

TRACT

Training in Cancer Mechanisms and Therapeutics

Table of Content

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

European Training Network..... 3

 Section 1: Definitions..... 3

 Section 2: Purpose..... 5

 Section 3: Entry into force, duration and termination 5

 Section 4: Responsibilities of Parties..... 6

 Section 5: Liability towards each other 7

 Section 6: Governance structure 8

 Section 7: Financial provisions..... 15

 Section 8: Results 17

 Section 9: Access Rights..... 19

 Section 10: Non-disclosure of information 21

 Section 11: Miscellaneous..... 22

 Section 12: Signatures 25

Attachment 1: Background included..... 30

Attachment 2: Accession document..... 34

Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2..... 35

Attachment 4: Identified Affiliated Entities according to Section 9.5 36

Attachment 5: Template for Career Development Plan 37

 Attachment 6: Commitment of the Partner Organisation 42

Attachment 7: Consortium Plan Budget and Coordination costs 47

Attachment 8: Template Secondment Agreement 48

CONSORTIUM AGREEMENT

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

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules for Participation”), and the European Commission H2020 Model Grant Agreement for Marie Skłodowska-Curie Innovative Training Networks (MSC-ITN-MULTI) and its Annexes, and is made on 27th February 2017.

BETWEEN:

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

Oroboros Instruments GmbH

Univeristat De València

Università degli Studi di Siena

The Queen’s University of Belfast

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

relating to the Action entitled

Training in Cancer Mechanisms and Therapeutics

in short

TRACT

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1 for.1 Definitions

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

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 General Assembly.

"Effective Date"

Effective Date means 1st October 2016.

"Funding Authority"

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

"Defaulting Party"

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

"Early Stage Researcher" (ESR)

ESR is a postgraduate researcher in the first four years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree. The ESR is recruited and employed under a separate agreement by a Party. The details of ESRs, their appointing institutions and their person-months are included in Annex I to the Grant Agreement.

"Needed" means:

For the implementation of the Project:

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

"Partner Organisation"

Partner Organisation means an organisation that is not signatory of the Grant Agreement and this Consortium Agreement and that does not employ any researcher within the Project. A Partner Organisation provides additional training and host ESRs during secondments and are members of the Supervisory Board.

The Partner Organisations listed in section 4 of Annex I to the Grant Agreement are as follows:

Partner Organisation	Role pursuant to Annex 1 of the Grant Agreement, eg member of the Supervisor Board, or hosting an ESR during a secondment, or both	Contact Details
Opsona	Member of Supervisory	Luke O'Neill (laoneill@tcd.ie)

	Board; hosting ESR during secondment	
Fraunhofer Society	Member of Supervisory Board; hosting ESR during secondment	Bjoern Windschuegel (Bjoern.Windshuegel@ime.fraunhofer.de)
Exosomics Siena	Member of Supervisory Board; hosting ESR during secondment	Antonio Chiesi (achiesi@exosomics.eu)
NIBRT	Member of Supervisory Board; hosting ESR during secondment	Jonathan Bones (jonathan.bones@nibr.ie)
Almac Diagnostics	Member of Supervisory Board; hosting ESR during secondment	Timothy Davison diagnostics@almacgroup.com
Seahorse Agilent	Member of Supervisory Board; Deliver training course	Svetoslav Kalaydjiev (svetoslav.kalaydjiev@agilent.com)
Andor	Member of Supervisory Board; Deliver training course; hosting ESR during secondment	Marcin Barszczewski (m.barszczewski@andor.com)

“Career Development Plan”

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

“Secondment”

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

“Software”

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

Section 2: Purpose

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

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If the Grant Agreement

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

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

3.3 Survival of rights and obligations

The provisions relating to Access Rights, 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 General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

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

Each Party undertakes to notify 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.

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

4.1.1 Obligations during Secondments

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

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

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

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

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, 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 General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) 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. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

Furthermore, if any Partner Organisation are involved in Supervisory Board for the Project, the Parties hereby authorise the Coordinator to execute with each the Partner Organisations a written commitment substantially in the form set out in Attachment 6. In case of a secondment the respective Parties, Partner Organisations, and ESR shall be responsible for agreeing and entering in to a Secondment agreement .

4.4. ESR Recruitment notifications

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

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

For any remaining contractual liability, 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 wilful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

Section 6: Governance structure

6.1 General structure

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

The General Assembly as the ultimate decision-making body of the consortium.

The Supervisory Board is responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher. The Supervisory Board will also oversee the quality and quantity of supervision of the ESRs and shall report to and be accountable to the General Assembly.

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

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Supervisory Board or 1/3 of the Members of the General Assembly
Supervisory Board	At least quarterly	At any time upon written request of any Member of the Supervisory Board

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
General Assembly	45 calendar days	15 calendar days
Supervisory Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

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

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Supervisory Board	7 calendar days

6.2.2.4 Adding agenda items:

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

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

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

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

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

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

6.2.2.8 Any decision may also be taken without a meeting if the 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) Such document shall include the deadline for responses.

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

6.2.3 Voting rules and quorum

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

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

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

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

6.2.3.4 In the General Assembly, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast. In the Supervisory Board, decisions shall be taken by simple majority (50%+1) 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. She/He shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from 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 General Assembly

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

6.3.1.1 Members

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

6.3.1.1.2 Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

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

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly.
This does not prevent the Parties 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 General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Supervisory Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included) according to 9.1.2
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

- Modifications to Attachment 7 (Consortium Plan Budget)
-

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:

Supervisory Board Members
Training Coordinator
Research Coordinator

6.3.2 Supervisory Board

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

6.3.2.1 Members

The Supervisory Board shall consist of one representative of each Party, one representative of each Partner Organisation as listed in in section 4 of the Annex I to the GA, [and one ESR as representative of the ESRs] [and may also include any other stakeholders of relevance to the training programme, including those from the non-academic sector] appointed by the General Assembly (hereinafter Supervisory Members).

