Horizon 2020 Programme
CONSORTIUM AGREEMENT
Grant Agreement number 764879
CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based on REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement for Marie Skłodowska-Curie Innovative Training Networks and its Annexes, and is made on 1 October 2017, hereinafter referred to as the Effective Date.
BETWEEN:

1) **The European Organization for Nuclear Research (CERN)**, an Intergovernmental Organization having its seat in Geneva, Switzerland, duly represented by its Director-General Fabiola Gianotti, CERN being the Coordinator and Beneficiary, and the other Beneficiaries

2) **Bruker HTS GmbH**, having its seat in Hanau, Germany, duly represented by Klaus Schlenga, Managing Director,

3) **Commissariat à L’Energie Atomique et aux Energies Alternatives (CEA)**, having its seat in Paris, France, duly represented by Vincent Berger, Director of Fundamental Research,

4) **Consiglio Nazionale delle Ricerche (CNR)**, having its seat in Genova, Italy, duly represented by Carlo Ferdeghini, Director,

5) **Columbus Superconductors SpA SRL**, having its seat in Genova, Italy, duly represented by Giovanni Grasso, Procuratore Speciale, and Emanuele Lertora, Consigliere Delegato,

6) **Helmholtz Zentrum Berlin für Materialien und Energie (HZB)**, having its seat in Berlin, Germany, duly represented by Bernd Rech, scientific director, and Thomas Frederking, commercial director,

7) **I-CUBE Research**, having its seat in Toulouse, France, duly represented by Laurent Goguelin, Chief Executive Officer,

8) **Istituto Nazionale di Fisica Nucleare (INFN)**, having its seat in Frascati, Italy, duly represented by Diego Bettoni, Director of the Legnaro National Laboratory,

9) **Technische Universität Dresden**, having its seat in Dresden, Germany, duly represented by Friederike Noack, Head of unit,

10) **Technische Universität Wien**, having its seat in Vienna, Austria, duly represented by Arno Rauschenbeutel, Institute Director,

11) **Universität Siegen**, having its seat in Siegen, Germany, duly represented by Ulf Richter, Chief Administrative Officer (Kanzler),

12) **Universität Stuttgart**, having its seat in Stuttgart, Germany, duly represented by Bettina Buhlmann, Kanzler,

13) **Wirtschaftsuniversität Wien**, having its seat in Vienna, Austria, duly represented by Nikolaus Franke, Institutsvorstand,
hereinafter, jointly or individually, referred to as "Parties" or "Party", including the Coordinator, relating to the Action entitled

"European Advanced Superconductivity Innovation and Training" (EASITrain)

hereinafter referred to as the "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) under the funding scheme of "Marie Skłodowska-Curie Innovative Training Networks – ITN",

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:
Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Beneficiary" means a signatory to the Grant Agreement.

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

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

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

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

"Needed" means:

- For the implementation of the Project:

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

- For Exploitation of own Results:

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

"Partner Organisation" means an entity that is not a Beneficiary but contributes to the Project with activities set out in Annex 1 of the Grant Agreement.

"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.

The terms "Career Development Plan", "Early Stage Researcher (ESR)" and "Secondment" shall be used in accordance with their descriptions in the Grant Agreement, the "Guide for Applicants – Marie Skłodowska-Curie Actions" (Version Number: 2.0 2017.) and in the "Horizon 2020 Work Programme 2016 – 2017" as decided by the European Commission in Decision C (2016)4614 of 25 July 2016.
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.

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 3) 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
- the Grant Agreement is terminated, or
- a Party’s participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Supervisory and Steering Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.
Section 4: Responsibilities of Parties

4.1 General principles

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

Each Party undertakes to notify 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.

4.2 Breach

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

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains responsible for carrying out its relevant part of the Project and for such third party’s compliance with the provisions of this Consortium Agreement and of the Grant Agreement. 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.
Section 5: Liability and Force Majeure

5.1 Liability towards each other

5.1.1 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.

