

# CONSORTIUM AGREEMENT

for the HORIZON 2020  
Research and Innovation Staff Exchanges (RISE) project

PROJECT ACRONYM

**TransFerr**

Grant Agreement NUMBER

**778070 – TransFerr – H2020-MSCA-RISE-2017**

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## **CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as "Rules for Participation"), and the European Commission Model Grant Agreement for MARIE SKŁODOWSKA-CURIE RESEARCH AND INNOVATION STAFF EXCHANGE (MSC-RISE — MULTI) and its Annexes,

and is made on ....., hereinafter referred to as the Effective Date

### **BETWEEN:**

INSTYTUT NISKICH TEMPERATUR I BADAN STRUKTURALNYCH IM. WŁODZIMIERZA TRZEBIATOWSKIEGO POLSKIEJ AKADEMII NAUK (ILTSR PAS), the **Coordinator**

**and**

VILNIAUS UNIVERSITETAS (VU),

**and**

UNIVERSIDADE DE AVEIRO (UA),

**and**

HELMHOLTZ-ZENTRUM GEESTHACHT ZENTRUM FUER MATERIAL- UND KUESTENFORSCHUNG GMBH (HZG),

**and**

INSTITUTE OF PHYSICS OF NATIONAL ACADEMY OF SCIENCE OF UKRAINE (IOP),

**and**

NANOCERAMICS SPOLKA AKCYJNA (NC)

hereinafter, jointly or individually, and in accordance with the Grant Agreement, referred to as "Beneficiaries" or "Beneficiary",

**and**

FRANCISK SKORINA GOMEL STATE UNIVERSITY (FSGSU),

**and**

SSPA SCIENTIFIC AND PRACTICAL MATERIALS RESEARCH CENTRE OF NAS OF BELARUS (SPMRC)

hereinafter, in accordance with the Grant Agreement, referred to as "Partner Organisation";

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

relating to the Action entitled

**Transition metal oxides with metastable phases: a way towards superior ferroic properties**

in short

**TransFerr**

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, including its Annexes, to be signed by the Beneficiaries and the Funding Authority (hereinafter "Grant Agreement");

The Parties are aware that this Consortium Agreement is based upon the DESCA Horizon 2020 model consortium agreement;

The Beneficiaries are receiving support from the Funding Authority for the Project as detailed in the Grant Agreement. The Partner Organisations acknowledge that they have received a draft of the Grant Agreement and will receive a copy of the Grant Agreement as soon as is signed.

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**

"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 (DoA) as first described in Annex 1 to the Grant Agreement and the related agreed budget as first defined in Annex 2 to the Grant Agreement and which may be updated by the Supervisory Board.

"Funding Authority"

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

"Defaulting Party"

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

"Needed"

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Software”

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

## **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.

After prior approval of the Supervisory Board, 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 and the Grant Agreement.

If the Grant Agreement

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

or if a Beneficiary'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 and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

## **Section 4: Responsibilities of Parties**

### **4.1 General principles**

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfill, 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.

Notwithstanding the generality of the foregoing, Partner Organisations shall comply with all provisions of the Grant Agreement as if they were a party thereto in so far as they relate and apply to any work to be undertaken by the Partner Organisations under this Agreement and which may affect the Partner Organisations performance under the Grant Agreement, including but not limited to provisions of confidentiality and conflicts of interest and the performance obligations detailed within the Grant Agreement. This is a requirement for participation in the Project.

### **4.2 Breach**

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

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

### **4.3 Involvement of third parties**

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

## **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, gross negligence 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 the Consortium Budget (Annex 2 to the Grant Agreement) provided such damage was not caused by a wilful act, gross negligence or by a breach of confidentiality.

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 under this Consortium Agreement or the Grant Agreement.

## 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 Supervisory Board 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 Supervisory Board.

## 5.5 Own responsibility

Each Party undertakes to perform its work and obligations under this Consortium Agreement at its own risk and under its sole liability.

# Section 6: Governance structure

## 6.1 General structure

The Supervisory Board is the decision-making body of the consortium.

