

Consortium Agreement



NEXUS

Version 2 – 29/09/2025

Based on DESC A – Model Consortium Agreement for Horizon Europe – AP Version 1, July 2022

Table of Contents

1	Definitions	5
2	Purpose	8
3	Entry into force, duration and termination	8
4	Responsibilities of Parties.....	9
5	Liability towards each other	12
6	Governance structure	13
7	Financial provisions.....	22
8	Results.....	25
9	Access Rights	27
10	Non-disclosure of information	30
11	Miscellaneous	32
12	Signatures	34
	Attachment 1: Consortium Budget.....	37
	Attachment 2: Identified entities under the same control according to Section 9.5.....	39
	Attachment 3: Accession document	40
	Attachment 4: Secondment Agreement.....	41
	Attachment 5: Background included.....	46
	Attachment 6: List of third parties for simplified transfer according to Section 8.3.2.....	47
	Attachment 7: NDA for External Advisory Board agreed under Section 6.....	57

Change Records

Version	Date	Changes
DESCA Model for AP	July 2022	For Horizon Europe projects in which Associated Partners are included as Parties of the Consortium Agreement
Version 1	August 2025	Consortium Agreement proposal from the Coordinator
Version 2	September 2025	Consortium Agreement with review after 1 st round of negotiation

CONSORTIUM AGREEMENT

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 January 1st 2026, hereinafter referred to as the Effective Date

BETWEEN:

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), PIC 999997930, established in Rue Michel Ange 3, PARIS 75794, France,

hereinafter referred to as “Coordinator”

and

ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN), PIC 999992789, established in Via Enrico Fermi 54, FRASCATI 00044, Italy

THE SQUARE KILOMETRE ARRAY OBSERVATORY (SKAO), PIC 890491041, established in Jodrell Bank, MACCLESFIELD SK11 9FT, United Kingdom,

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary”

and

CONSORCIO PARA EL EQUIPAMIENTO Y EXPLOTACION DEL LABORATORIO SUBTERRANEO DE CANFRANC (LSC), PIC 998502093, established in LG Tunel de Canfranc Subter, CANFRANC 22888, Spain,

QUEEN'S UNIVERSITY AT KINGSTON (SNOLAB), PIC 997151562, established in University Avenue 94, KINGSTON K7L 3N6, Canada,

SOUTH DAKOTA SCIENCE & TECHNOLOGY AUTHORITY (SURF), PIC 873610810, established in 630 E. Summit St., LEAD 57754, United States,

STELLENBOSCH UNIVERSITY (SU), PIC 999877359, established in Victoria Street Administration B Building, STELLENBOSCH 7600, South Africa,

THE UNIVERSITY OF ADELAIDE (UoA), PIC 984570274, established in North Terrace, ADELAIDE 5005, Australia,

THE UNIVERSITY OF MELBOURNE (UoM), PIC 999658818, established in Grattan Street, PARKVILLE 3010, Australia,

UNITED KINGDOM RESEARCH AND INNOVATION (UKRI), PIC 906446474, established in Polaris House North Star Avenue, SWINDON SN2 1FL, United Kingdom,

UNIVERSITY OF SOUTH AFRICA (UNISA), PIC 990429850, established in Preller Street 340 Muckleneuck Ridge, PRETORIA 0003, South Africa,

UNIVERSITY OF THE WESTERN CAPE (UWC), PIC 999883373, established in Robert Sobukwe Road, CAPE TOWN 7535, South Africa,

UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG (WITS), PIC 998014086, established in Jan Smuts Avenue 1, JOHANNESBURG 2001, South Africa,

UNIVERSITE LYON 1 CLAUDE BERNARD (UCB), PIC 999902579, associated partner of CNRS,

SORBONNE UNIVERSITE (US), PIC 909875521, associated partner of CNRS,

INSTITUT MINES-TELECOM (IMTA), PIC 999849326, associated partner of CNRS,

UNIVERSITE GRENOBLE ALPES (UGA), PIC 897379108, associated partners of CNRS,

hereinafter, jointly or individually, referred to as “Associated Partners” or “Associated Partner”,

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

North-south EXchange for Underground Science, under the Grant Agreement no 101236929 of the European Union

in short

NEXUS

hereinafter referred to as “Project”

WHEREAS:

The Parties 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 Beneficiaries 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

“Associated Partners”

Associated Partners means legal entities listed in article 9.1 of the Grant Agreement which participate in the action, but without receiving direct funding from the Grant Authority and as such are not signatories of the Grant Agreement. They contribute directly to the implementation of the research, transfer of knowledge and training activities by hosting, supervising, and/or seconding Staff Members.