5.1.2 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.

For any direct damages, a Party's aggregate liability towards the other Parties collectively shall be limited to once a 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.

5.2 Liability towards 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.

5.3 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 Project shall comprise the following bodies:

The **Supervisory and Steering Board** is the ultimate decision-making body of the consortium.

The **Executive Coordination Committee** is the supervisory body responsible for the execution of the Project reporting to and being accountable to the Supervisory and Steering Board.

The **Project Office** is the body responsible for the organisation of the courses and network-wide training event program, the development of all Careers Development Plans together with the ESR supervisors, and for the administration of the training credits for the ESRs.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. For the purposes of managing the Project, the Coordinator is represented by the Project Coordinator, an employed member of the personnel, and assisted by internal financial, legal and HR expertise.

The governance provisions set out in this Consortium Agreement shall apply to the Supervisory and Steering Board and the Executive Coordination Committee (Consortium Bodies).

6.2 General operational procedures for the Consortium Bodies

6.2.1 Representation in meetings

Each Party:

- should be present through its representative(s) at any meeting (hereinafter referred to as "Member" or "Members")
- may appoint a substitute representative or a proxy to attend and vote at any meeting; and
- shall ensure that its representative(s) participate(s) in a cooperative manner in the meetings.
6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

<table>
<thead>
<tr>
<th></th>
<th>Ordinary meeting</th>
<th>Extraordinary meeting</th>
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<tbody>
<tr>
<td><strong>Supervisory and Steering Board</strong></td>
<td>At least once a year</td>
<td>At any time upon written request of the Executive Coordination Committee or 1/3 of the Members of the Supervisory and Steering Board</td>
</tr>
<tr>
<td><strong>Executive Coordination Committee</strong></td>
<td>At least twice per year</td>
<td>At any time upon written request of any Member of the Executive Coordination Committee</td>
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The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

6.2.2.2 Notice of a meeting:

The chairperson of a Consortium Body, or upon his or her request and behalf, the Project assistant of the Coordinator, 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.

<table>
<thead>
<tr>
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<th>Ordinary meeting</th>
<th>Extraordinary meeting</th>
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<tbody>
<tr>
<td><strong>Supervisory and Steering Board</strong></td>
<td>21 calendar days</td>
<td>14 calendar days</td>
</tr>
<tr>
<td><strong>Executive Coordination Committee</strong></td>
<td>14 calendar days</td>
<td>7 calendar days</td>
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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.

<table>
<thead>
<tr>
<th></th>
<th>21 calendar days, 10 calendar days for an extraordinary meeting</th>
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</thead>
<tbody>
<tr>
<td><strong>Supervisory and Steering Board</strong></td>
<td>21 calendar days</td>
</tr>
<tr>
<td><strong>Executive Coordination Committee</strong></td>
<td>7 calendar days</td>
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</table>
6.2.2.4 Adding agenda items

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

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

| Supervisory and Steering Board | 7 calendar days, 4 calendar days for an extraordinary meeting |
| Executive Coordination Committee | 4 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 of the Supervisory and Steering Board 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 by the Supervisory and Steering Board without a meeting if the Coordinator circulates to all Members of the Supervisory and Steering Board a written document which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Supervisory and Steering Board. 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 Section 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 Supervisory and Steering Board and to the Coordinator a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1 The Supervisory and Steering Board 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 Supervisory and Steering Board 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 the Supervisory and Steering Board present or represented in the meeting shall have one vote.

6.2.3.3 A Party which the Supervisory and Steering Board has declared according to Section 4.2 to be a Defaulting Party may not vote.

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

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

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

When a decision has been taken on a new item added to the agenda before or during the meeting, the Supervisory and Steering Board Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

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

In case of exercise of veto, the Parties, through their Supervisory and Steering Board Members, shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

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

6.2.4.2 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 the Supervisory and Steering Board shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she, or on his/her request or his/her behalf the Project assistant of the Coordinator, shall send the draft minutes to all Supervisory and Steering Board Members within 14 calendar days of the meeting.