Executive Board assists the Supervisory Board and the Coordinator as listed in Section 6.5 of this Consortium Agreement

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

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

This does not prevent the Parties from exercising a veto according to Section 6.3.4 or submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

## 6.2 Key persons

The Supervisory Board shall consist of one representative of each Party (hereinafter referred to as "Key Person").



Each Key Person shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Consortium Agreement.

Initial Key Persons, that for important reasons might be changed within the Project duration, and their contact details are listed in Attachment 5.

### 6.3 Operational procedures for the Supervisory Board

#### 6.3.1 Representation in meetings

Any Key Person:

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

#### 6.3.2 Preparation and organisation of meetings

##### 6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the Supervisory Board at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Key Person.

##### 6.3.2.2 Notice of a meeting:

The chairperson shall give notice in writing of a meeting to each Key Person as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

##### 6.3.2.3 Sending the agenda:

The chairperson shall send each Key Person a written original agenda no later than 14 calendar days preceding the meeting.

##### 6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Key Persons must be identified as such on the agenda.

Any Key Person may add an item to the original agenda by written notification to all of the other Key Persons no later than 7 calendar days preceding the meeting.

6.3.2.5 During a meeting of the Supervisory Board the Key Persons present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6 Meetings of the Supervisory Board may also be held by teleconference or other telecommunication means.

6.3.2.7 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.5 of this Consortium Agreement.

6.3.2.8 Any decision may also be taken without a meeting if the chairperson circulates to all Key Persons a written document which is then signed by the defined majority of Key Persons (see Section 6.3.3 of this Consortium Agreement). Such document shall include the deadline for responses. If all Parties agree, also other communication means, such as online voting, may be used to take decisions. Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.3.4.4, no Key Person has sent an objection in writing to the

chairperson. The decisions will be binding after the chairperson sends to all Key Persons a written notification of this acceptance.

6.3.2.9 The Key Person of the Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise by the Supervisory Board.

### 6.3.3 Voting rules and quorum

6.3.3.1 The Supervisory Board shall not deliberate and decide validly unless 5 of its Key Persons are present or represented (quorum).

6.3.3.2 Each Key Person shall have one vote.

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

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

### 6.3.4 Veto rights

6.3.4.1 A Key Person 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 Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.3.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Key Person may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are received.

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

6.3.4.5 In case of exercise of veto, the Key Persons shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Key Persons.

6.3.4.6 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.

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

### 6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/She shall send draft minutes to all Key Persons within 15 calendar days of the meeting.



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

6.3.5.3 The chairperson shall send the accepted minutes to all the Key Persons of the Supervisory Board, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

#### 6.3.6 Decisions of the Supervisory Board

The Supervisory Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Supervisory Board:

Content, organization, finances and intellectual property rights:

- Establishment of the information and document communication system adopted by the Parties
- 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)
- Additions to Attachment 3 (List of Third Parties for simplified transfer)
- Additions to Attachment 4 (Identified Affiliated Entities)
- Establishment of the strategy for the dissemination and exploitation of the Results ensuring protection of the Intellectual Property right
- Approving the calendar of events related to the Project

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

In the case of abolished tasks as a result of a decision of the Supervisory Board, Key Persons shall rearrange the tasks 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 Key Persons and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Funding Authority
- preparing the kick-off meeting, proposing dates for other meetings, proposing decisions and preparing the agenda of Supervisory Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- 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 Supervisory 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.

6.4.6 The Coordinator will nominate a Project Manager (that might be at the same time the Key Person of the Coordinator) and present him/her to the Supervisory Board. The Project Manager, and/or staff members nominated by him/her for specific tasks realization, will be responsible for the Coordinator's work and in particular, for:

- monitoring compliance by the Parties with their obligations
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Funding Authority
- proposing decisions for the kick-off meeting and Supervisory Board meetings
- proposing modifications in the matters concerning the Project schedule or division of tasks and present them to the Supervisory Board if the Project is implemented not according to the project plan
- transmitting documents and information connected with the Project to any other Parties concerned
- 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
- ensuring that clear and effective coordination strategy exists between staff members and management bodies
- identifying, assessing, and controlling of risks throughout the duration of the Project..