“Background”

Background means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – that is (a) held by the Partners before they acceded to the Agreement and (b) needed to implement the action of exploit the results.

“Beneficiaries”

Beneficiaries means the legal entities which sign the Grant Agreement (see preamble of the Grant Agreement) and are responsible towards the Granting Authority for the proper implementation of the action.

“Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

“Consortium Budget”

Consortium Budget means the updated allocation of all the resources for the activities as defined in the estimated budget of the Action in Annex 2 of the Grant Agreement as amended by the Parties and attached as Attachment 1 of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Management Board (refer to section 6).

“Coordinator”

The Coordinator is the member of the consortium who is the principal point of contact on behalf of the members of the consortium in relation with the European Commission. The Coordinator is identified as such in the Grant Agreement.

“Entities under the Same Control”

Entity under the Same Control means any legal entities listed in Attachment 2 or located in European Union or EEA, that is:

- under the direct or indirect Control of a Party, or
- under the same direct or indirect Control as the Party, or
- directly or indirectly Controlling a Party.

'Control' may take any of the following forms:

(a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;

(b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

However, the following relationships between legal entities shall not in themselves be deemed to constitute controlling relationships:

(a) the same public investment corporation, institutional investor or venture-capital company has a direct or indirect holding of more than 50% of the nominal value of the issued share capital or a majority of voting rights of the shareholders or associates;

(b) the legal entities concerned are owned or supervised by the same public body.

“Grant Agreement”

The Grant Agreement (GA) refers to the contract concluded between the European Union and the beneficiaries. The NEXUS project is ruled by the GA no. 101236929 which set rights and obligations of the beneficiaries.

“Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the Management Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.4 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Secondment”

Secondment means a period during which a Staff Member is hosted by a Party other than their employing entity in order to benefit from the research training activity in accordance with Annex 1 of the Grant Agreement.

“Secondment Agreement”

Secondment Agreement means an agreement executed between the Party recruiting the Staff Member (“Seconding entity”) and the Party who temporarily hosts such staff (“Host entity”). Such agreement shall cover all financial and practical arrangements applicable for the duration of the Secondment.

“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.

“Staff Member”

Staff Member means a researcher at any career stage (from doctoral candidates to experienced researchers), as well as administrative, managerial, or technical staff supporting the Research & Innovation activities under the Project. Staff Members must have been actively engaged or linked to R&I activities for at least one month (full-time equivalent) at the sending institution, before the first period of Secondment.

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 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 new Party to the Consortium Agreement upon signature of the accession document (Attachment 3) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary’s participation in the Grant Agreement is terminated,

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

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

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 Management Board 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 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 or such other law as applicable to a Party.

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 promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

4.2 Specific responsibilities for Associated Partners

For the avoidance of doubt, the Associated Partners do not sign the Grant Agreement and do not receive direct funding from the Granting Authority and therefore do not have a right to charge costs or claim contributions from the Granting Authority. Associated Partners must ensure their own funding for the implementation of the Project. However, Associated Partners eligible for funding according to the Horizon Europe framework programme (Regulation 2021/695) will indirectly receive part of the Grant, financial arrangements will be made in a separate agreement.

Notwithstanding the above, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partners. The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partners.

The Associated Partners hereby commit to implement the Project tasks attributed to them in Annex 1 of the Grant Agreement.

In addition, the Associated Partners hereby commit especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partners support the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partners hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner(s).

Any Associated Partner from a non-EU-country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partner's tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the Beneficiaries for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to once the amount of its budget as indicated in Attachment 1 of this Consortium Agreement.

