

CONSORTIUM AGREEMENT

FOR COORDINATION AND SUPPORT ACTIONS

GO IT!

“GOIT”

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

Table of Contents

Change Records.....	4
Preamble.....	5
1 Definitions.....	7
1.1 Definitions.....	7
1.2 Additional Definitions.....	7
2 Purpose.....	8
3 Entry into force, duration and termination.....	8
3.1 Entry into force.....	8
3.2 Duration and termination.....	8
3.3 Survival of rights and obligations.....	9
4 Responsibilities of Parties.....	9
4.1 General principles.....	9
4.2 Breach.....	9
4.3 Involvement of third parties.....	10
4.4 Specific responsibilities regarding data protection.....	10
5 Liability towards each other.....	10
5.1 No warranties.....	10
5.2 Limitations of contractual liability.....	10
5.3 Damage caused to third parties.....	11
5.4 Force Majeure.....	11
6 Governance structure.....	11
6.1 General structure.....	11
6.2 Members.....	12
6.3 Operational procedures for the General Assembly.....	12
6.4 Coordinator.....	16
7 Financial provisions.....	17
7.1 General Principles.....	17
7.2 Payments.....	18
8 Results.....	19
8.1 Openness of Results.....	19
8.2 Ownership of Results.....	19
8.3 Joint ownership.....	20
8.4 Transfer of Results.....	20
8.5 Dissemination.....	20
9 Access Rights.....	22
9.1 Background included.....	22
9.2 General Principles.....	22
9.3 Access Rights for implementation.....	23
9.4 Access Rights to Results.....	23
9.5 Access Rights for entities under the same control.....	24
9.6 Additional Access Rights.....	24
9.7 Access Rights for Parties entering or leaving the consortium.....	24
9.8 Specific Provisions for Access Rights to Software.....	25
10 Non-disclosure of information.....	25
11 Miscellaneous.....	27
11.1 Attachments, inconsistencies and severability.....	27

11.2 No representation, partnership or agency.....	27
11.3 Formal and written notices.....	27
11.4 Assignment and amendments.....	28
11.5 Mandatory national law.....	28
11.6 Language.....	28
11.7 Applicable law.....	28
11.8 Settlement of disputes.....	29
11.9 Personal Data.....	29
Signatures.....	29
Attachment 1: Background included.....	35
Attachment 2: Accession document.....	37
Attachment 3: List of third parties for simplified transfer according to Section 8.4.2.....	38
Attachment 4: Identified Affiliated Entities according to Section 9.5.....	39

Change Records

Version	Date	Changes
Version 1	May 2022	Initial draft
Version 2	June 2022	Revised and incorporated the proposed changes
Version 2.1	June 2022	Update of clause 7.1.4
Version 2.2	July 2022	Update of Preamble and clauses: 8.5 and 9.4.1

Preamble

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1st September 2022, hereinafter referred to as the Effective Date,

BETWEEN:

1. ELEKTRONIKAS UN DATORZINATNU INSTITUTS, established in Dzerbenes Iela 14, 1006, Riga, Latvia, VAT: LV90002135242, the Coordinator

2. SORBONNE UNIVERSITE, established in 21 RUE DE L'ECOLE DE MEDECINE, po box: 000, 75006 , PARIS France, VAT: FR90130023385, hereinafter referred to as SU, acting on its own behalf and on behalf of:

2.1 CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (Affiliated Entity), hereinafter referred to as CNRS, established at 3, rue Michel-Ange, 75794 PARIS CEDEX 16, PIC 999997930

3. FREE SILICON FOUNDATION (I), established in VIA FABBRONI 12, 52026 , CASTELFRANCO PIANDISCO Italy, VAT: 90039680518

4. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P., established in CALLE SERRANO 117, po box: 000, 28006, MADRID Spain, VAT: ESQ2818002D

5. FIBRASERVI BVBA, established in NOORDSTRAAT 40, 2220 , HEIST OP DEN BERG Belgium, VAT: BE0680712544

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

relating to the Action entitled

Go IT!

in short

(“GOIT”)

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

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 Granting Authority (hereinafter “Grant Agreement”).