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

6.2.4.3 The chairperson shall send the accepted minutes to all the Supervisory and Steering Board Members 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

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

6.3.1 Supervisory and Steering Board

6.3.1.1 Members

6.3.1.1.1 The Supervisory and Steering Board shall consist of one representative of each Party (hereinafter Supervisory and Steering Board Members).

It shall further consist of one representative of each Partner Organisation and one representative of the Early Stage Researchers. These representatives are not Supervisory and Steering Board Members and shall not be entitled to vote.

A Party may have more than one representative, but only one of the Party's representatives shall be the Supervisory and Steering Board Member entitled to vote for that Party.

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

6.3.1.1.3 The chairperson for all meetings of the Supervisory and Steering Board shall be selected by the Supervisory and Steering Board Members at the first meeting of the Supervisory and Steering Board. The first meeting of the Supervisory and Steering Board shall be chaired by the Project Coordinator.

6.3.1.1.4 The Parties agree to abide by all decisions of the Supervisory and Steering Board.

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 13.8.

6.3.1.2 Decisions

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

The following decisions shall be taken by the Supervisory and Steering Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Allocation of the "common pot" between the different Parties
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 4 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 5 (Identified Affiliated Entities)
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,

subject to such proposals and changes being within the limit of each Party's allocated share and activities as described in the Consortium Plan.

6.3.2 Executive Coordination Committee

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

6.3.2.1 Members

The Executive Coordination Committee shall consist of the Project Coordinator, the chairperson of the Supervisory and Steering Board, the head of the Project Office and all work package leaders (hereinafter Executive Coordination Committee Members).

The Project Coordinator shall chair all meetings of the Executive Coordination Committee.

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

6.3.2.3.1 The Executive Coordination Committee shall prepare the meetings, propose decisions and prepare the agenda of the Supervisory and Steering Board according to Section 6.3.1.2.

6.3.2.3.2 The Executive Coordination Committee shall seek a consensus among the Parties.

6.3.2.3.3 The Executive Coordination Committee shall be responsible for the proper execution and implementation of the decisions of the Supervisory and Steering Board.

6.3.2.3.4 The Executive Coordination Committee shall monitor the effective and efficient implementation of the Project.
6.3.2.3.5 In addition, the Executive Coordination Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the Supervisory and Steering Board.

6.3.2.3.6 The Executive Coordination Committee shall:
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29
- coordinate the execution of all work packages
- assist the Parties in their recruitment of the Early Stage Researchers.

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

6.4 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 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
- arranging any necessary amendments to the Grant Agreement, as proposed by the Supervisory and Steering Board in accordance with Sections 6.2.3.4 and 6.3.1.2, with the Funding Authority
- organising a mid-term review meeting between the Parties and the Funding Authority before the deadline for the submission of the report for the Project reporting period 1 (RP1).

If one or more of the Parties is/are 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 Supervisory and Steering Board may propose to the Funding Authority to change the Coordinator.

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

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

6.5 The Coordinator shall be supported by its staff to assist in the administration of the Project.
Section 7: Financial provisions

7.1 General Principles

7.1.0 Availability of Funds

Notwithstanding Section 7.1.1 below and the Consortium Plan, each Party shall ensure that it has at all times the necessary funds available to fulfil its obligations under the Grant Agreement and this Consortium Agreement.