Should the Associated Partners be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

4.3 Rules related to Secondments

4.3.1 Role of Seconding entities

During any period of Secondment to a Party, the seconded Staff Member shall remain employed by the Party by which they are recruited.

The Party employing the Staff Member ("Seconding entity") shall be solely responsible for the fulfilment towards its Staff Member of the obligations of Parties, including the distribution to the Staff Member of the monthly support in accordance with the Party's own usual accounting and management principles and practices and the Article 6 of the Grant Agreement.

Seconding entities are in charge of the registration of the Secondments of their Staff Members in the European portal. Secondments must be prepared in due time according to the rules of the Party in charge of its organisation.

4.3.2 Role of Host entities

The Party hosting the Staff Member (“Host entity”) shall have no obligation or liability to the employing Party or to the Staff Member nor for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

During their Secondments, Staff Members will be granted access to the minimum conditions to carry out the research work as per Annex 1 of the Grant Agreement. Hosting conditions are defined as:

- the provision of a visiting fellow status within the host entity and associated rights and obligations as well as administrative support for academic purposes including an office space; instruction on applicable local procedures regarding, but not limited to, health, safety and proper scientific conduct;
- the possibility to use the facilities and means, including equipment, products and consumables, necessary for the Staff Member to perform the tasks as outlined in the Project;
- the possibility to be in touch with local staff and researchers for administrative and scientific exchanges, counselling, as well as access to local scientific seminars in the organisation field of research.

During Secondments, all Staff Members are subject to the internal rules of the Host entity, whereas the Seconding entity retains hierarchical and disciplinary authority.

4.3.3 Secondment declaration

In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without unnecessary delay,

- about the official start date of the Secondment and the submission of the researcher declaration through the European Commission Participant Portal;
- about any major change of the planned Secondment(s).

Before a Secondment starts the Seconding and the Host entities agree on the terms and conditions of the Secondment by signing a Secondment Agreement (Attachment 4).

All documents (originals and copies) attesting about the travel, accommodation, subsistence and physical presence at the Host entity should be kept in case of Audit.

4.4 Breach

In the event that the Management Board 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 Management Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Management 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.

4.5 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties 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.

4.6 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil 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.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

5 Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background in attachment 5) 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

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, except in case of breach of confidentiality.

A Party's general aggregate liability towards the other Parties collectively shall be limited to once its share of the total costs of the Project as identified in Attachment 1.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

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 Management Board of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Management Board.

5.5 Export control

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 due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the Management Board of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Management Board.

6 Governance structure

6.1 General structure

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

- The **Management Board** as the decision-making body of the consortium.
- The **Executive Board** as supervisory body for the execution of the Project, which shall report to and be accountable to the Management Board.
- The **Coordinator** as 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.
- The **Work Package Leaders** as an assessment group of the Consortium without formal decision-making power. It shall assess the individual and overall implementation of the Project.
- The **Scientific and Ethics Advisory Board** as a consultative body of the Management Board on scientific and ethical issues.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

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.

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
Management Board	At least once a year	At any time upon request of the Executive Board or 1/3 of the Members of the Management Board
Executive Board	At least quarterly	At any time upon request of any Member of the Executive Board

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give written notice 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
Management Board	45 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

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

Management Board	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days

6.2.2.4 Adding agenda items:

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

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

Management Board	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days

6.2.2.5

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

6.2.2.6

Meetings of each Consortium Body may also be held by tele- or videoconference, or other telecommunication means.

6.2.2.7

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

6.2.2.8

Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Management Board 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 by 51 % of all Parties.

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

A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.2.3 Voting rules and quorum

6.2.3.1

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

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

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

6.2.3.2

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

6.2.3.3

A Party which the Management Board has declared according to Section 4.4 to be a Defaulting Party may not vote.

6.2.3.4

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

6.2.4 Veto rights

6.2.4.1

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of 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 Party may only veto such a decision during the meeting.

6.2.4.3

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.

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

6.2.4.4

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after written notice 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 the Parties.

