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Project Number: 813884

Project Acronym: Lowcomote

Project title: Training the Next Generation of Experts in Scalable Low-Code Engineering Platforms

CONSORTIUM AGREEMENT

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

This consortium agreement is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission H2020 Model Grant Agreement for Marie Skłodowska-Curie Innovative Training Networks (MSC-ITN-MULTI) and its Annexes, and is made on January 1st, 2019 , hereinafter referred to as the Effective Date.

BETWEEN:

Institut Mines-Télécom, a French public body governed by Decree of the French government n°2012-279 of 28 February 2012 modified by Decree of the French government n°2016-1527 of 14 November 2016, duly registered under French law under number 180 092 025 having its registered office 37-39 rue Dareau 75014 Paris, FRANCE,

Represented by its affiliate **Ecole Nationale Supérieure Mines-Télécom Atlantique Bretagne Pays de la Loire (IMT Atlantique)**, a French public body governed by the aforementioned Decrees and having its registered office Campus de Nantes, 4 rue Alfred Kastler, 44300 Nantes, FRANCE,

Represented by Anne Beauval, Vice-President of Ecole Nationale Supérieure Mines-Télécom Atlantique Bretagne Pays de la Loire,

Hereinafter referred to as “**IMT Atlantique**” and “**the Coordinator**”,

AND

University of York, a UK Higher Education Institution created by Royal Decree in 1963, regulated by the Office for Students, registered under UK law under Royal Charter Reference RC000679, having its registered offices at Heslington Hall, Heslington, YORK YO10 5DD, UNITED KINGDOM.

Represented by Emma Montgomery, Research Grants & Contracts Manager,

Hereinafter referred to as “**University of York**” and “**UY**”,

AND

Universidad Autónoma De Madrid, a Spanish state university created by Decreto-Ley 5/1968, approved by the Spanish Council of Ministers. The Universidad Autónoma de Madrid is a Spanish public university located in C/ Einstein, 3 Edificio rectorado Campus Cantoblanco, Madrid, SPAIN.

Represented by Dr. Jose Manuel González Sancho, Vice rector for Research,

Hereinafter referred to as “**Universidad Autónoma De Madrid**” and “**UAM**”,

AND

Università Degli Studi Dell'Aquila, established in Piazza Vincenzo Rivera 1, L AQUILA 67100, ITALY, VAT number: IT01021630668,

Represented by Prof. Edoardo Alesse, Rector of Università Degli Studi Dell'Aquila,

Hereinafter referred to as “**Università Degli Studi Dell'Aquila**” and “**UDA**”,

British Telecommunications Plc, established in Newgate street 81, LONDON EC1A 7AJ, UNITED KINGDOM, VAT number: GB245719348,

Represented by Graham Reeve, Head of Collaborative Programmes and Investment,

Hereinafter referred to as “**British Telecommunications Public Limit**” and “**BT**”,

AND

Intecs Solutions Spa, established in Via Giacomo Peroni 130, ROMA 00131, ITALY, VAT number: IT13411731006,

Represented by Massimo Micangeli, President,

Hereinafter referred to as “**Intecs Solutions Spa**” and “**INTECS**”,

AND

Uground Global SL, a Spanish SME with tax identification number B83379982 and registered office at MADRID, S/ Guzmán el Bueno 133, 8ª izquierda, 28003, SPAIN,

Represented by Mr. Alfonso Díez Rubio, with national identity card number 50.688.909-Z, acting in his capacity as Sole Administrator by virtue of the public deed granted on July 26th, 2002 before the notary of Madrid, Mr. Juan Jori Cardona, with number 585 of his protocol,

Hereinafter referred to as “**Uground**”,

AND

Clms (Uk) Limited, established in University Way Knowledge Dock Business Centre 4, LONDON E16 2RD, UNITED KINGDOM, VAT number: GB930359627,

Represented by Dr. Yannis Zorgios, Director,

Hereinafter referred to as “**CLMS**”,

AND

Incquery Labs Research And Development Ltd, a Hungarian SME Company registration number: 01-09-996038 tax number: HU24216182. Official address: Rákóczi ut 36., BUDAPEST, 1072,

Represented by CEOs of the company Ákos Horváth and Dr. István Zoltán Ráth

Hereinafter referred to as “**INCQUERY**” and “**INCQ**”,

AND

Johannes Kepler Universität Linz, Institut für Wirtschaftsinformatik – Software Engineering, established in Altenberger Strasse 69, Science Park 3, Zwischengeschoß ZA, 4040, LINZ, Austria, VAT number: ATU57515567,

Represented by Univ.-Prof. Mag. Dr. Manuel Wimmer, head of Institut für Wirtschaftsinformatik – Software Engineering,

Hereinafter referred to as “**JKU Linz**”,

HEREINAFTER, JOINTLY OR INDIVIDUALLY, REFERRED TO AS “Parties” OR “Party”.