## 6.5 Executive Board

The Executive Board shall be approved by the Supervisory Board and it shall assist and facilitate the work of the Coordinator for executing the decisions of the Supervisory Board as well as the day-to-day management of the Project.

The Executive Board consists of a Research Manager, Work Package Leaders, and Administration Officers.

The Research Manager shall be proposed by the Project Manager and nominated by the Supervisory Board. He/She will closely collaborate with the Coordinator and will be responsible for monitoring and reporting to the Coordinator of research progress by following and updating the project indicators and identification of possible problems or delays.

The Work Package Leaders shall be nominated by lead beneficiary of each Work Package and presented to the Supervisory Board. Work Package Leaders will closely collaborate with the Research Manager and will be responsible for managing and reporting to the Research Manager on the research performed according to the Work Packages' tasks.

The Administration Officers will be nominated by each Party to help the Key Persons and the Coordinator with the local administrative and financial management.

Initial Administration Officers members, that might be changed within the Project duration, and their contact details are listed in Attachment 5.

#### 6.6 Staff members

All staff members should be informed by Key Persons about the rules and regulations, including this Consortium Agreement, within the Project.

Seconded staff members are obliged to send the Coordinator a report no later than 30 calendar days after returning from the secondment. The report template to be filled and send to the Coordinator is presented in Attachment 6. Other forms of the report, that contain information as listed in Attachment 6, are also acceptable.

#### 6.7 Risk Management Strategy

The Project Manager together with Key Persons will continually identify, assess, and control risks throughout the duration of the Project. Project Manager will create the Risk Register Table according to the DoA.

The Key Persons are obliged to identify and report (Attachment 7) to the Project Manager any risk or problem that occur throughout the Project duration without undue delay. They will also propose the type of action to be taken by a Party or the Consortium.

The Project Manager or, when the conferring is necessary, the Supervisory Board will approve the action proposed by the Key Person or will make a decision of other action to be taken to solve the problem.

### **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 in Sections 7.3. and 7.4.

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 Beneficiary 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 Beneficiary 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 implements less exchange units (seconded staff member months) 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. Article 4.2 of the Grant Agreement may be applied upon decision of the Supervisory Board.

To ensure the payment by the Funding Authority, each secondment has to be registered by the respective Beneficiary via the Participant Portal within 20 days from the beginning of each secondment and has to clearly mention the duration and requested information on the seconded staff member.

The Beneficiaries must establish a 'Researcher Declaration' within 20 days of the secondment of each seconded staff member, which needs to be submitted to the REA in accordance with Article 19 of the Grant Agreement.

The Partner Organisations will support the Beneficiaries in delivery of needed information.

If the minimum period for a secondment of one month is reached, additional incomplete months will be paid as a pro-rata of 30 days.

Beneficiaries must be able to prove to the Funding Authority or auditors at any time:

- The exact dates and location of the secondment
- Full-time work of the seconded staff members on the project during the secondment
- Compliance with the Funding Authority's staff member eligibility rules

If the budget from one of the specific cost categories (Annex 2 to the Grant Agreement) is not used up completely for that purpose, the remaining budget may be used to cover expenses from another cost category.

Upon request, Partner Organisations shall provide the Beneficiaries with supporting documents regarding the use of the funds.

### 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 upon written request by the Coordinator.

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

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

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

## 7.2 Budgeting

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

### 7.3 Payments to Beneficiaries

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

In particular, the Coordinator shall:

- notify the Beneficiary 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 Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

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

Funding of costs included in the Consortium Budget (including the budget for Partner Organisations) will be paid to Beneficiaries 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 Beneficiary concerned.

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

### 7.4 Costs of Partner Organisations

The budget shares for Partner Organisations are included in the budget allocated to the respective Beneficiaries, which the Partner Organisations are seconding staff members to. The financial contribution for Partner Organisations shall not directly be transferred to the latter by the Coordinator, but the Coordinator shall transfer the financial contribution for the Partner Organisations to the Beneficiaries, which the Partner Organisations are seconding staff members to.