Supervisory Board Member	Organisation	Contact Details
Daniela Zisterer (Coordinator)	TCD	dzistrer@tcd.ie
Giuseppe Campiani (Research Coordinator)	UNISI	campiani@unisi.it
Emma Creagh (Training Coordinator)	TCD	ecreagh@tcd.ie
Erich Gnaiger	OROBOROS	erich.gnaiger@oroboros.at
Jose Bagan	UVEG	bagan@uv.es
Richard Turkington	QUB	R.Turkington@qub.ac.uk
Bjoern Windschuegel	Fraunhofer Society	Bjoern.Windshuegel@ime.fraunhofer.de
Antonio Chiesi	Exosomics Siena	achiesi@exosomics.eu
Jonathan Bones	NIBRT	jonathan.bones@nibr.ie
Timothy Davison	Almac Diagnostics	diagnostics@almacgroup.com
Luke O'Neill	Opsona	laoneill@tcd.ie
ESR representative		To be appointed
Gavin Davey (External Advisor)	TCD	gdavey@tcd.ie
Marcin Barszczewski	Andor	Marcin Barszczewski (m.barszczewski@andor.com)
Svetoslav Kalaydiev	Seahorse Agilent	Svetoslav Kalaydiev (svetoslav.kalaydiev@agilent.com)

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

6.3.2.2 Minutes of meetings

Minutes of Supervisory Board meetings, once accepted, shall be sent by the chairperson to the General Assembly Members for information.

6.3.2.3 Tasks

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

6.3.2.3.2 It shall seek a consensus among the Parties.

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

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

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

6.3.2.3.6 The Supervisory Board 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
- oversee the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training
- ensure that the skills acquired by ESRs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the ESRs
- establish an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, ESR and any stakeholders involved in the Project to maximise the benefits of the partnership
- oversee the quality and quantity of supervision of the ESRs
- review the training and research plan every 6 months
- evaluate and explore possible Intellectual Property commercial exploitation
- set procedures for the dealing with cases of scientific misconduct

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Supervisory Board shall advise the General Assembly 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.

6.4 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.

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 General Assembly 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.

6.5 Training Coordinator

6.5.1 The Training Coordinator is appointed by the General Assembly. He/she is responsible for the success of the training activities and the communication among all ERS about training needs. He will lead respective actions in the Supervisory Board meetings. He/she will liaise with the ESR representatives, individual supervisors, industrial partners and the local workshop planning committee to adjust the training strategy and the network meetings.

6.6 Research Coordinator

6.6.1 The Research Coordinator is appointed by the General Assembly. He/she is the reference for research issues, monitors the scientific progress in each work package group and ensures integration across different research themes and work packages. He/she can suggest new activities for network meetings or for online content and set the agenda for the research-related discussion at the Supervisory Board meetings.

6.7 ESR Supervisors

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

6.8 ESR Representative

6.8.1 The ESR Representative acts on behalf of the ESRs at Supervisory Board level and is entitled to one vote. It is elected by and among the ESRs by simple majority (50%+1) for a period of 12 months. After such period, a new election will take place.

6.11 Specific provisions for employment of ESRs

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

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

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the 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.

A Partner Organisation shall have no entitlement to any portion of the financial contribution provided by the Funding Authority unless separately agreed in writing with the Party concerned for the Partner Organisation's tasks carried out in accordance with the 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 implementation of units with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of implementation of units 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. Upon decision of the General Assembly, the EU contribution might be re-distributed among Parties as per Article 6.3.1.2 and upon approval of the Funding Authority.

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.

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 leaving Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks or the transfer or reassignment of said tasks, irrespective whether its participation is terminated for convenience or for another reason.

7.1.6 Allocation of Management and Overheads cost category

The Parties agree that the estimated budget for the Project as indicated in Annex 2 does not apply. Instead, the Coordinator will retain 40% of the other Parties' Total amount of category B.2, Management and indirect costs. The estimated budget for the Project as indicated in Attachment 7 shall apply.

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. Optional payments to a Partner Organisation are the exclusive task of the Party concerned.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the 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 Coordinator will make all payments without undue delay, but no later than 45 working days of receipt by the Coordinator of the accepted/rejected cost details from the Funding Authority. Payments will be made in accordance with the accepted decisions of the General Assembly on the budget, which includes the payment schedule. The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the Article 21 of the Grant Agreement – Payments and Payment Arrangements.

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 Party 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.

Section 8: Results

8.0 Ownership of Results

Results are owned by the Party that generates them.

8.1 Joint ownership

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

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and

- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) Fair and Reasonable compensation.

Transfer of Results

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

8.2.2 It may identify specific third parties 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.

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

Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

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

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

8.3 Dissemination

For the avoidance of doubt, nothing in this Section 8.3 has impact on the confidentiality obligations set out in Section 10.

8.3.1 Dissemination of own Results

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

Prior notice of any planned publication shall be given to the other Parties at least 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.

8.3.1.2 An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned

publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.3.2 Dissemination of another Party's unpublished Results or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background included

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

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 General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.1.3 The Parties must – on a royalty-free basis – give access to the recruited ESR:s to Background necessary for their research training activities under this Project.