Relating to the Action entitled: Training the Next Generation of Experts in Scalable Low-Code Engineering Platforms, in short: LOWCOMOTE.

Hereinafter referred to as “**Project**”.

WHEREAS:

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

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter “Grant Agreement”) under the funding scheme of “Marie Skłodowska-Curie Innovative Training Networks - ITN”.

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

Low-code development platforms (LCPD) are software development platforms on the Cloud, provided through a Platform-as a-Service model, which allow users to build completely operational applications by interacting through dynamic graphical user interfaces, visual diagrams and declarative languages. They address the need of non-programmers to develop personalised software, and focus on their domain expertise instead of implementation requirements.

Lowcomote Project will train a generation of experts that will upgrade the current trend of LCPDs to a new paradigm, Low-code Engineering Platforms (LCEPs). LCEPs will be open, allowing to integrate heterogeneous engineering tools, interoperable, allowing for cross-platform engineering, scalable, supporting very large engineering models and social networks of developers, smart, simplifying the development for citizen developers by machine learning and recommendation techniques. This will be achieved by injecting in LCDPs the theoretical and technical framework defined by recent research in Model Driven Engineering (MDE), augmented with Cloud Computing and Machine Learning techniques. This is possible today thanks to recent breakthroughs in scalability of MDE performed in the EC FP7 research project MONDO, led by Lowcomote partners.

The forty-eight (48) month Lowcomote Project will train the first European generation of skilled professionals in LCEPs. The fifteen (15) future scientists will benefit from an original training and research programme merging competencies and knowledge from five (5) highly recognised academic institutions beneficiaries. Co-supervision from both sectors is a promising process to facilitate agility of our future professionals between the academic and industrial world.

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 or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Access Rights” means rights to use Results or Background under the terms and conditions laid down in this Consortium Agreement, in accordance with Article 25 of the Grant Agreement, and as completed by any separate agreement signed between the concerned Parties.

“Affiliated Entity” shall have the meaning defined under Article 2.1 (2) of the Rules for Participation Regulation No 1290/2013, as specified under Article 25.4 of the Grant Agreement. Affiliated Entities at the date of signature of the Consortium Agreement are listed in Attachment 7.

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

“Consortium Agreement” means this Consortium Agreement and its attachments and these possible amendments.

“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 Executive Board.

“Coordinator” means the project coordinator, IMT Atlantique, as specified in article 6.4 of this Consortium Agreement.

“Defaulting Party” means a Party which the Executive 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.

“Early Stage Researcher” (ESR) is a postgraduate researcher in the first four (4) years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree. The ESR is recruited and employed under a separate agreement by a Party. The details of ESRs, their appointing institutions and their person-months are included in Annex I to the Grant Agreement.

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

"Grant Agreement" means the Grant Agreement, n° 813884, signed on August 30th, 2018 between the Research Executive Agency and the Parties.

"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 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 organisation that is not signatory of the Grant Agreement and does not employ any researcher within the Project. A Partner organisation provides additional training and host researchers during secondments.

The Partner Organisations are listed in section 4 of Annex I to the Grant Agreement.

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

"Software" 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 organization of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

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

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.

An entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator in accordance with the decision of the Executive Board and after having acceded to the Grant Agreement Form. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

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

- is not signed by the Funding Authority or a Party, or
- is terminated,
- or if a Party's participation in the Grant Agreement is terminated, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Executive 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 Obligations during Secondments

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

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

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

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

4.3 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

Executive Board will give formal notice to such Party requiring that such breach will be remedied within thirty (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 Executive 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.

4.4 Involvement of third parties

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

Furthermore, if a Partner Organisation is involved, the Coordinator ensures to have the Partner Organisations written Commitment in place (Attachment 3).

In the case of a secondment the respective partners shall agree and execute Secondment Agreement with the respective ESR.

4.5. ESR Recruitment notifications

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

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a willful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

Section 6: Governance structure

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

6.1 General structure

The Executive Board as the ultimate decision-making body of the consortium. The Executive Board will also be responsible for the successful performance of the project, the implementation of all objectives according to the project's timetable and for deciding about all management related issues.