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce minutes of each meeting which shall be the formal record of all decisions taken and actions to be undertaken for the further implementation of the project. They shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2

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

6.2.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Management 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 Management Board shall consist of one representative of each Party (hereinafter Management Board Member).

6.3.1.1.2

Each Management 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 Management Board, unless decided otherwise in a meeting of the Management Board.

6.3.1.1.4

The Parties agree to abide by all decisions of the Management Board. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

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

In addition, all proposals made by the Executive Board shall also be considered and decided upon by the Management Board.

The following decisions shall be taken by the Management Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 5 (Background Included)
- Additions to Attachment 2 (Identified entities under the same control)
- Additions to Attachment 6 (List of Third Parties for simplified transfer according to Section 8.3.2)

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 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 Project 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

Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

- Scientific and Ethics Advisory Board Members

6.3.2 Executive Board

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

6.3.2.1 Members

The Executive Board shall consist of the Coordinator and the representatives of the Work Package Leaders.

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

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

6.3.2.3.1

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the Management Board according to Section 6.2.2.3.

6.3.2.3.2

The Executive Board shall seek a consensus among the Parties.

6.3.2.3.3

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

6.3.2.3.4

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

6.3.2.3.5

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

6.3.2.3.6

The Executive Board shall:

- support the Coordinator in preparing meetings with the Granting 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 Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

6.3.2.3.7

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

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 article 7 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 specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of Management Board 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
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

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.

6.4.3

If the Coordinator fails in its coordination tasks, the Management Board may propose to the Granting Authority to change the Coordinator.

6.4.4

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

6.4.5

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

6.5 Work Package Leaders (WPL)

The WPL ensures the performance of the work packages (WP) with regard to the overall work plan as described in Annex 1 of the Grant Agreement.

The responsibilities of the WPL are as follows:

- Regular monitoring of the progress of the WP against all tasks and Secondments, ensuring that the objectives, milestones and deliverables are fulfilled;
- Alerting the Coordinator in case of delay or default in the performance of the WP by any party;
- Delivering feedbacks and progress reports to the Coordinator;
- Members of the Executive Board and the Management.

6.6 Scientific and Ethics Advisory Board (SEAB)

A Scientific and Ethics Advisory Board (SEAB) will be appointed by the Management Board within the first six months of the project. It shall be composed of representatives of the NEXUS project and external experts - the latter will represent half of the board members. The SEAB shall assist and facilitate the decisions made by the Management Board on ethical and scientific issues.

In particular, the SEAB shall on request of the Management Board and/or the Executive Board:

- provide guidance on ethical issues and scientific orientations in accordance with/to the Grant Agreement;
- propose a strategy to minimize research misconduct and potential misuse of research in the project;
- provide recommendations to maximise the impact of the project and enable the research objectives to be met;
- advise on corrective measures related to its scope of action.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each external SEAB member.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

By way of exception to Section 6.4.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the SEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the SEAB. The NDA for the SEAB members is enclosed in Attachment 7. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 7.

The Coordinator shall write the minutes of the SEAB meetings and submit them to the Management Board. The SEAB members shall be allowed to participate in Management Board meetings upon invitation but have not any voting rights.

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 Beneficiary shall be solely responsible for justifying its costs with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Beneficiaries shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

7.1.3 Funding Principles

The financial contribution to a Staff Exchange action is calculated on the basis of unit costs. A unit cost is a fixed amount per person-month of Secondment within the Project. The EU contribution is calculated by multiplying the unit costs by the number of implemented person-months.

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

Budget relative to non-executed Secondments will have to be returned to the Funding Authority.

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.

Associated Partners who are not eligible for funding according to the EU rules shall ensure their own funding for the activities they are engaged in during the project.

7.1.4 Unit contributions

In compliance with Grant Agreement, the budget of the MSCA Staff Exchange project takes the form of unit contributions. The budget is composed of the following cost categories:

- The **top-up allowance** corresponds to the monthly contribution received by the Beneficiaries for each Staff Member doing a mobility and for each Staff Member from an Associated Partner eligible for funding hosted by the Beneficiaries. This cost category contributes to travel, accommodation and subsistence costs incurred during the Secondment. The contribution paid to the Beneficiaries shall be transferred to the seconded Staff Member according to usual practices.