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Return of excess payments; receipts

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

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

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

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

7.3 Payments

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

In particular, the Coordinator shall:

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

With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2 The payment schedule, which contains the transfer of pre-financing, interim payment(s), final payment and reimbursement of the guarantee fund to the Parties, will be handled according to the following:

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

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

The Coordinator is entitled to recover any advanced payments already paid to a Defaulting Party. The Coordinator is entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.
7.3.3 The Consortium agrees to distribute the budget as follows:

Each Party will receive the following unit costs per month/per recruited ESR:

- Living allowance (3110 € x country correction coefficient)
- Mobility allowance (600€)
- Family allowance for ESRs with family (500 €)

For research, training and networking costs, the unit cost per month/per recruited ESR is 1800 €. Out of this unit cost:

- Each Party will receive 1170 € for Project activities.
- The remaining 630 € will be held in a central "common pot" to cover the costs of Parties and Partner Organisations for organising workshops, conferences, training events and annual meetings. According to the decisions by the Supervisory and Steering Board, the Coordinator will manage the common pot and will reimburse out of this common pot the actual expenses incurred by the Parties and Partner Organisations in accordance with Annex 1 of the Grant Agreement. The payments from the common pot will be included in the distribution of the interim and final payments. During the Project, the Coordinator will report to the Supervisory and Steering Board on the use of the common pot. At the end of the Project, any unused funds from the common pot will be returned to the Parties as part of their research, training and networking budget.

For Management and indirect costs, the unit cost per month/per recruited ESR is 1200 €. Out of this unit cost:

- Each Party will receive 600 € per month/per recruited ESR.
- The Coordinator will retain 600 € per month/per recruited ESR to cover the costs of the day-to-day management of the consortium.
Section 8: Results

8.1 Ownership of Results
Results are owned by the Party that generates them.

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

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities, including educational and teaching 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.

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

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

8.3.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (4) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.3.3 The transferring Party shall, however, 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 (4) after signature of this Agreement requires a decision of the Supervisory and Steering Board.

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

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

8.4 Dissemination
8.4.1 Nothing in this Section 8.4 has an impact on the confidentiality obligations set out in Section 10.
8.4.2 Dissemination of own Results

8.4.2.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties 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 14 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 7 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2 An objection is justified if

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

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

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

The objecting Party can request a publication delay of not more than 30 calendar days from the time it raises such an objection. After 30 calendar days the publication is permitted.

8.4.3 Dissemination of another Party’s unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.
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 Supervisory and Steering Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

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

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

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

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

9.4.3 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.

9.4.4 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.6.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for Affiliated Entities

Affiliated Entities shall have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4 if they are identified in Attachment 5 (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 5. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights shall in return fulfill 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 Access Rights for Parties entering or leaving the consortium

9.6.1 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.
9.6.2 Parties leaving the consortium

9.6.2.1 Access Rights granted to a leaving Party

9.6.2.1.1 Defaulting Party

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

9.6.2.1.2 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 9.4.4.

9.6.2.2 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.

9.7 Specific Provisions for Access Rights to Software

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 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 Recipients comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
   - the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
   - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
   - the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
   - the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
   - the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
   - the Confidential Information was already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
Section 11: Appointment of ESRs and Secondments

11.1 Subject to Article 11.2 each Party shall be solely responsible for the ESRs appointed by it under the project, and it shall ensure that its ESRs participate in the Project activities, in particular in all Project training events. Each Party shall appoint competent ESRs to perform the project work. Each Party shall be responsible for ensuring that the ESRs participating in the project enter into a written contract with it and that the title and ownership of the Intellectual Property Rights relating to the Results will be vested in the Party concerned and that the ESRs comply with the confidentiality obligations defined in this Consortium Agreement.

11.2 In case an ESR appointed by one Party temporarily carries out work under this Consortium Agreement on the premises of another Party or of a Partner Organisation (Secondment), the following provisions shall apply:
   (a) The ESRs seconded shall be subject to all regulations, including, in particular safety regulations, applicable on the site of the Party or Partner Organisation where they are seconded to.

   (b) The ESRs seconded by a Party to another Party or Partner Organisation shall remain employees of the Party having seconded them and such Party, as employer, shall bear exclusive responsibility for the payment of salary and shall ensure that the ESR has adequate social security and insurance, including Third Party liability insurance and health insurance.

   (c) Unless otherwise agreed by the Parties concerned, Results generated by an ESR seconded by a Party to another Party or Partner Organisation shall be owned by the Party having seconded the ESR.