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

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 Coordination Team assists the Supervisory Board and the Coordinator. The Coordination Team will also handle the day-to-day management of the MSCA ITN-ETN for both the administrative, legal and financial aspects.

The ESR Representative represents the ESRs at the Supervisory Board.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- should be represented at any meeting of such Consortium Body,
- may appoint a substitute or a proxy to attend and vote at any meeting,
- and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
Executive Board	At least once (1) a year. Parties already decide that the meetings will take place at M1,M5,M9,M14,M18,M22,M26,M30,M34,M38,M42,M45,M48.	At any time upon written request of the Supervisory Board or a third (1/3) of the Members of the Executive Board.
Supervisory Board	At least quarterly Parties already decide that the meetings will take place at M1,M5-6,M9,M18,M26,M34,M42,M45	At any time upon written request of any Member of the Supervisory Board.

6.2.2.2 Notice of a meeting:

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

	Ordinary meeting	Extraordinary meeting
Executive Board	Thirty (30) calendar days	Fifteen (15) calendar days
Supervisory Board	Fourteen (14) calendar days	Seven (7) calendar days

6.2.2.3 Sending the agenda:

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

Executive Board	Twenty-one (21) calendar days, ten (10) calendar days for an extraordinary meeting
Supervisory Board	Seven (7) calendar days

6.2.2.4 Adding agenda items:

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

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

Executive Board	Fourteen (14) calendar days, seven (7) calendar days for an extraordinary meeting
Supervisory Board	Two (2) calendar days

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

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3.) by all Members of the Consortium Body. Such document shall include the deadline for responses.

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

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

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

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within fifteen (15) calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of members are present or represented.

6.2.3.2 Each member of a Consortium Body present or represented in the meeting shall have one (1) vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 In the General Assembly, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast. In the Supervisory Board, decisions shall be taken by simple majority (50%+1) of the votes cast.

6.2.4 Veto rights

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

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

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

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

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

6.2.4.6 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. She / He shall send the draft minutes to all members within ten (10) calendar days of the meeting.

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

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Executive Board

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

6.3.1.1 Members

6.3.1.1.1 The Executive Board shall consist of one (1) representative of each Party (hereinafter Executive Board Member).

6.3.1.1.2 Each Executive 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 Coordinator shall chair all meetings of the Executive Board, unless decided otherwise in a meeting of the Executive Board.

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

6.3.1.2 Decisions

The Executive 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 Supervisory Board shall also be considered and decided upon by the Executive Board.

The following decisions shall be taken by the Executive Board:

Content, finances and intellectual property rights:

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority,
- Changes to the Consortium Plan,
- Modifications to Attachment 1 (Background Included) according to 9.1.2,
- Additions to Attachment 4 (List of Third Parties for simplified transfer according to Section 8.2.2),
- Additions to Attachment 5 (Identified Affiliated Entities)],
- Modifications to Attachment 6 (Consortium Plan Budget),
- Introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in 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.

Appointments

On the basis of the Grant Agreement, the appointment if necessary of: Supervisory Board members.

6.3.2 Supervisory Board

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

6.3.2.1 Members

The Supervisory Board shall consist of one (1) representative of each Party, one (1) representative of each Partner Organisation as listed in section 4 of the Annex I to the Grant Agreement, and two ESR as representative of the ESRs and may also include any other stakeholders of relevance to the training programme, including those from the non-academic sector appointed by the Executive Board (hereinafter Supervisory Members).

The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise by a majority of two-thirds (2/3).

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

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

6.3.2.3.2 The Supervisory Board shall seek a consensus among the Parties.

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

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

6.3.2.3.5 In addition, the Supervisory Board shall collect information at least every six (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 Executive Board.

6.3.2.3.6 The Supervisory Board shall:

- agree on the members of the Management Support Team, upon a proposal by the Coordinator,
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables,
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29,
- oversee the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training,
- ensure that the skills acquired by ESRs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the ESRs,
- establish an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, ESR and any stakeholders involved in the Project to maximize the benefits of the partnership,
- oversee the quality and quantity of supervision of the ESRs,
- review the training and research plan every six (6) months,
- evaluate and explore possible Intellectual Property commercial exploitation,
- set procedures for the dealing with cases of scientific misconduct.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the Executive Board, the Supervisory Board shall advise the Executive 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 (including financial statements and related certifications) and specific requested documents to the Funding Authority,

- transmitting documents and information connected with the Project to any other Parties concerned,
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3,
- providing, upon request, the Parties with official copies or originals of documents which 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.

