Jyväskylä 28.11.2019



as of 21st November 2019

KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT)

Signature:

T. Drees

C. Herrwerth

Name:

Title/function :

Tim Drees
Legal Affairs

Christiane Herrwerth
Legal Affairs

Date:

25th November 2019

USTAV JADERNE FYZIKY AV CR (NPI)

Signature:




Name: Petr LUKÁŠ

Title: RNDr., CSc.

Date: 19th November, 2019

NPL MANAGEMENT LIMITED (NPL)

Signature: 

Name: DAVID HILL-KELLY

Title: HEAD OF LEGAL

Date: 27.11.19

NUCLEAR RESEARCH AND CONSULTANCY GROUP (NRG)

Signature: 

Name: Mr. H.S.A.G. Cuypers

Title: CEO – Executive Board

Date: 21. nov 2019

NATIONAL TECHNICAL UNIVERSITY OF ATHENS – NTUA (NTUA)

Signature:



Name: Prof. ANDREAS G. BOUDOUVIS

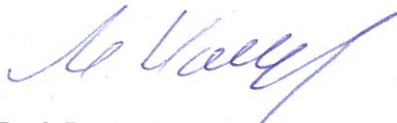
Title: Rector

Date: 2/12/2019



PAUL SCHERRER INSTITUT (PSI)

Signature:



Name: Prof. Dr. Andreas Pautz

Title: Division Head Nuclear Energy and Safety

Signature:



Name: Dr. Dorothea Schumann

Title: Project Manager

Date:

25.11.19

PHYSIKALISCH-TECHNISCHE BUNDESANSTALT (PTB)

Signature:



Name: ~~B. Tafel~~ Ruth Gassel

Title: Head of Legal Department

Date: 02. Jan. 2020

The Studiecentrum voor Kernenergie/Centre d'Etude de l'Energie Nucléaire [also known as the Belgian Nuclear Research Centre], Foundation of Public Utility, SCK•CEN, with its Registered Office in Belgium, Avenue Herrmann-Debroux 40, BE-1160 BRUSSELS and its Operational Office also in Belgium, Boeretang 200, BE-2400 MOL, with enterprise number 0406.568.867 and VAT number BE406.568.867

Signature:

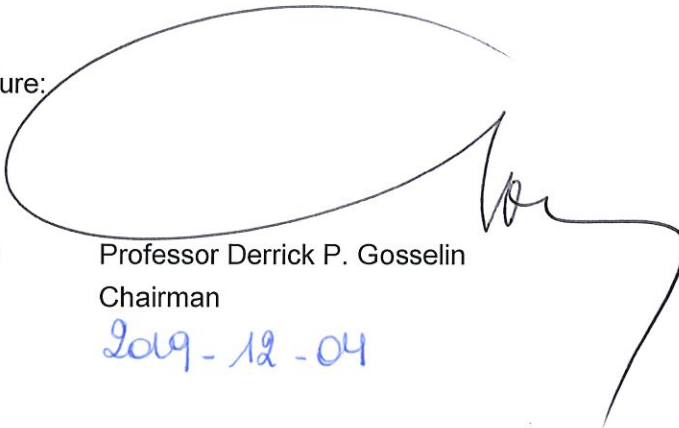

Peter Baeten
Deputy Director-General

Name: Professor Eric van Walle

Title: Director-General

Date: 2019-11-28

Signature:



Name: Professor Derrick P. Gosselin

Title: Chairman

Date: 2019-12-04



SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI (Sofia)

Signature:



SOFIA UNIVERSITY
ST. KLIMENT OHRIDSKI
15, Tzar Osvoboditel Blvd

Name:

Prof. Anastas Gerdjinov

Title:

Rector

Date:

29/11/2019

TECHNISCHE UNIVERSITÄT WIEN (TU_Wien)

Signature:

A handwritten signature in blue ink, written over a faint blue stamp of the ATOMINSTITUT logo.