11.3 Any Secondment under the Project shall be carried out in accordance with Annex 1 of the Grant Agreement, decisions taken by the Supervisory and Steering Board under this Consortium Agreement, and with Sections 8, 9, 10 and 11 of this Consortium Agreement.

Section 12: Import/Export Licenses

Each Party shall be solely responsible for obtaining, if applicable, the necessary import and export licences from the relevant national authority in its territory, for its activities under this Project, in compliance with Article 34 of the Grant Agreement.
Section 13: Miscellaneous

13.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1 (Background included)
- Attachment 2 (Project budget distribution table)
- Attachment 3 (Accession document)
- Attachment 4 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Attachment 5 (Identified Affiliated Entities)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

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

13.2 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.

13.3 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 that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

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

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.
13.4 Assignment and amendments
Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

13.5 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.

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

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

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

13.8 Settlement of disputes
The Parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally and exclusively 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 14: Signatures

AS WITNESS:
The Parties have caused the Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.
<table>
<thead>
<tr>
<th>Name:</th>
<th>Frédéric Bordry</th>
</tr>
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<tbody>
<tr>
<td>Title:</td>
<td>Director for Accelerators and Technology</td>
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<td>Signature:</td>
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<td>Date:</td>
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<tr>
<td><strong>Name:</strong></td>
<td>Klaus Schlenga</td>
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<td><strong>Title:</strong></td>
<td>Managing Director</td>
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<td><strong>Signature:</strong></td>
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<td><strong>Date:</strong></td>
<td>October 3rd, 2017</td>
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<tr>
<td>Name:</td>
<td>Vincent Berger</td>
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<tr>
<td>Title:</td>
<td>Director of Fundamental Research</td>
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<td>Signature:</td>
<td>Vincent BERGER</td>
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<td></td>
<td>Directeur de la recherche fondamentale</td>
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<td>Name:</td>
<td>Carlo Ferdeghini</td>
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Horizon 2020 EASITrain MSC ITN Consortium Agreement
<table>
<thead>
<tr>
<th>Name:</th>
<th>Giovanni Grasso</th>
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<tr>
<td>Title:</td>
<td>Procuratore Speciale</td>
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<td>Signature:</td>
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<tr>
<th>Name:</th>
<th>Emanuele Lertora</th>
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</table>
| Signature: | Thomas Frederking  
Executive Director Finance and Administration |
| Date: | 07. SEP. 2017 |
| Name: |  |
| Title: |  |
| Signature: | Dr. Antje Niemann  
Leiterin des Büros der Geschäftsführung |
<p>| Date: | 07. SEP. 2017 |</p>
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<th>I-CUBE Research</th>
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<td><strong>Istituto Nazionale di Fisica Nucleare (INFN)</strong></td>
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<tr>
<td><strong>Name:</strong> Diego Bettoni</td>
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<tr>
<td><strong>Title:</strong> Director of the Legnaro National Laboratory</td>
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<td><strong>Signature:</strong></td>
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<td>Date</td>
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</table>
**Universität Stuttgart**

<table>
<thead>
<tr>
<th>Name</th>
<th>Bettina Buhlmann</th>
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<tr>
<td>Title</td>
<td>Kanzler</td>
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<td>Signature</td>
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<tr>
<td>Date</td>
<td>24. Aug. 2017</td>
</tr>
<tr>
<td>Name:</td>
<td>Nikolaus Franke</td>
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<td>----------------------------------</td>
</tr>
<tr>
<td>Title:</td>
<td>Head of the Institute for Entrepreneurship and Innovation</td>
</tr>
<tr>
<td>Signature:</td>
<td>![Signature Image]</td>
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<tr>
<td>Date:</td>
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</table>
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.