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6.4.3 If the Coordinator fails in its coordination tasks, the Executive 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.

The coordinator will be assisted by the staff of IMT Atlantique to form a coordination team that will handle the day-to-day management of the MSCA ITN-ETN for both the administrative, legal and financial aspects.

6.5 The Coordination Team

The Coordination Team will handle the day-to-day management of the MSCA ITN-ETN for both the administrative, legal and financial aspects.

It will be in charge of preparing meetings and reporting minutes. It will ensure a good communication between the participants.

The Coordination Team will ensure a good monitoring of deliverables expected under the consortium. It will facilitate the link between the different academic and non-academic units involved in project (Research Departments, Human Resources department, ...).

The Coordination Team will meet on a bi-monthly basis or more frequently if required. Furthermore, the Coordination Team will bring support to the partner in charge of the dissemination to increase the impact and outreach through the creation and maintenance of the network's website, establishment of a visual identity via the creation of a logo for the Lowcomote ETN, semi-annual newsletter,

publishing and conference presentations, and public relations, in coordination with the Communications and Public Affairs Offices of the beneficiaries

6.6 ESR Representative

The ESR Representatives act on behalf of the ESRs at Supervisory Board level and is entitled to one (1) vote.

The two (2) representatives (one (1) man and one (1) woman) will be elected during the first network meeting once the recruitment phase over.

ESR Representatives are elected by and among the ESRs for a period of twelve (12) months by simple majority (50%+1). After such period, a new election will take place.

6.7 Specific provisions for employment of ESRs

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

The ESR and his/her supervisor are obliged to complete a Career Development Plan which defines the ESR's objectives over both the short and long term (Article 32.1.(I)).

Section 7: Financial provisions

7.1 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.

7.2 Payments

7.2.1 Payments to Parties are the exclusive tasks of the Coordinator. Optional payments to a Partner Organization are the exclusive task of the Party concerned.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references,
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts,
- undertake to keep the Community 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.

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

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

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

7.3. Distribution of Financial Contribution

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

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

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

A Partner Organization shall have no entitlement to any portion of the financial contribution provided by the Funding Authority unless separately agreed in writing with the Party concerned for the Partner organization's tasks carried out in accordance with the Consortium Plan.

7.3.1 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its implementation of 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 implementation of costs towards the Funding Authority.

7.3.2 Funding Principles

A Party which implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

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

Upon decision of the Executive Board, the EU contribution might be re-distributed among the Parties as per Article 6.3.1.2 and upon approval of the Funding Authority.

7.3.3 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.

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.

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

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

7.3.5 Allocation of Management and Overheads cost category

To enable a redistribution of funding to partners without unjustified delay, IMT Atlantique has agreed during the writing proposal process with the following financial arrangements.

7.3.5.1 Living, mobility and family allowance

During the project, beneficiaries will allocate entirely the living, mobility and family (if applicable) allowance to the ESR(s) recruited for the Lowcomote project. As a coordinator, IMT Atlantique will redistribute one hundred percent (100%) of the Researcher Unit Costs to each beneficiary.

7.3.5.2 Management and indirect costs

Beneficiaries agreed that thirty-three dot thirty-three percent (33.33%) of the “Management and indirect costs” (four hundred (400) euros per month per PhD recruited) will be allocated to the Coordinator to cover different aspects of management activities (recruitment and coverage of the management time of the coordination team).

As a consequence, eight hundred (800) euros per month per PhD recruited will be redistributed to the Parties (beneficiaries) to cover individual management and indirect costs.

Redistribution of thirty-three dot thirty-three percent (33.33%) of the Management and Indirect costs to the Coordinator will be used especially but not only for:

- Costs associated with the preparation of the reports and other documents required by the Funding Agency during the execution time of the project,
- Coverage of the coordinator’s coordination effort,
- Recruitment of the Project Manager,
- Maintenance of the Consortium Agreement,
- Grant agreement signature process.

The remaining Management and indirect costs (sixty-six dot sixty-seven percent (66.67%)), remaining at the disposal of each beneficiary will be used to cover, the overall legal, ethical, financial and administrative management for each of the beneficiaries and indirect costs of the project beneficiaries.