- The **research, training and networking contribution** shall be used to fund costs for training, transfer of knowledge networking activities and research expenses related to the Secondments.
- The **management and indirect contribution** shall be used to support additional costs in connection with the implementation of the project (e.g. management and coordination activities, indirect costs).

7.1.5 Excess payments

A Beneficiary has received excess payment if the payment received from the Coordinator exceeds the amount it is entitled to according to eligible Secondments as described in the Grant Agreement.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.

The Management Board decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.1.2.

7.1.6 Revenue

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

7.1.7 Financial Consequences of the termination of the participation of a Beneficiary

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, a Beneficiary declared to be 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 Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The Management Board should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.2 Payments

7.2.1 Payments to Beneficiaries 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.

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.

7.2.2 Payment schedule

The transfer of the initial pre-financing, the interim and final payments to Beneficiaries will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement. Funding of costs included in the Consortium Budget will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

The Coordinator is entitled to withhold any payments due to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Beneficiary declared as 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 Beneficiary when this is agreed with the Granting Authority.

The Beneficiaries will transfer the funds accepted by the Granting Authority and due to the Associated Partners eligible for funding according to arrangements concluded in a separate agreement.

7.2.3 Allocation of Institutional unit costs

The Parties decide to make a collective use of the Institutional contributions to partially contribute to the joint activities conducted by the consortium and as such to share responsibilities among all Parties.

The Parties will allocate 28,7% of the Institutional unit costs (including the Research, Training and Networking budget and the Management and Indirect Contribution budget) of each Party as listed in the Consortium Budget (Attachment 1-B).

Each Party seconding Staff Members and receiving funding from the Granting Authority shall contribute to the Consortium Budget which will be used to contribute to the following activities:

- Organisation of the summer schools. Each organiser will benefit from 10 000€ per event as a contribution to the organisational and logistic costs.
- Organisation of the kick-off meeting and project workshops. Each organiser will benefit from 5 000 € per event as a contribution to the organisational and logistic costs.
- Long-distance Secondments of non-eligible Parties (i.e. SNOLAB, UoA and UoM), in the form of an extra-cost to contribute to travels to Europe (500 € per person-month of Secondment)
- Travel and stay expenses of one representative per non-eligible Party (i.e. LSC, SNOLAB, SURF, UKRI, UoA and UoM) to participate in meetings and joint activities (i.e. project workshops and summer schools).
- A European Project Manager to support the consortium with the management, organisation of activities and communication. They will be based at CNRS in Grenoble.

Overall, the budget needed to support networking, research, training and management activities as described above is 101 650 €.

The Coordinator will retain the amounts deducted to the Parties and redistribute them according to Attachment 1-B.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Where several Parties have jointly carried out work generating Results, they shall have joint ownership of such Results.

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, 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 and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

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

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment 6 of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such 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.

8.3.3

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 under the Consortium Agreement and the Grant

Agreement will not be affected by such transfer. Any addition to Attachment 6 after signature of this Consortium Agreement requires a decision of the Management Board.

8.3.4

The Parties recognise 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 at least 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, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 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 at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

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.

8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Access Rights

9.1 Background included

9.1.1

In Attachment 5 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 5 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add additional Background to Attachment 5 during the Project provided they give written notice to the other Parties. However, approval of the Management Board is needed should a Party wish to modify or withdraw its Background in Attachment 5. The Management Board shall not unreasonably oppose such modification or withdrawal if the Party requesting such modification or withdrawal can reasonably demonstrate that continuity of the Project and implementation of the Results will not be affected.

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 exclude any rights to sublicense unless expressly stated otherwise.

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 5.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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 a royalty-free basis.

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", if they are identified in Attachment 2 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control 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 entity under the same control listed in Attachment 2. 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 fulfil all 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 Management 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.