Technische Universität Wien
Atominstitut
Stadionallee 2, 1020 Wien, Austria
Tel. (+43-1)58801-14111
ati.office@tuwien.ac.at, www.ati.ac.at

Name: Prof. Dr. Thorsten Schumm

Title: Head of the Institute

Date: 19.11.2015

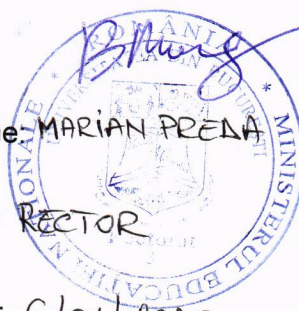
UNIVERSITATEA DIN BUCURESTI (UB)

Signature:

Name: MARIAN PREDA

Title: RECTOR

Date: 6/01/2020.



UNIwersYTET ŁÓDZKI (ULODZ)

Signature:

Name: Prof. Dr hab. Elżbieta Żądzińska

Title: Vice-Rector for Scientific Research

Date: 5/12/2019

Signature:

PROREKTOR
DS. NAUKI
UNIwersYTETU ŁÓDZKIEGO
I zastępca Rektora UK
prof. dr hab. Elżbieta Żądzińska

Name: Donat Kazimierz Kałuża.

Title: Bursar

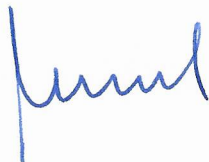
Date: 5/12/2019

PROREKTOR
UNIwersYTETU ŁÓDZKIEGO
mgr Donat Kałuża

UNIwersYTET ŁÓDZKI
CENTRUM NAUKI
ul. Uniwersytecka 3, 90-137 Łódź
tel. (48-42) 635 41 69/70

JOHANNES GUTENBERG-UNIVERSITÄT MAINZ (U MAINZ)

Signature:



Name: Prof. Georg Krausch

Title: President

Date: 02.12.2019



Prof. Klaus Wendt

Scientist in Charge

THE UNIVERSITY OF MANCHESTER (UMANCH)

Signature:

A handwritten signature in black ink, appearing to be 'AW', written over a horizontal line.

Name: Dr Andrew Walsh

Title: Director of Research and Business Engagement Services

Date: 20/11/19

PANEPISTIMIO IOANNINON (UOI)



Signature:

Name: Professor Spyridon Georgatos

Title: Vice- Rector

Date: 22.01.2019

P. P.
Nikolaos Manthos
Vice-President

UNIVERSITAT POLITÈCNICA DE CATALUNYA (UPC)

Signature:



UNIVERSITAT POLITÈCNICA
DE CATALUNYA
BARCELONATECH

Name: Prof. Francesc Torres Torres

Title: Rector

Date: 19.12.2019.

UNIVERSIDAD POLITECNICA DE MADRID (UPM)

Signature:



Name: Asunción Gómez-Pérez

Title: Vice Rector for Research, Innovation and Doctoral Studies

Date: 20 NOV. 2019

UNIVERSIDAD DE SANTIAGO DE COMPOSTELA (USC)

Signature:

Name: Vicente Pérez Muñuzuri

Title: Vicechancellor for Research and Innovation

Date: 22/11/2019

UNIVERSIDAD DE SEVILLA (USE)

Signature:

A handwritten signature in blue ink is written over a circular official seal of the University of Seville. The seal features a central figure and the Latin text 'SIGILLUM UNIVERSITATIS LITTERARIAE HISPALENSIS' around the perimeter.

Name: Julián Martínez Fernández

Title: Vice- Rector for Research

Date: 22 NOV 2019

UPPSALA UNIVERSITET (UU)

Signature:



Name: Per Abrahamsson

Title: Acting University Director

Date: 2019-12-02



**UPPSALA
UNIVERSITET**

Attachment 1: Background included

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

CIEMAT

As to CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICAS-CIEMAT, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of CIEMAT shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

ATOMKI

As to Magyar Tudományos Akademia Atommagkutató Intézete, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Atomki shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

CEA

As to COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES, it is agreed between the Parties that, to the best of their knowledge

CEA-DAM

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Software TALYS	GPL license	GPL license
Know-how to manufacture the neutron counter	No rights to be granted to other parties as it is no needed to perform their part off he Project or to exploit their own results.	CEA retains the material property of the neutron counter to be manufactured