7.3.5.3 Research, training and networking costs

Beneficiaries agreed that thirty-three dot thirty-three percent (33.33%) of the "Research, Training and Networking costs" (six hundred (600) euros per month per PhD recruited) will be allocated to the Coordinator to constitute a collective budget that will cover expenses at the consortium level. Central budget that is left at the end of the project will be redistributed among the beneficiaries, according to their contribution and ESR allocation. As a consequence, one thousand two hundred (1200) euros per month per PhD recruited will be redistributed to partners (beneficiaries) to cover individual research, training and networking costs.

Redistribution of thirty-three dot thirty-three percent (33.33%) of the "Research, Training and Networking costs" to the coordinator will be used to cover collective expenses through a central budget.

List of (non exhaustive) activities/ actions covered by the central budget are:

- Meal expenses during the ten network events (ESRs and Scientific PIs),
- Hotel costs for ESRs during the ten network events,
- Visa costs for PhDs if needed,
- Training provided by BT,
- Any additional training and not provided by the participants,
- Maintenance costs of the website,
- Communication tools of Lowcomote (poster, flyers, etc...),
- Coverage costs for local DPO during the first year meetings,
- Travel costs of the Support Management team and coordinator for the midterm check,
- Travel/ meals/ hotel costs of the project manager during network events and consortium bodies meetings,
- Location of working room to host network events/ meetings if needed (better to use our own facilities if possible),
- Organization costs for workshops (M20, M24, M28), industrial workshop (M40), closing workshop (M48),
- Costs for partner organizations (accommodation, flight tickets, meals).

The sixty-six dot sixty-seven percent (66.67%) of the "Research, Training and Networking costs" remaining at the disposal of each beneficiary will be used to cover individual:

- Flight tickets of PhDs to go to the network events,
- Participation, flight ticket, tuition fees for conferences and dissemination activities for PhD(s) and supervisor(s),
- Hotel costs and flight tickets for supervisors during the network events,
- Consumables for PhDs,
- Flight tickets of PhDs to join their secondment location,
- Coverage of the accommodation for PhDs during the secondment period.

The withholding percentage of « Research, Training and Networking costs » funding the central budget can be reviewed after the first reporting period, based on a financial statement made by the Coordinator.

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 forty-five (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 (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 Executive 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 forty-five (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 one (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 twenty-one (21) 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 fifteen (15) 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 academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

8.4.2.3 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 ninety (90) calendar days from the time it raises such a justified objection. After ninety (90) calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.4.3 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 defense of any dissertation or thesis for a degree which includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.4.5 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.

8.5 Exclusive licenses

Where a Party wishes to grant an exclusive license to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within forty-five (45) calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such forty-five (45) calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party. The conditions of such an exclusive license shall be determined in a separate written agreement between the Parties concerned.

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 can propose to the Executive Board to modify its Background in Attachment 1 during the project.

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

9.2 General Principles

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

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

9.2.3 Access Rights needed for the performance of the work of a Party under the Project 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.

9.2.5 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.

9.2.6 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 under a separate agreement.

9.4.3 A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4. if they are identified in Attachment 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. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement prior to any use of the Background or Results by the Affiliated Entity.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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.

9.8.1 Definitions relating to Software

"Application Programming Interface" means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled Licence Terms" means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software licence that merely permits (→but does not require any of) the things mentioned in (a) to (c) is not a Controlled Licence (and so is an Uncontrolled Licence).

"Object Code" means software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

"Software Documentation" means software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a software programme.

"Source Code" means software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2. General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

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 Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the Executive Board to implement such introduction into the Consortium Plan.

9.8.3. Access to Software

Access Rights to Software which is Results shall comprise: Access to the Object Code; and, where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and, if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access to the Source Code, Access to the Source Code shall be granted, to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API which are Results for Exploitation, such Access shall, in addition to the Access for Exploitation described in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an unlimited number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service,
- to create for its own end-use interacting interoperable software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API which is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code which is Results for Exploitation, in accordance with Section 9.4, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.
Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code which is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

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 fifteen (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 five (5) 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 on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. 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.

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 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party,

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement,
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

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

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included),
- Attachment 2 (Accession document),
- Attachment 3 (Commitment of partner organization),
- Attachment 4 (List of Third Parties for simplified transfer according to Section 8.2.2.),
- Attachment 5 (Identified Affiliated Entities according to Section 9.5),
- Attachment 6 (Consortium Plan Budget).

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

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

11.2 No representation, partnership or agency

The legal nature of the Consortium body under this Consortium Agreement is a temporary group without personality. Accordingly, no stipulation of the Consortium Agreement may be interpreted as constituting any joint or several relationship between the Parties.