10 Non-disclosure of information

10.1

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

10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations and/or where stored on back-up or archival electronic systems provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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

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

10.5

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

10.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice 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 Recipient 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 or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, 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

This Consortium Agreement consists of this core text and:

- Attachment 1 (Consortium Budget)
- Attachment 2 (Identified entities under the same control)
- Attachment 3 (Accession document)
- Attachment 4 (Secondment Agreement)
- Attachment 5 (Background included)
- Attachment 6 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 7 (NDA for Ethics and Scientific Advisory Board agreed under Section 6)

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.4, 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 with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.3.1.2 require a separate written agreement to be signed between all Parties, **except** that the University of Adelaide may transfer, assign or novate its rights, obligations and liabilities under this Consortium Agreement to Adelaide University ABN 41 202 953 738 in accordance with the *Adelaide University Act 2023* (SA) without obtaining prior written consent from the other Parties..

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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

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

12 Signatures

AS WITNESS:

This Consortium Agreement may be signed electronically and in counterparts.

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.

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)

According to existing bilateral agreements between Centre National de la Recherche Scientifique and its linked associated partners, the Centre National de la Recherche Scientifique is empowered to sign this Consortium Agreement on behalf of Sorbonne Université (SU), Université Grenoble Alpes (UGA).

Name: Christophe J. Muller

Title: Délégué Régional Alpes

Date and signature

ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN)

Name(s)

Title(s)

Date and signature

THE SQUARE KILOMETRE ARRAY OBSERVATORY

Name(s)

Title(s)

Date and signature

CONSORCIO PARA EL EQUIPAMIENTO Y EXPLOTACION DEL LABORATORIO SUBTERRANEO DE CANFRANC (LSC)

Name(s)

Title(s)

Date and signature

QUEEN'S UNIVERSITY AT KINGSTON (SNOLAB)

Name(s)

Title(s)

Date and signature

SOUTH DAKOTA SCIENCE & TECHNOLOGY AUTHORITY (SURF)

Name(s)

Title(s)

Date and signature

STELLENBOSCH UNIVERSITY (SU)

Name(s)

Title(s)

Date and signature

THE UNIVERSITY OF ADELAIDE (UoA)

Name: Dr Michael Millan

Title: Executive Director, Research Services

Date and signature

THE UNIVERSITY OF MELBOURNE (UoM)

Name(s)

Title(s)

Date and signature

UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)

Name(s)

Title(s)

Date and signature

UNIVERSITY OF SOUTH AFRICA (UNISA)

Name(s)

Title(s)

Date and signature

UNIVERSITY OF THE WESTERN CAPE (UWC)

Name(s)

Title(s)

Date and signature

UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG (WITS)

Name(s)

Title(s)

Date and signature

UNIVERSITE LYON 1 CLAUDE BERNARD (UCB)

Name(s)

Title(s)

Date and signature

INSTITUT MINES-TELECOM (IMTA)

Name(s)

Title(s)

Date and signature

Attachment 1: Consortium Budget

A/ Budget as per Grant Agreement

Beneficiaries	Grant for beneficiaries		Grant for Associated Partners Secondments								Total grant allocated to beneficiaries
	Person-month	Amount	SU		UNISA		UWC		WITS		
			Person-month	Amount	Person-month	Amount	Person-month	Amount	Person-month	Amount	
CNRS	42	€ 210 420	16	80160	2	10020	5	25050	1	5010	€ 330 660
INFN	70	€ 350 700	6	30060	3	15030	6	30060	1	5010	€ 430 860
SKAO	2	€ 10 020	0	0	0	0	0	0	0	0	€ 10 020
TOTAL	114	571140	22	110220	5	25050	11	55110	2	10020	€ 771 540

Contribution per Person-Month: € 5010

- Top-up allowance: € 2710
- Research training and networking contribution: € 1300
- Management and indirect contribution: € 1000