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Activity” means one of the Project’s components, namely Access, Networking and Joint Research Activities.

“Consortium Body” means any management structure as defined in Section 6 (Governance structure) 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 General Assembly.

“General Assembly” is the ultimate decision-making body of the Consortium as defined in Section 6.1.

“Granting Authority” means the body awarding the grant for the Project.

“Defaulting Party”

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

“Needed”

means:

1.2.0.1 For the implementation of the Project:

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

1.2.0.2 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.

“Project Budget” means the budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

“Project Deliverables” means reports, including progress reports, as well as software, licenses and workflows referred to in the Grant Agreement and in this Consortium Agreement that have to be delivered to the Coordinator and/or the Granting Authority.

“Software”

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

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until the complete fulfillment 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 Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party’s participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

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

4.2 Breach

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

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) 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. Such Party 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.

4.4 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfill legal obligations arising under applicable data protection laws (the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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 entities under the same control) exercising its Access Rights.

5.2 Limitations of contractual liability

Provided such damage was not caused by a willful act and gross negligence, no Party shall be responsible to any other Party for: (I) any indirect or consequential damages or (ii) the following damages whether direct or indirect loss of profit, loss of revenue or loss of contracts.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total funding received by the relevant Party in the Project as identified in the Grant Agreement provided such damage was not caused by a willful act, 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 General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

6 Governance structure

6.1 General structure

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

The **General Assembly** is the decision-making body of the consortium.

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

6.2 Members

6.2.1 The General Assembly shall consist of one representative of each Party (hereinafter referred to as “Member”).

6.2.2 The Affiliated Entity of SORBONNE UNIVERSITE: CNRS (CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE), is considered a separate Member of the General Assembly, given their prominent role in the description of the Action of the project.

6.2.3 Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

6.2.4 The Coordinator shall chair all meetings of the General Assembly unless decided otherwise by the General Assembly.

6.2.5 The Parties agree to abide by all decisions of the General Assembly.

6.2.6 This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3 Operational procedures for the General Assembly:

6.3.1 Representation in meetings

Any Member:

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

The repeated absence to meetings can be considered as a breach

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings

The chairperson shall convene ordinary meetings of the General Assembly at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

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

6.3.2.3 Sending the agenda

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

6.3.2.5

During a meeting of the General Assembly, the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6

Meetings of the General Assembly may also be held by tele- or videoconference or other telecommunication means.

6.3.2.7

The Coordinator shall ensure that face-to-face meetings of the General Assembly are complemented with an additional virtual meeting format if requested by any partner at least 7 calendar days before the meeting.

6.3.2.8

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed upon by majority of all Parties.

The Coordinator shall inform all the Members of the outcome of the vote.

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

6.3.4 Voting rules and quorum

6.3.4.1

The General Assembly shall not deliberate and decide validly in meetings unless the majority of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the General Assembly shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more,

the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.3.4.2

Each Member present or represented in the meeting shall have one vote.

6.3.4.3

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

6.3.4.4

Decisions shall be taken by a majority of the votes cast.

6.3.5 Veto rights

6.3.5.1

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 the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.5.2

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

6.3.5.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

6.3.5.4

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

6.3.5.5

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

6.3.5.6

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

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

The chairperson shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.6.2

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

6.3.6.3

The chairperson shall send the accepted minutes to all the Members and the Coordinator, who shall retain copies of them. The accepted minutes of meetings will also be uploaded to an online repository that will be made available for all the Members and retained at least 6 months after the end of the project.

6.3.7 Decisions of the General Assembly

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

The following decisions shall be taken by the General Assembly:

Content and finances

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed upon by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.4.2)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal

- Identification of a breach by a Party or an associated entity 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 Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be canceled.

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Granting 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 under this Consortium Agreement and the Grant Agreement
- 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 certification) and specifically requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2.
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.3

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 Granting Authority in time.

6.4.4

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Granting Authority to change the Coordinator. The representative of the Coordinator is appointed by the General Assembly among the representatives of the Parties of this Consortium Agreement.

6.4.5

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.