The Parties declare that the Consortium Body cannot be interpreted or considered to constitute an act of society, the *affectio societatis* is formally excluded.

No party may act as mandatary or agent of others and has the power to engage or create any commitment.

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

11.3 Notices and other communication

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

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

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

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

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

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.

IMT Atlantique

Name: Anne Beauval

Title: Vice-President

Date: 10/10/2019



University of York,

Name: Jennifer A. Gilmartin

EMMA MONTGOMERY

Titles: Acting Director, Research & Enterprise

Date:

Research Grants & Contracts Manager

University of York

04/11/19

Universidad Autónoma de Madrid
Name: Jose Manuel González Sancho
Title: Vice rector for Research
Date: 3 / 10 / 2019



Università Degli Studi Dell'Aquila

Name: Prof. Edoardo Alesse

Title: Rector of Università Degli Studi Dell'Aquila

Date: 23 OTT. 2019



British Telecommunications Plc

Name: Graham Reeve

Title: Head of Collaborative Programmes and Investment

Date:

8/10/2019

Graham P Reeve
Head of Collaborative Programme
British Telecommunications plc
Authorised Representative
Email: graham.p.reeve@bt.com
Tel: +44 7711196525

INTECS Solutions SPA

Name: Massimo Micangeli

Title: President

Date: 09.10.2019

Intecs Solutions S.p.A.

Il Presidente

Massimo Micangeli



Uground Global SL

Name: Alfonso Díez

Title: CEO

Date: 24-09-2019

UGROUND

UGROUND GLOBAL S.L
Calle Guzmán El Bueno 133
Edificio GERMANIA
4º Planta (Cuerpo alto).
28003 Madrid
B83379982

CLMS (Uk) Limited

Name: Dr. Yannis Zorgios

Title: Director

Date:

2/10/19

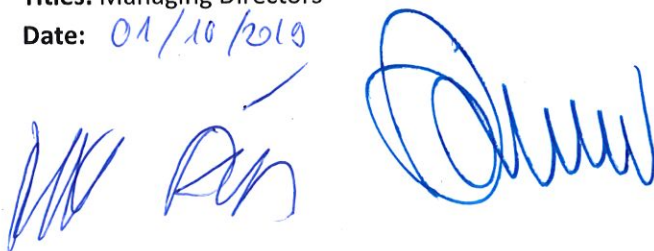


IncQuery Labs Research and Development Ltd

Names: Ákos Horváth, Dr. István Zoltán Ráth

Titles: Managing Directors

Date: 01/10/2019



IncQuery Labs Kutatás-Fejlesztési Kft.
1072 Budapest, Rákóczi út 36.
Adószám: 24216182-2-42/HU24216182
Cégjegyzékszám: 01-09-996038
www.incquerylabs.com

Johannes Kepler Universität Linz

Name: Univ.-Prof. Mag. Dr. Manuel Wimmer

Title: Head of Institut für Wirtschaftsinformatik – Software Engineering

Date:

8.10.



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.

IMT ATLANTIQUE

As to IMT Atlantique, it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project:

- Linguistic architecture;
- Cloud computing and virtualisation;
- Cloud computing and high-performance computing;
- Low-Code Engineering Repositories;
- Metamodelling.

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

UNIVERSITY OF YORK

As to University of York, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of University of York 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).

UNIVERSIDAD AUTÓNOMA DE MADRID

As to UAM, it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project:

- Model-driven engineering techniques;
- Domain Specific Languages;
- Machine learning;
- Recommender systems and information retrieval.

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

UNIVERSITÀ DEGLI STUDI DELL'AQUILA

As to UDA, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of UDA 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).

BRITISH TELECOMMUNICATIONS PLC

As to BT, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of BT 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).

INTECS SOLUTIONS SPA

As to INTECS, it is agreed between the parties that, to the best of their knowledge.

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
CHESS Toolset	Available under Eclipse Public License	The Eclipse Public License applies.
Data Manager Framework (DMF)	Available under Non Disclosure Agreement	

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

UGROUND

As to UGROUND, it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

- Linguistic architecture;
- Cloud computing and high-performance computing;
- Low-Code Engineering Repositories;
- Metamodelling.

CLMS

As to CLMS, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of CLMS 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).

INCQUERY LABS LTD

As to IncQuery Labs Ltd, it is agreed between the parties that, to the best of their knowledge
The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
IncQuery Server	Proprietary product, requires license from IncQuery Labs	Proprietary product, requires license from IncQuery Labs
InstaCoverage	Proprietary product, requires license from IncQuery Labs	Proprietary products, requires license from IncQuery Labs.
Incquery for MagicDraw	Proprietary product, requires license from IncQuery Labs	Proprietary products, requires license from IncQuery Labs.