CEA-DRF

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

CEA-DRT

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

CEA-DEN

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

Describe Background	Task	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Prototype stilbene scintillation spectrometer and corresponding calibration data	T1.2.1	Specific agreement needed	Prior authorization needed
CONRAD code and input data files	T4.1.1	Specific agreement needed	Prior authorization needed

FIFRELIN code and input data files	T4.2.1	Specific agreement needed	Prior authorization needed
CERES experiment samples and corresponding fabrication data	T5.2.2, T5.3.1	Specific agreement needed, except for those data already accessible via specialized repositories (such as IRPhE Handbook)	Prior authorization needed
Reactor description data, experimental data and measurement results (MINERVE and all other reactors)	T5.2.1, T5.2.2	Specific agreement needed, except for those data already accessible via specialized repositories (such as IRPhE Handbook)	Prior authorization needed
Computational models of ASTRID, ESFR, JHR reactor, components or system	T5.1.1, T5.1.2	Specific agreement needed	Prior authorization needed
Computer codes (TRIPOLI4, APOLLO2, ERANOS, APOLLO3, DARWIN), input data files, and computational models used for validation studies	T5.2.1, T5.2.2	Specific agreement needed, unless already accessible via specialized repositories (OECD/NEA Data Bank)	Prior authorization needed
Fabrication data of detectors, fission chambers, instrumentation	T5.3.1, T5.3.2, T5.3.3	Restricted	N/A

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

CERN

As to EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of CERN shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

CNRS

As to CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of CNRS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

CSIC

As to AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS M.P., it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of CSIC shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

CVREZ

As to CENTRUM VYZKUMU REZ S.R.O., it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of CVREZ shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

ENEA

As to AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of ENEA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

HZDR

As to HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of HZDR shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

IFIN-HH

As to INSTITUTUL NATIONAL DE CERCETARE -DEZVOLTARE PENTRU FIZICA SI INGINERIE NUCLEARA "HORIA HULUBEI", it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of IFIN-HH shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

IRSN

As to INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of IRSN shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

IST-ID

As to ASSOCIACAO DO INSTITUTO SUPERIOR TECNICO PARA A INVESTIGACAO E DESENVOLVIMENTO, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of IST-ID shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

JRC

As to JOINT RESEARCH CENTRE, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of JRC shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

JSI

As to INSTITUT JOZEF STEFAN, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of JSI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

JYU

As to JYVASKYLAN YLIOPISTO, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of JYVASKYLAN YLIOPISTO shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

KIT

As to KARLSRUHER INSTITUT FUER TECHNOLOGIE, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of KIT shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

NPI

As to USTAV JADERNE FYZIKY AV CR, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of NPI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

NPL

As to NPL MANAGEMENT LIMITED, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of NPL shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

NRG

As to NUCLEAR RESEARCH AND CONSULTANCY GROUP, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of NRG shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

NTUA

As to NATIONAL TECHNICAL UNIVERSITY OF ATHENS, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of NATIONAL TECHNICAL UNIVERSITY OF ATHENS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PSI

As to PAUL SCHERRER INSTITUT, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of PSI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PTB

As to PHYSIKALISCH-TECHNISCHE BUNDESANSTALT, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of PTB shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

SCK•CEN

As to **STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE (SCK•CEN)**, it is agreed between the Parties that, to the best of their knowledge

As to Studiecentrum voor Kernenergie/Centre d'Etude de l'Energie Nucléaire (SCK•CEN), it is agreed between the parties that, to the best of their knowledge,

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

SCK•CEN's Background will be used only by SCK•CEN in order to carry out its tasks under the Project and/or exploit its Results. SCK•CEN will not grant any Access rights to such Background to the other Parties neither to carry out their own tasks under the Project nor for exploitation of their own Results.

The Parties hereby waive their rights to be granted Access Rights under such non included/excluded Background either for the implementation of this Project or for exploitation of their Results, under the Consortium Agreement and/or the Grant Agreement.

(Accidental) Transmission by SCK•CEN of any Background under this Consortium Agreement shall not be construed as expressly or impliedly granting the receiving Party an Access Right to such Background, nor as a transfer of ownership of such Background, and any Intellectual Property right whatsoever in respect of any elements in relation to such Background shall remain with SCK•CEN.