9.2 General Principles

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

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

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

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

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

9.2.6 All requests for Access Rights shall be made in writing.

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

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

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

9.4.2 Access Rights to Background if Needed for Exploitation of a Party's own Results, 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 [listed in Attachment 4]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

Section 10: Non-disclosure of information

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

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, 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; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

10.6 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.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

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

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

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, 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 concerned.

11.4 Assignment and amendments

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

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

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

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

Section 12: Signatures

AS WITNESS:

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

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

Signature(s)

Name(s) Mary Tracey
Title(s) Contracts Manager

Date 27/2/17.



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

Oroboros Instruments GmbH

Signature(s)

Name(s) **ELICH GNAIGER**

Title(s) **DR.**

Date **2017-02-24**

OROBOROS INSTRUMENTS GmbH

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instruments@orooboros.at



TRACT Consortium Agreement, Final Version

Universitat De València

Signature(s)

Name(s)

Pilar Campins Falcó

Title(s)

Vice-Rector for Research and Science Policy

Date

14 FEB 2017



TRACT Consortium Agreement, Final Version

Università degli Studi di Siena

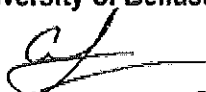
Signature(s)
Name(s) Francesco Frati
Title(s) Rector
Date

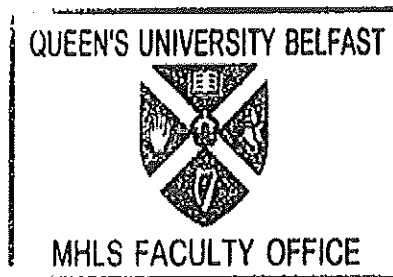


24 FEB. 2017

The Queen's University of Belfast

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


COLLEEN SPENCE
FINANCE BUSINESS PARTNER
22/02/17



Attachment 1: Background included

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

PARTY 1

As to **The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin**, it is agreed between the Parties that, to the best of their knowledge

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)
For project ESR 5, preliminary background data suggests that, similar to observations in colorectal cancer, caspases-4 and -5 expression levels are increased during oesophageal metaplasia and tumourigenesis.	This background has been filed for patent: PCT/EP2015/001753. However, access, under fair and reasonable conditions, is granted to the beneficiaries of TRACT for the implementation of their specified tasks.	Specific limitations/conditions for exploitation are outlined in the international patent application: PCT/EP2015/001753.
For project ESR7, Human Alpha-lactalbumin Made LEthal to Tumour cells (HAMLET) is a partially-unfolded protein-fatty acid complex that was previously patented by Prof. Catharina Svanborg and associates at Lund University, Sweden, but now the original patent has expired (PCT/7053185; Filed 23 Nov 1998). All of the experiments will be carried out with the specification provided in this expired patent. Note that the IP of improved variants of this complex has been subsequently applied for and registered (example: US Patent 8796218), of which one of the TRACT PIs (Dr K.H. Mok) is listed as inventor.	None	None, because the recombinant variant which lacks intra-molecular disulfide bonds (substituted to Ala residues) will not be used in the Individual Research Project involved for ESR 7.

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

PARTY 2

As to **Oroboros Instruments GmbH**, 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)
Oncology and respiratory function, including experimental hypoxia		
Schöpf B, Schäfer G, Weber A, Talasz H, Eder IE, Klocker H, Gnaiger E (2016) Oxidative phosphorylation and mitochondrial function differ between human prostate tissue and cultured cells. FEBS J 283:2181-96.	None	None
Kristiansen G, Hu J, Wichmann D, Stiehl DP, Rose M, Gerhardt J, Bohnert A, ten Haaf A, Moch H, Raleigh J, Varia MA, Subarsky P, Scandurra FM, Gnaiger E, Gleixner E, Bicker A, Gassmann M, Hankeln T, Dahl E, Gorr TA (2011) Endogenous myoglobin in breast cancer is hypoxia-inducible by alternate transcription and functions to impair mitochondrial activity: a role in tumor suppression? J Biol Chem 286: 43417-43428.	None	None
Eberhart K, Rainer J, Bindreither D, Ritter I, Gnaiger E, Kofler R, Oefner PJ, Renner K (2011) Glucocorticoid-induced alterations in mitochondrial membrane properties and respiration in childhood acute lymphoblastic leukemia. Biochim Biophys Acta 1807: 719-725.	None	None
Smolková K, Bellance N, Scandurra F, Génot E, Gnaiger E, Plecítá-Hlavatá L, Ježek P, Rossignol R (2010) Mitochondrial bioenergetic adaptations of breast cancer cells to aglycemia and hypoxia. J Bioenerg Biomembr 42: 55-67.	None	None
Renner K, Amberger A, Konwalinka G, Gnaiger E (2003) Changes of mitochondrial respiration, mitochondrial content and cell size after induction of apoptosis in leukemia cells. Biochim Biophys Acta 1642: 115-123.	None	None
Hypoxia and mitochondrial oxygen kinetics		
Scandurra FM, Gnaiger E (2010) Cell respiration under hypoxia: Facts and artefacts in mitochondrial oxygen kinetics. Adv Exp Med Biol 662: 7-25.	None	None
Aragonés J, Schneider M, Van Geyte K, Fraisl P, Dresselaers T, Mazzone M, Dirx R, Zacchigna S, Lemieux H, Jeoung NH, Lambrechts D, Bishop T, Lafuste P, Diez-Juan A, K Harten S, Van Noten P, De Bock K, Willam C, Tjwa M, Grosfeld A, Navet R, Moons L, Vandendriessche T, Deroose C, Wijeyekoon B, Nuyts J, Jordan B, Silasi-Mansat R, Lupu F, Dewerchin M, Pugh C, Salmon P, Mortelmans L, Gallez B, Gorus F, Buyse J,	None	None