Payments or re-imbursements of costs of Partner Organisations for the Partner Organisations' staff member secondments shall be handled directly between the Beneficiary and the Partner Organisation concerned.

## 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:



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.

### 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 3 to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.3.3 The transferring Party shall, however, 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 Supervisory 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 For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

#### 8.4.2. Dissemination of own Results

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

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

8.4.2.2 An objection is justified if

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

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



- (a) 30 calendar days from the time it raises such an objection, provided that the information has been removed from the Publication, which caused the objection by the objecting Party.
- (b) 120 calendar days from the time it raises such an objection, if no agreement to overcome the objection could be concluded among the Parties concerned. After 120 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 which includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

### **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 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.

Each Party shall take appropriate measures to ensure that it can grant Access Rights and fulfill the obligations under this Consortium Agreement notwithstanding any rights of its employees, or any person it assigns or engages to perform its own work package for the Project.

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 twenty-four (24) months after the end of the Project or, in the case of Section 9.8.2.1.2, 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 Access rights for seconded staff members

According to Grant Agreement Article 25.5 and 31.6, the Parties must - on a royalty-free basis - give access to the seconded staff members to Background and Results necessary for their research and innovation activities under the action.

### 9.7 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.

### 9.8 Access Rights for Parties entering or leaving the consortium

#### 9.8.1 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.

#### 9.8.2 Parties leaving the consortium

##### 9.8.2.1 Access Rights granted to a leaving Party

###### 9.8.2.1.1 Defaulting Party

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

###### 9.8.2.1.2 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.

##### 9.8.2.2 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.

#### 9.9 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 2 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, as requested, all the Confidential Information disclosed to the Recipients, including all copies thereof, and to delete all the 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 complies with the confidentiality obligations herein with respect to such a copy as long as it is retained.

10.3 The Recipients shall be responsible for the fulfillment 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: Miscellaneous**

### **11.1 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)  
Attachment 2 (Accession document)  
Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)  
Attachment 4 (Identified Affiliated Entities)  
Attachment 5 Initial contact persons  
Attachment 6 Secondment Report  
Attachment 7 Risk Register

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

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

#### 11.2 No representation, partnership or agency

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

#### 11.3 Notices and other communication

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

##### Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.8.2.1.1, 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 notice that is delivered to the other party or parties by e-mail (using the addresses defined in Annex 5) will be deemed to be received on the next business day after sending or, if sent before 16.00 (receiver's local time), on the business day it was sent

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

#### 11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.6 require a separate written agreement to be signed between all Parties.

#### 11.5 Mandatory national law

The Parties recognize that at the time of signature of this Consortium Agreement, nothing in this Consortium Agreement requires a Party to breach any mandatory national law under which the Party is operating. To the extent any future mandatory law forbids or restricts any of the activities contemplated hereunder, the Parties agree to inform each other and discuss about the consequences thereof.

#### 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.



**INSTYTUT NISKICH TEMPERATUR I BADAŃ STRUKTURALNYCH IM. WŁODZIMIERZA  
TRZEBIATOWSKIEGO POLSKIEJ AKADEMII NAUK**

Andrzej Jeżowski – Head of Instytut Niskich Temperatur i Badań Strukturalnych im. Włodzimierza  
Trzebiatowskiego PAN

DYREKTOR INSTYTUTU

Signature .....

*Andrzej Jeżowski*  
prof. dr hab. Andrzej Jeżowski

Date .....

07.11.12



## VILNIAUS UNIVERSITETAS

/ Prof. Arturas Zukauskas – Rector of Vilniaus Universitetas

Vilniaus universiteto  
mokslų prorektorius  
prof. Rimantas Jankauskas



Signature .....

*R. Jankauskas*

Date .....

*05/10/2017*

**UNIVERSIDADE DE AVEIRO**

José Fernando Mendes – vice-rector

Signature .....



Date ..20.10.2014..