6.4.6

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

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

7.1.3.1 A Party that spends less than its allocated share of the budget as set out in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

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

7.1.4 Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment, the Party has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 60 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

7.1.5 Revenue

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

7.1.6 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 Granting Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Payments

7.2.1 Payments to Parties are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

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

7.2.2

With reference to Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

7.2.3

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

- Funding of costs included in the Consortium Plan will be paid by the Coordinator to Parties after receipt from the Granting Authority and no later than thirty (30) days provided the relevant Party's bank account numbers have been provided by the Parties and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Party concerned.
- The Coordinator is entitled to withhold any payments due to a Party identified by the General Assembly to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.
- The Coordinator is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

8 Results

8.1 Openness of Results

Each Party regards project goals of strengthening and fostering new solutions for open-source hardware development and construction of European and global free-silicon ecosystems.

Each party commits to generating Results that are open and available to the general public. Party may circumvent this commitment on per-result bases if it may negatively affect its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests.

8.2 Ownership of Results

Results are owned by the Party that generates them.

8.3 Joint ownership

Joint ownership is governed by the Grant Agreement Article 16.4 and its Annex 5 with the following addition:

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

8.4 Transfer of Results

8.4.1

Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 16.4 and its Annex 5.

8.4.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment 3 of this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section “Transfer of ownership”, 3rd paragraph.

8.4.3

The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment 3 after the signature of this Agreement requires a decision of the General Assembly.

8.4.4

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

8.4.5

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

8.5 Dissemination

As explicitly defined in Annex 5 of the grant agreement, dissemination refers to the public disclosure of results by appropriate means, other than those resulting from the protection or exploitation of the results, including, scientific publications in any medium. For every publication, the partner(s) in charge has/have to add it to a list of dissemination that is common and available to the consortium.

8.5.1

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

8.5.2 Dissemination of own (including jointly owned) Results

8.5.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties, including but not restricted to publications and presentations, shall be governed by the procedures of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties concerned at least 30 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 15 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.5.2.2

An objection to a planned publication is justified if

- the objecting Party's legitimate interests in relation to the Results or Background are compromised by the publication and will suffer disproportionately great harm; or
- (b) the protection of the objecting Party's Results or Background would be adversely affected. The objection has to include a precise request for necessary modifications.

8.5.2.3

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 actions are taken following the discussion.

8.5.2.4

The objecting Party can request a publication delay of not more than 45 calendar days from the time it raises such an objection. After 45 calendar days, the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.5.3 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 by the owning Party or by a third party with the owning Party's authorization.

8.5.4 Cooperation obligations

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

8.5.5 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.

9 Access Rights

9.1 Background included

9.1.1

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

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

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

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. The owning Party may require from the Party requesting an Access Right a separate license agreement.

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights to Results

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 and for teaching activities shall be granted on Fair and Reasonable conditions.

9.4.2

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

9.4.3

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

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control"

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfill all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

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 7 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 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 without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential

Information because of compliance with applicable laws and regulations or for the proof of ongoing obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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

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

10.5

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

10.6

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

10.7

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

The Consortium Agreement consists of this core text and

- Attachment 1 (Background included),
- Attachment 2 (accession document),
- Attachment 3 (List of Thir Parties for simplified transfer according to Section 8.4.2).

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

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

11.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party 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 Formal and written notices

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 acknowledgment.

Other communication:

Other communication between the Parties may also be affected by other means such as an e-mail with acknowledgment of receipt, which fulfills the conditions of the written form.

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

11.4 Assignment and amendments

Except as set out in Section 8.4, 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 Article 6.3.7 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

11.8.1 The Parties agree to make every effort to settle disputes or differences arising in connection with this Consortium Agreement or any activity within the Project in an amicable and constructive way.

11.8.2 If an amicable settlement is not possible, the Parties may choose to resolve such disputes or differences by mediation.

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

11.8.3 If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

11.9 Personal Data

Each Party agrees and warrants that it will process personal data within the meaning of the EU GDPR (EU General Data Protection Regulation) received hereunder only for performing the Action, the Grant Agreement and this Consortium Agreement and in accordance with the provisions of the EU GDPR, the applicable national laws on data protection, industry standards, regulatory documents and the instructions of the Disclosing Party.