Sluse F, Harris RA, Gnaiger E, Hespel P, Van Hecke P, Schuit F, Van Veldhoven P, Ratcliffe P, Baes M, Maxwell P, Carmeliet P (2008) Deficiency or inhibition of oxygen sensor Phd1 induces hypoxia tolerance by reprogramming basal metabolism. <i>Nat Genet</i> 40: 170-180.		
Kuznetsov AV, Schneeberger S, Seiler R, Brandacher G, Mark W, Steurer W, Saks V, Usson Y, Margreiter R, Gnaiger E (2004) Mitochondrial defects and heterogeneous cytochrome c release after cardiac cold ischemia and reperfusion. <i>Am J Physiol Heart Circ Physiol</i> 286: H1633–H1641.	None	None
Gnaiger E (2003) Oxygen conformance of cellular respiration. A perspective of mitochondrial physiology. <i>Adv Exp Med Biol</i> 543: 39-55.	None	None
Gnaiger E (2001) Bioenergetics at low oxygen: dependence of respiration and phosphorylation on oxygen and adenosine diphosphate supply. <i>Respir Physiol</i> 128: 277-297.	None	None
Gnaiger E, Méndez G, Hand SC (2000) High phosphorylation efficiency and depression of uncoupled respiration in mitochondria under hypoxia. <i>Proc Natl Acad Sci U S A</i> 97: 11080-11085.	None	None
Gnaiger E, Steinlechner-Maran R, Méndez G, Eberl T, Margreiter R (1995) Control of mitochondrial and cellular respiration by oxygen. <i>J Bioenerg Biomembr</i> 27: 583-596.	None	None
Respiratory protocols (SUIT protocols)		
Pesta D, Gnaiger E (2012) High-resolution respirometry. OXPHOS protocols for human cells and permeabilized fibres from small biopsies of human muscle. <i>Methods Mol Biol</i> 810: 25-58.	None	None
Lemieux H, Votion DM, Gnaiger E. Mitochondrial respiration in permeabilized fibres: Needle biopsies from horse skeletal muscle. <i>Mitochondr Physiol Network</i> 12.23. - http://www.oroboros.at/index.php?protocols_muscle_horse	None	None
Votion DM, Gnaiger E, Lemieux H, Mouithys-Mickalad A, Serteyn D (2012) Physical fitness and mitochondrial respiratory capacity in horse skeletal muscle. <i>PLoS One</i> 7: e34890.	None	None
Fasching M, Gradl P, Eigentler A, Fontana-Ayoub M, Meissner B, Gnaiger E (2012) O2k-Fluorescence LED2-Module. <i>Mitochondr Physiol Network</i> 17.05: 1-8 (2012)	None	None
Lemieux H, Semsroth S, Antretter H, Höfer D, Gnaiger E (2011) Mitochondrial respiratory control and early defects of oxidative phosphorylation in the failing human heart. <i>Int J Biochem Cell Biol</i> 43: 1729–1738.	None	None
Further SUIT protocols, published on the website: http://www.bioblast.at/index.php/MitoPedia : SUIT	None	None
Other Background		
Relevant information included on the website: http://wiki.oroboros.at/	None	None

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

PARTY 3

As to **Universitat De València**, it is agreed between the Parties that, to the best of their knowledge

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

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

PARTY 4

As to **Università degli Studi di Siena**, it is agreed between the Parties that, to the best of their knowledge

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

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

PARTY 5

As to **The Queen's University of Belfast**, it is agreed between the Parties that, to the best of their knowledge

no data, know-how or information of The Queen's University of Belfast 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 8.2.2.

Attachment 4: Identified Affiliated Entities according to Section 9.5

Attachment 5: Template for Career Development Plan

Career Development Plan-Year 1
(Draft)

Name of ESR:

Department:

Name of Supervisor:

Date:

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

LONG-TERM CAREER OBJECTIVES (over 5 years):

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

SHORT-TERM OBJECTIVES (1-2 years):

1. Research results
 - o Anticipated publications:
.....
.....
 - o Anticipated conference, workshop attendance, courses, and /or seminar presentations:
.....
.....
2. Research skills and techniques:
 - o Training in specific new areas, or technical expertise etc:
.....
.....
3. Research management:
 - o Fellowship or other funding applications planned (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)

.....
.....

4. Communication skills:

.....
.....

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

.....
.....

6. Anticipated networking opportunities

.....
.....

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

.....
.....

Date & Signature of fellow:

Date & Signature of supervisor

Career Development Plan-Final year
(Draft)

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

LONG-TERM CAREER OBJECTIVES (over 5 years):

If relevant, mention any adjustments to your long-term career objectives as a result of the training received.