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

Sofia

As to SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Sofia shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

TU_Wien

As to TECHNISCHE UNIVERSITÄT WIEN, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of TU_Wien shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

UB

As to UNIVERSITATEA DIN BUCURESTI, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UB shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

ULODZ

As to UNIWERSYTET LODZKI, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UNIWERSYTET LODZKI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

UMAINZ

As to JOHANNES GUTENBERG-UNIVERSITÄT MAINZ, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UMAINZ shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

UMANCH

As to THE UNIVERSITY OF MANCHESTER, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UMANCH shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

UOI

As to PANEPISTIMIO IOANNINON, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of PANEPISTIMIO IOANNINON shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

UPC

As to UNIVERSITAT POLITECNICA DE CATALUNYA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UPC shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

UPM

As to UNIVERSIDAD POLITECNICA DE MADRID, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
<p>Develop the production of processed nuclear data libraries in ACE and APMX formats to be used in MCNP and SCALE computer systems, respectively.</p> <p>Develop the production of processed covariance nuclear data libraries in ERRORR and BOXER formats to be used for S/U analysis.</p>		

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

USC

As to UNIVERSIDAD DE SANTIAGO DE COMPOSTELA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of USC shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

USE

As to UNIVERSIDAD DE SEVILLA, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of USE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

UU

As to UPPSALA UNIVERSITET, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UU shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

[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.

For CNRS:

- Grenoble INP:
LPSC, Unité Mixte de recherche or Joint Research Unit (UMR/JRU 5821) is set up by Centre National de la Recherche Scientifique (CNRS), Université Grenoble Alpes (UGA) and Institut National Polytechnique de Grenoble (Grenoble INP). Since Pr. Grégoire Kessedjian (WP2 & 4) and Pr Adrien Bidaud (WP5), Grenoble INP employees, will be active in the project, CNRS requests the inclusion of Grenoble INP as Linked Third Party in line with the Article 14 of the Grant Agreement.
- Université de Bordeaux:
Université de Bordeaux will also participate in the project as third party contractually linked with CNRS through the joint research unit n°5797, also called "CENBG". This involvement is due to the fact that Mr Mourad Aiche is employed by Université de Bordeaux as a university professor, and will be involved in SANDA (WP1). Moreover, a contract has been signed between Université de Bordeaux & CNRS regarding the JRU5797 ("Quinquennial contract" of a five-year period) stating the resources (human, financial, infrastructures...) allocated by each institution to the laboratory for research purposes."
- Université Caen Normandie:
The laboratory LPC is a joint research unit (JRU6534) between CNRS, UNICAEN and ENSICAEN. As François-René Lecolley is lecturer at the University of Caen and will work on WP2, UNICAEN will be linked to the main beneficiary CNRS.
- IMT Atlantique:
UMR6457 SUBATECH is a joint research unit of CNRS, Université de Nantes and IMT Atlantique. Amanda Porta (WP2) and Lydie Giot (WP4) are employed by IMT Atlantique.
- Université de Nantes:
UMR6457 SUBATECH is a joint research unit of CNRS, Université de Nantes and IMT Atlantique. Muriel Fallot, involved in WP2 and WP4, is employed by Université de Nantes.

For UU:

- Uppsala universitet Holding AB (company registration no. 556525-6046);
- Uppsala University Research Intellectual Property AB (company registration no. 559012-3328);
- Uppsala universitets Projekt AB (company registration no. 556517-9941); and
- Prof. Stephan Pomp, employee of Uppsala universitet.
- Dr. Henrik Sjöstrand, employee of Uppsala universitet.
- Dr. Andreas Solders, employee of Uppsala universitet.
- Dr. Alexander Prokofiev, employee of Uppsala universitet.
- Dr. Diego Tarrio, employee of Uppsala universitet.
- Dr. Ali Al-Adili, employee of Uppsala universitet.
- Dr. Mattias Lantz, employee of Uppsala universitet.
- Dr. Joachim Hansson, employee of Uppsala universitet.

Attachment 4: Identified Affiliated Entities according to Section 9.5