CERN

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

<table>
<thead>
<tr>
<th>Describe Background</th>
<th>Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)</th>
<th>Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Techniques for measuring material properties at cryogenic temperatures.</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
<tr>
<td>Access to cryogenic infrastructures, SRF cavity testing including surface preparation, clean room assembly and RF test, custom-made facilities and expertise for the characterization of materials for their compatibility with the accelerator vacuum environment (e.g. SEY, outgassing).</td>
<td></td>
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<tr>
<td>Coating of thin films for a large variety of accelerator applications, in particular superconducting thin films of Nb and Nb3Sn.</td>
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</table>

This represents the status at the time of signature of this Consortium Agreement.
**Bruker HTS GmbH**

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

<table>
<thead>
<tr>
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<th>Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise in industrial technology of HTS coated tapes, up to 600m long, for high</td>
<td>Access to protected IPs, within the framework of this Consortium Agreement, will be provided with exception of some specific areas of know-how: some groups of process parameters and some specific constructive features of production equipment. No restrictions apply to characterization techniques.</td>
<td>Access to protected IPs will be provided with exception of some specific areas of know-how: some groups of process parameters and some specific constructive features of production equipment. No restrictions apply to characterization techniques.</td>
</tr>
<tr>
<td>field applications, including: polishing of substrate tapes, deposition of bi-axially</td>
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<td>textured buffer layers, deposition of CeO2 buffer cap layer, pulsed laser deposition of</td>
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<tr>
<td>HTS layers, metallization of long tapes, quality control across the manufacturing chain,</td>
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<tr>
<td>measurements of critical current in long tapes via different methods including in-field</td>
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<tr>
<td>characterization, investigation of quench nucleation in HTS coated conductors.</td>
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</table>

This represents the status at the time of signature of this Consortium Agreement.
Commissariat à l’Energie Atomique et aux Energies Alternatives (CEA)

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

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</tr>
</thead>
<tbody>
<tr>
<td>• Techniques for measuring heat transfer, pressure, temperature and mass flow at liquid helium temperature</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
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<tr>
<td>• Techniques for measuring the electrical properties of superconducting material</td>
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<tr>
<td>• Techniques for measuring mechanical and thermal properties of materials at cryogenic temperatures</td>
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<tr>
<td>• Access to material surface characterization facilities</td>
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<td>• Access to pressure, temperature and mass flow calibration facilities at room and cryogenics temperature</td>
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<tr>
<td>• Access to cryogenic infrastructure and facilities: pressurized superfluid helium bath, He refrigerator up to 400W at 1.8K, large-scale multi-purpose cryostats</td>
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<td>• Expertise in cryogenic cooling and process cycle for Helium and other gas</td>
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<tr>
<td>• Modelling tools for cryogenic cooling distribution and production: Simcryogenics(^\circ) library for MATLAB-Simulink-Simscape</td>
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</table>

This represents the status at the time of signature of this Consortium Agreement.
Consiglio Nazionale delle Ricerche (CNR)

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

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<tbody>
<tr>
<td>Expertise in preparation of superconducting materials: Fe-based and Bi-2212 superconducting wires for high field applications Ti-based high temperature superconductor coatings for high field, high frequency applications Fe-based superconducting films and coated conductors with built-in-house metallic textured substrates Access to laboratories equipped with instrumentation for the entire production process, going from rolling and drawing machines for cold deformation to thin film deposition systems passing through specific labs for bulks and powders preparation. Expertise in advanced thermal and electrical characterization of superconductors including the analysis of their basic properties. Expertise on the study of the electromagnetic granulometry, vortex dynamics and pinning mechanism through experimental investigation of magnetization in bulks and</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
</tbody>
</table>
thin films both in AC and DC regime.