SHORT-TERM OBJECTIVES ACHIEVED DURING THE TRAINING PERIOD:

1. Research results

o Publications (incl. in press):

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

2. Research Skills and techniques acquired:

o Training in specific new areas, or technical expertise etc:

3. Research management:

TRACT Consortium Agreement, Final Version

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

4. Communication skills:

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

6. Anticipated networking opportunities

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

Date & Signature of fellow:

Date & Signature of supervisor

Career Development Plan
Guidance on some of the competencies expected

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

1. Research results.

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

2. Research Skills and techniques acquired.

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

3. Research management.

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

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

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

4. Communication skills.

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

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

Involvement in teaching, supervision or mentoring

6. Anticipated networking opportunities.

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

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

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

Attachment 6: Commitment of the Partner Organisation

Commitment of the Partner Organisation in respect of the Partner Organisation Participation on the Supervisory Board

[COORDINATING INSTITUTION] (“[short name]”) and the organisations shown in the attached schedule (hereinafter referred to as “Consortium”) are participating in the Marie Skłodowska-Curie Action: Innovative Training Network entitled “[PROJECT TITLE]” with the acronym “[ACRONYM]” (hereinafter referred to as “Project”), which is being funded by the European Union under its Horizon 2020 Programme (the “Funding Authority”). Hence, this agreement is between:

1. [Insert official name of the Coordinating Institution], having its registered office or based in [insert the Legal Address of the Entity], acting on behalf of each of the members of the [PROJECT ACRONYM] consortium (the “Consortium”).

And

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

each a ‘Party’ and collectively the ‘Parties’.

The Parties agree as follows:

General provisions:

[Partner Organisation short name] agrees to:

1. Contribute to the [Project ACRONYM] Project by fulfilling its tasks as a member of the Supervisory Board of the Consortium pursuant to [Annex I to the Grant Agreement, Appendix B]; and
- 2.
3. Contribute to the [Project ACRONYM] Project by abiding by the decisions made of the Consortium pursuant to the terms of the Consortium Agreement.
4. Conclude a secondment agreement with the relevant Party and the Early Stage Researcher, (a template secondment agreement is provided in attachment 87 to the Consortium Agreement) in respect of any period during which the Partner Organisation hosts an Early Stage Researcher .

Provisions related to the participation to the [PROJECT ACRONYM] Supervisory Board:

The Consortium welcomes [Partner Organisation short name] as a member of the Supervisory Board (“SB”). Participation as a member of the SB will involve the representative of [Partner Organisation short name] receiving, and/or participating in Project discussions/presentations/correspondence concerning Confidential Information (as defined below), including, but not limited to data, know-how or information whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights that produced and/or acquired by the Consortium members either as part of the Project (“Results”) or before the Project (“Background”).

As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and Confidential Information, [Partner Organisation short name] will be required to keep confidential, as indicated below, any Results, Background or other Confidential Information that may be disclosed to [Partner Organisation short name] as a member of the SB. In addition, confidential information may be disclosed to [Partner Organisation short name] by members of the SB who are not members of the Consortium. In this agreement, any information disclosed to [Partner Organisation short name] in whatever form or mode of transmission, relating to Results and/or Background and any all other information in whatever form or mode of communication disclosed to [Partner Organisation short name] by any party which has been identified 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, shall be collectively referred to as "Confidential Information" and the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations, shall be referred to as the "Discloser".

The Consortium have authorised [COORDINATING INSTITUTION short name] to enter into this agreement on behalf of each member of the Consortium.

For the purpose of this agreement "Early Stage Researcher" or "ESR" means a postgraduate researcher in the first four years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree.

The functions and procedures of the SB are listed in [articles 6.1, 6.2, 6.3 of the Consortium Agreement, Appendix A].

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

- (a) [Partner Organisation short name] commits itself to carry out its work as a member of the SB per [Section 4 of Appendix B – Annex I to the Grant Agreement];
- (b) to take all reasonable steps to ensure that all Confidential Information disclosed to [Partner Organisation short name] as a member of the SB remains confidential during the Project and for a period of [four (4) years after the end date of the Project];
- (c) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking [Partner Organisation short name]'s duties as a member of the SB without the written consent of the Discloser;
- (d) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser;
- (e) to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the [Partner Organisation short name] including all copies thereof and to delete all information stored in a machine readable form;
- (f) [Partner Organisation short name] will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with [INSERT PROJECT ACRONYM] Project. [Partner Organisation

short name] will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this agreement. Hence [Partner Organisation short name] will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

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

- (i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to [Partner Organisation short name] as a member of the SB, becomes general or public knowledge either through no fault of [Partner Organisation short name] or following further written agreement between [Partner Organisation short name] and the Discloser;
- (ii) when any such Confidential Information can be shown by [Partner Organisation short name] to have been in [Partner Organisation short name]'s possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;
- (iii) when any such Confidential Information is received by [Partner Organisation short name] from a third party that [Partner Organisation short name] reasonably believe has no similar obligation of confidentiality to the Discloser;
- (iv) when [Partner Organisation short name] can reasonably demonstrate that any such information has been previously developed by [Partner Organisation short name] without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

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

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

In consideration of the invitation to participate as a member of the SB, [Partner Organisation short name] accepts the conditions set out within this agreement.

For the avoidance of dobut the Partner Organisation shall have no entitlement to any portion of the financial contribution provided by the Funding Authority in respect of its participation on the SB or the completion of its tasks in [Annex I to the Grant Agreement, Appendix B] unless this is separately agreed in writing with the Party concerned for the Partner Organisation's tasks.

Name of [Partner Organisation short name] authorised signatory

(Block Capitals)

Signed

_____ Date _____
(by [Partner Organisation short name] authorised signatory)

At the time of the signature, [Partner Organisation short name] nominates the following employees as its representatives in the SB.
For the avoidance of doubt, [Partner Organisation short name] is entitled to one vote only regardless of the number of representatives attending any SB meeting.