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.

1 ELEKTRONIKAS UN DATORZINATNU INSTITUTS (the “Coordinator”)

Signature(s):

Name(s):

Title(s):

Date:

2 SORBONNE UNIVERSITE

Signature(s):

Name(s):

Title(s):

Date:

3 FREE SILICON FOUNDATION (I)

Signature(s):

Name(s):

Title(s):

Date:

4 AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P.
(CISC)

Signature:

Name:

Title: Vice-president for International Affairs

By Delegation from the President (Resolution published on the Spanish Official Journal dated
28/01/2021)

Date:

5 FIBRASERVI BVBA

Signature(s):

Name(s):

Title(s):

Date:

Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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 among them on the Background for the project. This is the purpose of this attachment.

ELEKTRONIKAS UN DATORZINATNU INSTITUTS:

As to ELEKTRONIKAS UN DATORZINATNU INSTITUTS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ELEKTRONIKAS UN DATORZINATNU INSTITUTS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement.

SORBONNE UNIVERSITE:

As to Sorbonne Université, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Alliance Software Tool Chain http://coriolis.lip6.fr/ Electronic Design Automation (EDA) complete tool chain for VLSI digital circuits, including a symbolic digital standard cell library. The input is a RTL description of the circuit, the output is the layout description.	GPL License	GPL license
Coriolis software http://coriolis.lip6.fr/ Coriolis is a placer and router for VLSI circuit. It is made to support digital only, analog only or mixed digital and analog blocks. The input file is the description of the circuit netlist, the output is the description of the layout of the placed and routed circuit.	<ul style="list-style-type: none"> • Apache 2.0, license for LEF/DEF (provided by Si2). • LGPL license for Hurricane data structure (provided by Bull/ATOS). • GPL license for the rest of the Software 	<ul style="list-style-type: none"> • Apache 2.0, license for LEF/DEF (provided by Si2). • LGPL license for Hurricane data structure (provided by Bull/ATOS). • GPL license for the rest of the Software
Oceane https://www-soc.lip6.fr/	GPL License for the software Creative Common for the	GPL License for the software Creative Common for the

equipe-cian/logiciels/oceane/ Library of analog IP, at transistor level. The documentation is in French. The input is a set of specification, the output is a sized netlist at transistor level.	documentation CC-BY-NC	documentation CC-BY-NC
HiTas/yagle https://www-soc.lip6.fr/equipe-cian/logiciels/tasyagle/ HiTas is a static timing analysis tool. It performs analysis at the transistor-level, cell-level or a mixture of the two. Yagle provides automatic generation of a behavioral model (in vhdl or Verilog) directly from a transistor netlist.	GPL license	GPL license
STMicroelectronics Design-kits data for the ST 65nm CMOS : Technology files, standard-cells and IO libraries, with related design-rules manuals.	Design-kit license Agreement and Service Agreement in place between CMP (represented by Grenoble-INP and CNRS) and STMicroelectronics.	Design-kit license Agreement and Service Agreement in place between CMP (represented by Grenoble-INP and CNRS) and STMicroelectronics.

FREE SILICON FOUNDATION (I):

As to FREE SILICON FOUNDATION (I), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FREE SILICON FOUNDATION (I) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 of the Grant Agreement).

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P. (CISC):

As to AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, it is agreed between the Parties that, previous experience in the design of hardware components to build Roots-of-Trust for secure microprocessors of AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 of the Grant Agreement).

FIBRASERVI BVBA:

As to FIBRASERVI BVBA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FIBRASERVI BVBA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 of the Grant Agreement).

Attachment 2: Accession document

ACCESSION

of a new Party to

GOIT 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]

[NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[NAME OF THE NEW COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to Section 8.4.2.

List of Third Parties to which transfer of Results is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.

- SU's affiliated entity: CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (Affiliated Entity), hereinafter referred to as CNRS, established at 3, rue Michel-Ange, 75794 PARIS CEDEX 16, PIC 999997930

Attachment 4: Identified Affiliated Entities according to Section 9.5

- SU AE : CNRS, representing the Centre Multi-Projets (CMP)