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**Columbus Superconductors SpA SRL**

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</thead>
<tbody>
<tr>
<td>Expertise in production and characterization of superconducting materials, in particular in the production of MgB2 wires; precursor powders characterization; synthesis of MgB2 and doping methods. Skills in design and manufacturing of superconducting magnets. List of IP owned by Columbus and brought into the project: continuous brazing system and brazing process, application number: US201415029233 20141016 Method for the production of superconductors, application number: WO2016IB50425 20160128 Process for the production of mgb2 superconductors and apparatus to implement the process, application number: WO2015IB59617 20151215</td>
<td>Access to protected IPs will be provided with exception of some specific areas of know-how: some groups of process parameters and some specific constructive features of production equipment. No restrictions apply to characterization techniques.</td>
<td>Access to protected IPs will be provided with exception of some specific areas of know-how: some groups of process parameters and some specific constructive features of production equipment. No restrictions apply to characterization techniques.</td>
</tr>
<tr>
<td>Superconducting composite wire made from magnesium diboride, application number: AU20120201062 20120223</td>
<td></td>
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</tr>
<tr>
<td>Superconducting composite wire made from magnesium diboride, application number: NZ20040552645 20040730</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superconducting composite wire made from magnesium diboride, application number: WO2004IT00437 20040730</td>
<td></td>
<td></td>
</tr>
</tbody>
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Helmholtz Zentrum Berlin für Materialien und Energie (HZB)

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<tbody>
<tr>
<td>Superconducting sample testing for radiofrequency applications: critical field measurements, penetration depth measurements, access to surface preparation and assembly techniques for radio-frequency testing. Horizontal and vertical superconducting radiofrequency cavity testing.</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
</tbody>
</table>

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I-CUBE Research

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</thead>
<tbody>
<tr>
<td>Development and validation of SRF cavities fabrication by high-velocity Electro-Hydraulic Forming (EHF) technology for OFE copper structures as substrate for superconducting coating and bulk superconducting niobium: Characterization of mechanical properties of</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
<tr>
<td>OFE Cu and Nb (fine and large grain) at High Strain Rates (I-CUBE &amp; CERN).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Characterization of material behaviour by electromagnetic expansion and the speed of deformation measuring by using a Photon Doppler Velocimeter (PDV) at I-CUBE.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Determination of forming limits at high strain rates of EHF for OFE Cu and Nb (fine and large grain) at I-CUBE.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of the mechanical behaviour of OFE Cu and Nb (fine and large grain) at high strain-rates via viscoplastic constitutive models (I-CUBE).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Characterisation by electron microscopy (SEM, TEM) (I-CUBE &amp; CERN).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analysis of EHF impacts on the Residual Resistivity Ratio (RRR) under cryogenic conditions (I-CUBE &amp; CERN).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analysis of the mechanical properties after EHF in the entire temperature range from 300 K to 4 K.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Characterization of surface properties after EHF: damaged layer on the RF surface of the shaped cavities, roughness, contaminations (I-CUBE &amp; CERN).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Horizon 2020 EASITrain MSC ITN Consortium Agreement

| Optimisation of EHF process parameters and tooling in order to reduce the dimensions of the sheet blanks used. |  |
| Use of EHF as a forming technology for the fabrication of seamless cavities (mono and multi-cell 800 MHz in OFE Cu & Nb and mono-cell 400 MHz in OFE Cu). |  |
| Comparison of EHF to conventional forming methods along different figures of merit: springback, accuracy, reproducibility, RF surface roughness, damaged layer, complexity of set-up, equipment, cost model, etc. (I-CUBE & CERN). |  |

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**Istituto Nazionale di Fisica Nucleare (INFN)**

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</thead>
<tbody>
<tr>
<td>Techniques for deposition of superconducting thin films, notably the creation of Nb coatings.</td>
<td>Provisioning of seamless copper resonating cavities for the purpose of coating without access to the pre-existing knowledge on fabricating such devices.</td>
<td>Access to protected IP concerning the fabrication of seamless copper resonating cavities is not provided within the scope of this project.</td>
</tr>
<tr>
<td>Production of superconducting thin films on Cu substrate using magnetron sputtering.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access to laboratories for the creation of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>superconducting thin film coatings and their characterisation</td>
<td></td>
<td></td>
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<tr>
<td>-------------------------------------------------------------</td>
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</tbody>
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Technische Universität Dresden