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

JKU LINZ

As to JKU Linz, it is agreed between the parties that, to the best of their knowledge no data, know-how or information of JKU Linz 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).

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: Commitment of the Partner Organization

Commitment of the Partner Organisation

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

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

And

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

General provisions:

[Partner Organisation short name] agrees to:

1. Contribute to the [Project ACRONYM] Project by fulfilling the tasks listed in Annex I to the Grant Agreement, Appendix B.
2. Contribute to the [Project ACRONYM] Project by abiding decisions made by the Supervisory Board.
3. Make best efforts to promptly conclude a detailed Secondment agreement with the relevant Party.

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

The Consortium welcomes [Partner Organisation short name] as a member of the Supervisory Board (“SB”). Participation as a member of the SB will involve the representative of [Partner Organisation short name] receiving, and/or participating in Project discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of the Project (“Results”) or before the Project (“Background”). As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, [Partner Organisation short name] will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to [Partner Organisation short name] as a member of the SB. In addition, confidential information may be disclosed to [Partner Organisation short name] by members of the SB who are not members of the Consortium. In this agreement, any information disclosed to [Partner Organisation short name] in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to [Partner Organisation short name] by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as “Confidential Information” and

the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the “Discloser”. To avoid doubt, the Consortium has approved the use of this agreement.

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

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

- (a) [Partner Organisation short name] commits itself to carry out its work as per Section 4 of Appendix B – Annex I to the Grant Agreement
- (b) to take all reasonable steps to ensure that all Confidential Information disclosed to [Partner Organisation short name] as a member of the SB remains confidential during the Project and for a period of four (4) years after the end date of the Project;
- (c) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking [Partner Organisation short name]’s duties as a member of the SB without the written consent of the Discloser;
- (d) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser.
- (e) to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form.
- (f) [Partner Organisation short name] will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with [INSERT PROJECT ACRONYM] Project. [Partner Organisation short name] will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence [Partner Organisation short name] will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

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

- (i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to [Partner Organisation short name] as a member of the SB, becomes general or public knowledge either through no fault of [Partner Organisation short name] or following further written agreement between [Partner Organisation short name] and the Discloser;
- (ii) when any such Confidential Information can be shown by [Partner Organisation short name] to have been in [Partner Organisation short name]’s possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;

- (iii) when any such Confidential Information is received by [Partner Organisation short name] from a third party that [Partner Organisation short name] reasonably believe has no similar obligation of confidentiality to the Discloser;
- (iv) when [Partner Organisation short name] can reasonably demonstrate that any such information has been previously developed by [Partner Organisation short name] without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

In accordance with Sec 4.1 of the Consortium Agreement, Appendix A, this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it.

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

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

Name of [Partner Organisation short name] Authorised signatory

(Block Capitals)

Signed

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

At the time of the signature, [Partner Organisation short name] nominates the following employees as its representatives in the SB.

For the avoidance of doubt, [Partner Organisation short name] is entitled to one vote only regardless of the number of representatives attending any SB meeting.

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

(Block Capitals)

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

(Block Capitals)

Signed

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

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

Signed

_____ Date _____

Consortium Schedule:

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

Non-Consortium SB members Schedule:

Partner organisation's Name	Organisation Short Name	Country
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION'S NAME]	[ACRONYM]	[ACRONYM]
ESR Representative	ESR	/