HELMHOLTZ-ZENTRUM GEESTHACHT ZENTRUM FUER MATERIAL- UND  
KUESTENFORSCHUNG GMBH

~~Prof. Wolfgang Kaysser — Director —~~

Signature ..... 

**ppa. Dr. T. Kleber-Janke**

~~Michael Ganß — Director —~~

**ppa. Kay Bern**

**Deputy Managing  
Director**

Signature ..... 

Date **27. SEP. 2017** .....

**Helmholtz-Zentrum Geesthacht**  
Zentrum für Material- und Küstenforschung GmbH

# INSTITUTE OF PHYSICS OF NATIONAL ACADEMY OF SCIENCE OF UKRAINE

Academician Leonid Yatsenko – Director of Institute of Physics of National Academy of Science of Ukraine



# NANOCERAMICS SPOLKA AKCYJNA

Pawel Gluchowski – CEO

PAWEŁ GŁUCHOWSKI  
PREZES ZARZĄDU

Signature .....

Date 27.10.2017

Nanoceramics S.A.  
ul. Okólna 2, 50-422 Wrocław, Polska  
tel: +48 71 395 4174  
mail: office@nanoceramics.pl  
NIP: 8992790043, REGON: 364393115



**FRANCISK SKORINA GOMEL STATE UNIVERSITY**


Sergei A. Khakhomov – Rector of F. Skorina Gomel State University

Signature .....



Vladimir Gaishun – Head of Optics Department

Signature .....



Date ...15.09.2017.....

**SSPA SCIENTIFIC AND PRACTICAL MATERIALS RESEARCH CENTRE OF NAS OF BELARUS**

Oleg Ignatenko – Vice-Director of Scientific and Practical Materials Research Centre of NAS of Belarus

Signature .....

Date .....



## **Attachment 1: Background included**

Background is generally defined according to the Grant Agreement, Article 24. Parties shall identify and agree on the specific Background for the Project. This is the purpose of this attachment.

**As to the Instytut Niskich Temperatur i Badan Strukturalnych im. Włodzimierza Trzebiatowskiego Polskiej Akademii Nauk,**

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

No data, know-how or information of Instytut Niskich Temperatur i Badan Strukturalnych PAN 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).

**As to the Vilniaus Universitetas,**

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

No data, know-how or information of Vilniaus Universitetas 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).

**As to the Universidade de Aveiro,**

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

No data, know-how or information of Universidade de Aveiro 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).

**As to the Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH,**

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

No data, know-how or information of Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH 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).

**As to the Institute of Physics of National Academy of Science of Ukraine,**

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

No data, know-how or information of Institute of Physics of NAS of Ukraine 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).

**As to the Nanoceramics Spolka Akcyjna,**

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

No data, know-how or information of Nanoceramics SA 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).

**As to the Francisk Skorina Gomel State University,**

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

No data, know-how or information of Francisk Skorina Gomel State University 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).

**As to the SSPA Scientific and Practical Materials Research Centre of NAS of Belarus,**

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

No data, know-how or information of SSPA Scientific and Practical Materials Research Centre of NAS of Belarus shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

## Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

**[Date and Place]**

**[INSERT NAME OF THE NEW PARTY]**

Signature(s)

Name(s)

Title(s)

**[Date and Place]**

**[INSERT NAME OF THE COORDINATOR]**

Signature(s)

Name(s)

Title(s)

**Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.**

1. Centrum Transferu Technologii INTech Sp. z o.o.  
ul. Okólna 2, 50-422 Wrocław, Poland  
Tel. +48 71 39 54 135  
E-mail: [info@ctt-intech.pl](mailto:info@ctt-intech.pl)