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<tbody>
<tr>
<td>Handling and use of various cryogenic fluids.</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
<tr>
<td>Cryogenic refrigeration cycles, design and calculation of these dedicated experience and knowledge in compressor technology.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Components for cryogenic cooling cycles (heat exchangers, compressors, purifiers, expanders, valves, adsorbers, cold boxes, transfer lines) and their characteristics.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge in optimization of cryogenic system components and systems.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge and experience in respective experimental methods and test equipment.</td>
<td></td>
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Technische Universität Wien

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</thead>
<tbody>
<tr>
<td>Expertise in the characterization of superconductors through a large variety of resistive and magnetization techniques, in particular scanning probe techniques.</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
<tr>
<td>Expertise in characterization of microstructure of materials with structural characterization facilities by TEM, SEM, FIB.</td>
<td></td>
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<tr>
<td>Access to material irradiation facilities through the TRIGA reactor.</td>
<td></td>
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</tr>
<tr>
<td>Knowledge on the radiation effects on superconductors and superconducting magnets, including insulators.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge on fundamental behaviour and composition of superconducting materials and flux pinning.</td>
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Universität Siegen

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<tbody>
<tr>
<td>Nb3Sn/NbN coating of flat samples using magnetron sputtering.</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
<tr>
<td>Materials characterization utilizing SEM, EDX, nanoindentation, XRD, FIB, TEM, XPS, and SIMS.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coin-shaped substrate surface preparation (polishing, dry/wet etching).</td>
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Universität Stuttgart

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<tbody>
<tr>
<td>Expertise in the aerothermodynamic design of thermal turbomachines (compressors, turbines). Expertise in aeromechanical analyses (flutter, forced response, other types of unsteady phenomena). Expertise in the conceiving, designing, building, commissioning and operating of turbomachinery test facilities including relevant measurement</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
</tbody>
</table>
techniques. Expertise in the acquisition and post-processing of test data for validation purposes. Expertise in specialized measurement techniques for use in gaseous flows and non-equilibrium two-phase flows.

Expertise in the development of computerized educational material.

Access to an international network of academic institutes, research institutes and companies working in the field of thermal turbomachinery.

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Wirtschaftsuniversität Wien

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</tr>
</thead>
<tbody>
<tr>
<td>Expertise in the fields of Entrepreneurship, Innovation and Technology Management,</td>
<td>None within the framework of this project.</td>
<td>None within the framework of this project.</td>
</tr>
<tr>
<td>Technological Competence Leveraging, as well as Business Planning and Business</td>
<td></td>
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<tr>
<td>Modelling.</td>
<td></td>
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</tr>
<tr>
<td>Access to a network of +200 organizations (start-ups, multinationals, research</td>
<td></td>
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</tr>
<tr>
<td>organizations like Fraunhofer and Joanneum Research, universities) from the USA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Europe.</td>
<td></td>
<td></td>
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<tr>
<td>Access to market studies and commercial as well as academic databases containing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>industry specific / scientific insights relevant to the valorization of technologies.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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The image contains a table with multiple rows and columns, which appears to be a financial or budget-related document. The table includes various entries and figures, likely detailing financial transactions or budget allocations. The table's structure suggests it may be related to project management or financial planning, given the presence of columns that might indicate dates, amounts, or other financial metrics.

Unfortunately, without clearer visibility or a more detailed view of the table's contents, it's challenging to provide specific details about its data or purpose.

Additionally, there appears to be a reference to a Horizon 2020 project, possibly indicating a European Union initiative, and the term "Cassinii" which could refer to the Cassini-Huygens mission, a joint project by NASA, ESA, and the Italian Space Agency.

Due to the layout and quality of the image, a more precise transcription or analysis of the table's content is not possible.
Attachment 3: 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 4: List of Third Parties for simplified transfer according to Section 8.3.2.

The Project does not include Third Parties.
Attachment 5: Identified Affiliated Entities according to Section 9.5

This project does not include Affiliated Entities.