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

Attachment 4: List of Third Parties

Not Applicable

Attachment 5: Identified Affiliated Entities

Not Applicable

Attachment 6: Consortium Plan Budget and Coordination costs

		Costs for recruited researchers							Institutional costs				Total			For the total duration of the project		
Partner	Number of units	Living allowance cost (unit/total)		Mobility allowance cost (unit/total)		Family allowance cost (unit/total)		Total cost for recruited researchers	Research, training and networking costs (unit/total)		Management and indirect costs (unit / total)		total	Reimbursement rate %	Maximum EU contribution	Research, training and networking funding retained by IMT for collective budget	Management funding retained by IMT for coordination tasks	Total Redistribution to partners
IMT	72	3 783,39 €	272 404,08 €	600,00 €	43 200,00 €	250,00 €	18 000,00 €	333 604,08 €	1 800,00 €	129 600,00 €	1 200,00 €	86 400,00 €	549 604,08 €	100	549 604,08 €	43 200,00 €	28 800,00 €	
UY	72	4 571,46 €	329 145,12 €	600,00 €	43 200,00 €	250,00 €	18 000,00 €	390 345,12 €	1 800,00 €	129 600,00 €	1 200,00 €	86 400,00 €	606 345,12 €	100	606 345,12 €	43 200,00 €	28 800,00 €	534 345,12 €
UAM	72	3 119,58 €	224 609,76 €	600,00 €	43 200,00 €	250,00 €	18 000,00 €	285 809,76 €	1 800,00 €	129 600,00 €	1 200,00 €	86 400,00 €	501 809,76 €	100	501 809,76 €	43 200,00 €	28 800,00 €	429 809,76 €
UDA	72	3 413,88 €	245 799,36 €	600,00 €	43 200,00 €	250,00 €	18 000,00 €	306 999,36 €	1 800,00 €	129 600,00 €	1 200,00 €	86 400,00 €	522 999,36 €	100	522 999,36 €	43 200,00 €	28 800,00 €	450 999,36 €
JKUL	72	3 489,09 €	251 214,48 €	600,00 €	43 200,00 €	250,00 €	18 000,00 €	312 414,48 €	1 800,00 €	129 600,00 €	1 200,00 €	86 400,00 €	528 414,48 €	100	528 414,48 €	43 200,00 €	28 800,00 €	456 414,48 €
BT	36	4 571,46 €	164 572,56 €	600,00 €	21 600,00 €	250,00 €	9 000,00 €	195 172,56 €	1 800,00 €	64 800,00 €	1 200,00 €	43 200,00 €	303 172,56 €	100	303 172,56 €	21 600,00 €	14 400,00 €	267 172,56 €
INT	36	3 413,88 €	122 899,68 €	600,00 €	21 600,00 €	250,00 €	9 000,00 €	153 499,68 €	1 800,00 €	64 800,00 €	1 200,00 €	43 200,00 €	261 499,68 €	100	261 499,68 €	21 600,00 €	14 400,00 €	225 499,68 €
UGD	36	3 119,58 €	112 304,88 €	600,00 €	21 600,00 €	250,00 €	9 000,00 €	142 904,88 €	1 800,00 €	64 800,00 €	1 200,00 €	43 200,00 €	250 904,88 €	100	250 904,88 €	21 600,00 €	14 400,00 €	214 904,88 €
CLMS	36	2 900,49 €	104 417,64 €	600,00 €	21 600,00 €	250,00 €	9 000,00 €	135 017,64 €	1 800,00 €	64 800,00 €	1 200,00 €	43 200,00 €	243 017,64 €	100	243 017,64 €	21 600,00 €	14 400,00 €	207 017,64 €
INCQ	36	2 530,98 €	91 115,28 €	600,00 €	21 600,00 €	250,00 €	9 000,00 €	121 715,28 €	1 800,00 €	64 800,00 €	1 200,00 €	43 200,00 €	229 715,28 €	100	229 715,28 €	21 600,00 €	14 400,00 €	193 715,28 €
			1 918 482,84 €		324 000,00 €		135 000,00 €	2 377 482,84 €		972 000,00 €		648 000,00 €	3 997 482,84 €		3 997 482,84 €	324 000,00 €	216 000,00 €	2 979 878,76 €

The management budget is established to cover the coordination costs of the Project and it is quantified in EURO 216 000.

Party's Name	Party's contribution
IMT Atlantique	€ 28 800
University of York	€ 28 800
Universidad Autónoma De Madrid	€ 28 800
Università Degli Studi Dell'Aquila	€ 28 800
Johannes Kepler Universität Linz	€ 28 800
British Telecommunications Public Limit	€ 14 400
Intecs Solutions Spa	€ 14 400
Uground	€ 14 400
Clms (Uk) Limited	€ 14 400
Incquery Labs Research And Development Ltd	€ 14 400
TOTAL	€ 216 000

When transferring the contribution received by the Funding Authority to the Parties, the Coordinator will retain thirty-three dot thirty-three percent (33.33%) of each Party's management and indirect costs (unit cost: 1200€) for covering management activities:

- Total of €162,000 at the occasion of pre-financing transfer,
- Total of €32,400 at the occasion of interim payment transfer,
- Total of €21,600 at the occasion of the final payment transfer

Amount mentioned for interim payment and final payment can be reviewed according to actual costs declared by beneficiaries after each reporting periods.