**Attachment 4: Identified Affiliated Entities according to Section 9.5**



## Attachment 5: Initial contact persons

<b>Institution</b>	<b>Key Person</b> Name / Address / Email / Phone / Fax	<b>Administrative Officer</b> Name / Address / Email / Phone / Fax
ILTSR PAS	Prof. Wiesław Stręk ul. Okólna 2, 50-422 Wrocław, Poland W.Stręk@int.pan.wroc.pl Tel. +48 71 39 54 177 Fax +48 71 34 41 029	Mrs. Joanna Świącicka ul. Okólna 2, 50-422 Wrocław, Poland J.Swiecicka@int.pan.wroc.pl Tel. +48 71 39 54 325
VU	Prof. Aivaras Kareiva Naugarduko St. 24, Vilnius, Lithuania Aivaras.Kareiva@chf.vu.lt Tel. +370 5 219 3110	Olga Opuchovič Naugarduko St. 24, Vilnius, Lithuania Olga.Opuchovic@chf.vu.lt Tel. +370 5 2193108
UA	Dr. Andrei Kholkin Physics Dept. & CICECO University of Aveiro, 3810-193 Aveiro, Portugal Kholkin@ua.pl Tel. +351 234 247025	Luisa Alexandra Varela Fernandes Sal Luisa.Fernandes@ua.pl
HZG	Prof. Mikhail Zheludkevich Mikhail.Zheludkevich@hzg.de Tel +49 4152 871988	Financial: Sabine Cramer Sabine.Cramer@hzg.de Tel +49 4152 871652  Legal, Administration: Dr. Hans-Jörg Isemer Hans-Joerg.Isemer@hzg.de Tel +49 4152 871661
IOP	Dr. Anna N. Morozovska, Prospect Nauky 46, 03028 Kyiv, Ukraine, Anna.N.Morozovska@gmail.com Tel. +38 (044) 525-27-00	Dr. Olena M. Fesenko, Prospect Nauky 46, 03028 Kyiv, Ukraine, Fesenko.Olena@gmail.com Fesenko@iop.kiev.ua Tel. +38 (044) 525-98-41
Nanoceramics	Dr. Paweł Głuchowski Okolna 2, 50-422 Wrocław, Poland P.Gluchowski@nanoceramics.pl Tel. +48 796080766	Dr. Paweł Głuchowski Okolna 2, 50-422 Wrocław, Poland P.Gluchowski@nanoceramics.pl Tel. +48 796080766
FSGSU	Dr. Vladimir Gaishun Sovetskaya st. 104 246019 Gomel, Belarus vgaishun@gsu.by Tel. +375 (232) 57 64 36	Dr. Vladimir Gaishun Sovetskaya st. 104 246019 Gomel, Belarus vgaishun@gsu.by Tel. +375 (232) 57 64 36
SPMRC	Dr. Dzmitry Karpinski 220072 P.Brovki 19, Minsk, Belarus Dmitry.Karpinsky@gmail.com tel. +375 29 710 12 69	Dr. Oleg Ignatenko 220072 P.Brovki 19, Minsk, Belarus ignatenkoov@yahoo.com tel. +375 29 389 58 74

## Attachment 6: Secondment Report

### Secondment confirmation

<b>Project</b>	TransFerr <i>Transition metal oxides with metastable phases: a way towards superior ferroic properties</i>
<b>Project Number</b>	778070
<b>Work Package Number and Title</b>	
<b>Host Name</b>	
<b>Fellow First and Last Name</b>	
<b>Fellow Profile</b> (ER, ESR, TECH, MNG or ADM)	
<b>Fellow work place</b>	

I undersigned certify that I worked [number of days] days in the period [starting date of the secondment until last date of the secondment]

Fellow

**Name:**

**Signature:**

**Date:**

Key Person of Host Institution Approval

**Name:**

**Signature:**

**Date:**

# Report

**Project: TransFerr, *Transition metal oxides with metastable phases:  
a way towards superior ferroic properties***

**Project Number:**

778070

**Work Package Number and Title:**

.....

**Fellow Name and Last Name .....**

**Date .....**

## I. Introduction

## II. Results / Work performed

## III. Results dissemination proposal and/or Project dissemination (promotion)

## Attachment 7: Risk Register

Project: 778070 – TransFerr

Risk Registered			
Date	Risk / Problem identified	Risk / Problem assessment	Plan for action to be taken
Key Person		Signature	
Approvals			
Date	Action to be taken		Project Manager signature