Name of SB member(s)' representative(s)

(Block Capitals)

Normal Work Address of SB member(s)' representative(s)

(Block Capitals)

Signed

_____ Date _____
(by SB member(s)' representative(s))

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

(Block Capitals)

Signed

_____ Date _____
(by [COORDINATING INSTITUTION short name] authorised signatory)

Consortium Members:

Institution's Name	Organisation short name	Country
[COORDINATING INSTITUTION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]

TRACT Consortium Agreement, Final Version

[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]
[PARTY'S NAME]	[ACRONYM]	[ACRONYM]

Appendix A – Consortium Agreement (CONFIDENTIAL)

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

Attachment 7: Consortium Plan Budget and Coordination costs

(Show Annex 2 redistribution of category B.2 Management and Indirect Costs, for example:)

- The management budget is established to cover the coordination costs of the Project and it is quantified in EURO 204,770.00

- Party's Name	- Party's contribution
- TCD	- € 83,810.00
- OROBOROS	- € 17,280.00
- UVEG	- € 34,560.00
- UNISI	- € 34,560.00
- QUB	- € 34,560.00
- TOTAL	- € 204,770.00

Attachment 8: Template Secondment Agreement

[Note: Each Beneficiary and Partner Organisation is responsible for ensuring their compliance with the provisions of the Grant Agreement and Consortium Agreement, as well as for the protection of their own (and other partners') Results and Background and Confidential Information. This Template Secondment Agreement provides a possible basic structure of an agreement your organisation may wish to conclude with a Partner Organisation which intends to host a seconded ESR, however it cannot foresee all possible situations and IPR issues that may be relevant to your situation. As such, this document is provided without any express or implied warranty as to its suitability. The Partner Organisation may also wish to supplement this agreement with a separate bilateral agreement with the ESR. The use of this Template Secondment Agreement in total or in part takes place on the users own risk and does not release users from legal examination to cover their interests and protect their rights.]

This secondment agreement ("Agreement") is made on [INSERT DATE] ("Effective Date") between:

[INSTITUTION NAME] (the "Seconding Entity" whose principal address or registered office is at [ADDRESS]); and

[HOSTING ENTITY] (the "Host Entity" whose principal address or registered office is at [ADDRESS]); and

[INSERT NAME], being a researcher employed by the Seconding Entity in the first four years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree (the "Early Stage Researcher" or "ESR")

each a "Party" and collectively "the Parties".

WHEREAS:

- A. The Seconding Entity received funding from the European Commission under the funding scheme of "Marie Skłodowska-Curie Innovative Training Networks - ITN" proposal number [INSERT PROPOSAL NUMBER] (the "Grant Agreement") for a project title "[INSERT PROJECT TITLE]";
- B. The ESR is employed by the Seconding Entity exclusively for the purpose of the Project; and
- C. The Parties have agreed that the ESR shall be seconded to the Host Entity for the period and purpose set out in this this Agreement, subject to the terms and conditions of this Agreement.

It is hereby agreed as follows:

1. Definitions:

Access Rights: means the right to use Results or Background.

Background: means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

- (a) is held by the Seconding Entities before they acceded to the Grant Agreement, and
- (b) is needed to implement the Project or Exploit the Results.

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

Coordinator: means the coordinator for the Project identified in the Consortium Agreement namely, [INSERT COORDINATOR NAME].

Consortium Agreement: means the consortium agreement in respect of the Project.

Exploit"or Exploitation: means the use of Results in further research activities other than those covered by the Project concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities;

Secondment: means the period from the Start Date to the End Date during which the ESR is seconded from the Seconding Entity to the Host Entity.

Secondment Plan: The plan of activities to be carried by the ESR at the Host Entity as further detailed in the Career Development Plan (Attachment 5 to the Consortium Agreement) and appended to the Agreement in Attachment 1.

Results: means any (tangible or intangible) output of the Project such as data, knowledge or information – whatever its form or nature, whether it can be protected or not – that is generated in the Project, as well as any rights attached to it, including intellectual property rights.

2. Duration and employment arrangements

The ESR will be seconded to the Host Entity from:

Start Date: [INSERT START DATE OF SECONDMENT]

End Date: [INSERT END DATE OF SECONDMENT]

or until such later date as may be agreed in writing between the Parties, or until the Secondment is terminated in accordance with the terms of this Agreement.

3. Services

During the Secondment the ESR will perform the tasks as outlined in the Secondment Plan at the Host Entity at [INSERT PLACE].

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

4. Fees

Where applicable, the Seconding Entity will pay the academic fees of the ESR at the Seconding Entity.

5. Salary and Expenses

During the Secondment the ESR will continue to be paid for his/her activities in carrying out the Project by the Seconding Entity at his/her normal rate of remuneration in accordance with the Project budget. Where applicable:

-deductions will be made in respect of insurance, income tax and pension contributions and any other applicable deductions in accordance with the terms of the ESR's employment contract with the Seconding Entity; and

- any current pension arrangements or other entitlements of the ESR will remain unchanged.

The ESR will not receive any other income for the activities carried out pursuant to this Agreement.

The salary paid to the ESR during the period of this Agreement will be subject to review and adjustment according to the terms and conditions of his/her employment contract with the Seconding Entity.

Necessary expenses (namely travel expenses, accommodation and consumables) incurred by the ESR wholly in the furtherance of the Secondment Plan during the Secondment at the Host Entity will be reimbursed by the Seconding Entity from the Project budget subject to:

-authorisation in accordance with the Seconding Entity's normal procedures; and
-the terms and conditions of the Grant Agreement and Consortium Agreement.

6. Terms and Conditions

6.1 Employment Status

The ESR shall at all times be an employee of, and remain subject to the terms and conditions of his/her employment contract with the Seconding Entity and any policies and procedures issued by the Seconding Entity. The ESR will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to the ESR as an employee of the Seconding Entity. Any current pension arrangements or other entitlements of the ESR will remain unchanged.

The Secondment is subject to the ESR being and remaining eligible to work in [INSERT HOST ENTITY'S COUNTRY] and is subject to the ESR obtaining a valid visa entitling them to work in [INSERT HOST ENTITY'S COUNTRY] and compliance with the Host Entity country's immigration rules.

During the Secondment the ESR shall:

- Continue to stay in contact with [INSERT NAME & JOB TITLE OF THE SECONDING ENTITY PRINCIPAL INVESTIGATOR], at the Seconding Entity (the "Seconding Entity Supervisor"), on a regular basis and, in particular, keep them informed of any issues that arise and any absences from work; and
- Inform the Seconding Entity Supervisor if they have any issues or concerns about the Secondment or the work that they are doing, as soon as reasonably practicable.

The Seconding Entity will conduct any appraisals in the usual way and will deal with any grievances or any concerns about the ESR's conduct or performance in accordance with its policies and procedures. In all cases it will consult with the Host Entity before taking any formal action.

The Host Entity shall not take any action against the ESR in accordance with its own procedures in response to any complaint or dispute with respect to the ESR except with the prior agreement of the Seconding Entity.

The Host Entity will give such assistance and co-operation as is reasonably required by the Seconding Entity in connection with any appraisal, grievance, disciplinary or other performance management matter connected with the ESR, whether during or after the Secondment.

If the ESR has a grievance or any other complaint during the Secondment, the ESR should raise this in the first instance with the Seconding Entity Supervisor.

The Host Entity shall not, and shall not require the ESR, to do anything that shall, breach the ESR's contract of employment, the Grant Agreement or Consortium Agreement and shall have no authority to vary the terms of the ESR's contract of employment or the Grant Agreement or Consortium Agreement or make any representations to the ESR in relation to the terms of the ESR's contract of employment or the Grant Agreement or Consortium Agreement.

The Host Entity shall provide the Seconding Entity with such information and assistance as it may reasonably require to carry out its obligations as the ESR's employer and under the Grant Agreement and Consortium Agreement.

6.2 Leave Entitlements and Working Hours

The ESR shall remain entitled to annual leave and other leave entitlements and associated payment entitlements as per the ESR's contract of employment with the Seconding Entity. In addition the ESR will also receive a pro rata entitlement to Seconding Entity country's public holidays during the Secondment. The ESR will notify and seek approval from Seconding Entity in advance of any absences from work in the normal way and shall notify the Host Entity and the Host Entity Supervisor.

It will be the responsibility of the Entity Host to ensure that the hours worked by the ESR comply with the Working Time Directive (2003/88/EC).

6.3 Secondment Activities

During the Secondment, the ESR take instructions directly from [INSERT NAME OF RELVANT HOST ENTITY EMPLOYEE WHO WILL SUPERVISE THE ESR] ("Host Entity Supervisor"), who will consult with the Seconding Entity Supervisor as required.

The ESR shall:

- a) carry out any tasks that are reasonably requested by the Host Entity in conjunction with the Secondment Plan;
- b) comply with the working practices of the Host Entity;
- c) be under the day-to-day control of the Host Entity Supervisor;
- d) report on day-to-day matters to the Host Entity Supervisor; and
- e) inform the Host Entity Supervisor as soon as possible of any events or circumstances likely to affect the Grant Agreement or the Consortium Agreement

The Host Entity will ensure that the ESR receives necessary training to enable him/her to undertake the Secondment Plan at the Host Entity. The Host Entity will provide such equipment and tools as is reasonably required for the ESR to be able to undertake the Secondment Plan. For the avoidance of doubt, the cost of any additional consumables necessary to carry out the Secondment Plan shall be covered by the Seconding Entity from the Project Budget in accordance with Section 5 of this Agreement.

During the Secondment the ESR's performance will be monitored by the Seconding Entity via the Seconding Entity Supervisor, with input from the Host Entity Supervisor, and if it should fall below an acceptable standard, the Seconding Entity reserves the right to terminate the Secondment in accordance the terms of this Agreement.

The Host Entity agrees that the ESR may be required to carry out duties for the Seconding Entity in respect of the Project from time to time and will release the ESR as and when requested by the Seconding Entity for this purpose.

6.4 Data Protection

The ESR confirms that by signing this Agreement the ESR consents to:

- the Host Entity providing relevant information and data about the ESR to the Host Entity as may reasonably be required for any purpose connected with the Secondment;
- the Host Entity processing data relating to the ESR for any purpose relating to the Secondment including legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Acts 1988 and 2003) relating to the ESR including information about the ESR's physical or mental health or condition in order to monitor sick leave and take decisions as to the ESR's fitness for work.

6.5 Liability and Insurance

The Host Entity will ensure that the ESR enjoys the same standards of safety and occupational health and working conditions as those of its employees holding a similar position and shall comply with the Seconding Entity's reasonable requests in connection with the Seconding Entity's duties in relation to the ESR.

The Host Entity will maintain adequate levels of insurance with a reputable insurer or underwriter with respect to ESR's activities and the Host Entity's responsibilities within the scope of this Agreement and will ensure that such policies of insurance are extended to include the ESR during the Secondment.

The Host Entity shall indemnify the Seconding Entity against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Seconding Entity arising or alleged to arise from injury to, illness or death of any person which are attributable to any act or omission by the Host Entity (or any other person for whom the Host Entity is liable) arising from or connected with the Secondment.

The Seconding Entity shall indemnify the Host Entity against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Host Entity arising or alleged to arise from injury to, illness or death of any person which are attributable to any act or omission by the Seconding Entity (or any other person for whom the Seconding Entity is liable including the ESR) arising from or connected with the Secondment.

7. Intellectual Property

Any Results, including information, whether or not they can be protected, arising out this Agreement shall be the property of the Seconding Entity.

Nothing in this Agreement shall be so construed or interpreted in any way as to confer ownership or any Access Rights on the Host Entity with regards to the Background, Results and information generated or disclosed under the Project or the information, copyrights, data, documents, materials or intellectual property rights (IPR) owned by the other participants in the Project.

The ESR has the same rights and will comply with the same confidentiality obligations as the Seconding Entity pursuant to the Grant Agreement Article 36 and Consortium Agreement Article 10.

In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the ESR within the context of this Agreement, the Host Entity will enter

into a separate Non Disclosure Agreement (NDA) with the Host Entity which shall also be acknowledged by the ESR.

In the case that confidential information is intended to form part of a thesis, dissertation, publication or poster of the ESR, this NDA will include specific provisions to ensure: (1) the timely submission, examination, publication and defence; (2) that the confidential information remains protected; and (3) the visibility of funding in any communications, publications and in applications for the protection of Results in accordance with the terms of the Grant Agreement Article 36 and the Consortium Agreement Article

In the case that the ESR enjoys Access Rights to Background, Results and information generated or disclosed under the Project, or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the ESR will ensure that the rights of the respective owner(s) are upheld in accordance with the Grant Agreement and the Consortium Agreement.

For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting Access Rights, the ESR will treat all such Background, Results information generated or disclosed under the Project, or information, copyrights, data, documents, materials or IPR as 'confidential information' of the respective owner(s) in accordance with the terms of the Grant Agreement Article 36 and Consortium Agreement Article 10.

The ESR shall inform the Seconding Entity and the Host Entity as soon as possible of circumstances likely to have an effect on the intellectual property provisions of this Agreement. The ESR shall inform the Seconding Entity as soon as possible of circumstances likely to have an effect on the intellectual property provisions of the Grant Agreement or the Consortium Agreement.

8. Additional Remarks

Nothing in this Agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the Grant Agreement or the parties who are participating in the Project as set out in the Consortium Agreement.

The terms and conditions of the employment of the ESR by the Seconding Entity, shall continue to apply to the ESR save to the extent they have been modified by this Agreement.

9. Term and Termination

The term of this Agreement remains subject to review at any time by either the Seconding Entity or the Host Entity.

This Agreement shall be terminated if:

- the ESR's employment by the Seconding Entity is terminated for any reason; or
- a Party is in material breach of its obligations under this Agreement and the breach is not remedied (where remediable) within the period allowed by notice given by the other Party in writing calling on the Party in breach to effect such remedy; or
- the Consortium Agreement and/or Grant Agreement are terminated for any reason; or
- the participation of a Party in the Project is terminated for any reason.

For the purpose of this clause 9 "Insolvency Event" means a Party becomes insolvent or unable to pay its debts as and when they become due; (ii) an order is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or reconstruction);

(iii) a liquidator, examiner, receiver, receiver manager, or trustee is appointed in respect of the whole or any part of its assets or business; (iv) it makes any composition with its creditors; (v) it ceases to continue its business; or (vi) as a result of debt and/or maladministration it takes or suffers any similar or analogous action.

Either the Seconding Entity or the Host Entity may terminate this Agreement at any time by providing three months' notice in writing to the other Party.

Unless otherwise terminated, immediately following the End Date the ESR will resume the full duties of his/her employment with the Seconding Entity.

The provisions relating to Intellectual Property, Data Protection, Liability and Insurance shall survive the expiration or termination of this Agreement. Termination shall not affect any rights or obligations of a Party prior to the date of termination, unless otherwise agreed. This includes the obligation to provide all input, deliverables and documents for the period of its participation in the Secondment.

10. Miscellaneous

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

10.2 No representation, partnership or agency: No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this 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.

10.3 Notices and other communication: Any notice to be given under this 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 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 concerned.

10.4 Assignment and amendments: No rights or obligations of the Parties arising from this 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 Agreement require a separate written agreement to be signed by ESR and the Host Entity and Seconding Entity's authorised representatives.

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

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

10.7 Applicable law and Jurisdiction: This Agreement shall be construed in accordance with and governed by the laws of [INSERT GOVERNING LAW OF THE SECONDING ENTITY] excluding its conflict of law provisions and Parties hereby consent to the exclusive jurisdiction of the courts of the Seconding Entity in respect of this Agreement.

10.8 Entire Agreement: This Agreement constitutes the entire agreement between the Parties in relation to the Secondment and no statements or representations made by any Party have been relied upon by the others in entering into this Agreement.

10.9 Counterparts and Signatures: This Agreement may be executed in counterparts all of which taken together shall constitute one single agreement between the Parties. Transmission of an executed counterpart of this Agreement by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

11. Signatures

This Agreement shall be signed in three (3) counterparts by the duly authorised representative of the Host Entity and of the Seconding Entity and by the ESR.

Signed..... Date:
NAME
JOB TITLE

For and on behalf of the [INSERT NAME OF SECONDING ENTITY]

Signed..... Date:
NAME
JOB TITLE

For and on behalf of the [INSERT NAME HOST ENTITY]

Read and agreed:

Signed..... Date:
NAME
ESR

Attachment 1
Secondment Plan