B/ Reallocation of the budget

	Partner	Person-month	Budget before compensation	Planned top-up allowance	Planned institutional contributions	Deducted amount (28,7%)	Compensation for organisational & logistics costs					Budget after compensation	Total available for research, networking, training and management	
							Project manager	Kick-off meeting	Project WK	Summer schools	Long-distance secondments (NETC)			Contribution for travels costs (NETC)
Beneficiaries	CNRS	42	210420	113820	96600	27722,73	43450	5000				231147,27	68877,27	
	INFN	70	350700	189700	161000	46204,55			5000			309495,45	114795,45	
	SKAO	2	10020	5420	4600	1320,13						8699,87	3279,87	
Associated Partners	LSC	0	0	0	0	0					1600	1600,00	0	
	SNOLAB	3	0	0	0	0				1500	3000	4500,00	0	
	SURF	0	0	0	0	0			10000		3000	13000,00	10000	
	SU	22	110220	59620	50600	14521,43						95698,57	36078,57	
	UoA	9	0	0	0	0				4500	3000	7500,00	0	
	UKRI	0	0	0	0	0					1600	1600,00	0	
	UoM	4	0	0	0	0				2000	3000	5000,00	0	
	UNISA	5	25050	13550	11500	3300,32						21749,68	8199,68	
	UWC	11	55110	29810	25300	7260,71						47849,29	18039,29	
	WITS	2	10020	5420	4600	1320,13						8699,87	3279,87	
								5000	10000					
Total			771540	417340	354200	101650	43450	5000	10000	20000	8000	15200	771540	252550

Attachment 2: Identified entities under the same control according to Section 9.5

For CNRS

- Institut mines télécom
- Institut polytechnique de Grenoble
- Nantes Université
- Sorbonne Université
- Université Claude Bernard Lyon 1
- Université de Bordeaux
- Université Grenoble Alpes
- Université Paris Cité
- Université Paris-Saclay

Attachment 3: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 4: Secondment Agreement

This attachment is provided as template, Parties may decide to adapt its content providing they comply with the provisions of the NEXUS Grant Agreement and Consortium Agreement.

This Secondment Agreement (or Agreement) is made between:

[Seconding entity name] hereinafter referred to as "Seconding Entity", established in [Seconding entity legal address]

and

[Host entity name] hereinafter referred to as "Host Entity", established in [Host entity legal address]

Hereinafter, jointly or individually, referred to as "Parties" or "Party"

and

[Staff Member name] hereinafter referred to as "Staff Member"

WHEREAS

The Parties are partners in the NEXUS project "North-south Exchange for Underground Science", approved and funded by the European Commission under Grant Agreement no 101236929.

The Parties have executed a Consortium Agreement in which binding commitments among themselves are being agreed upon in addition to the provisions of the Grant Agreement.

The Host Entity is willing to provide training and support to the Staff Member of the Seconding Entity on the basis of a Secondment for the execution of specific tasks within the NEXUS project.

Now, therefore, it is hereby agreed as follows:

1. Definitions

Secondment refers to a period during which a Staff Member is hosted by an entity (Host Entity) other than their employing institution (Seconding Entity) on the condition as set out in this Agreement in order to perform the activities planned in the NEXUS project.

Secondment Plan means the detailed plan of tasks to be carried out by the Staff Member during the Secondment as described in Annex 1 of this Agreement.

Staff Member means a researcher at any career stage (from doctoral candidates to experienced researchers), as well as administrative, managerial, or technical staff supporting the Research & Innovation activities under the Project. Staff Members must have been actively engaged or linked to R&I activities for at least one month (full-time equivalent) at the sending institution, before the first period of Secondment.

2. General conditions

The Seconding Entity agrees to the placement of [Name of the Staff Member] (“Staff Member”) at the Host Entity within the framework of the NEXUS project, for 100% full time equivalent from [Start date of the Secondment] to [end date of the Secondment].

During the period of the Secondment the Staff Member will perform the tasks as outlined in the attached Secondment Plan (Annex 1). This activity is based at the Host Entity in [Insert town and country] and the Staff Member will reside in that country.

The Secondment is subject to the Staff Member being and remaining eligible to be appointed in the seconding country and is, if required, subject to the Staff Member obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country’s immigration rules.

3. Role and obligations

The Staff Member shall remain at all times subject to the terms and conditions under their contract with the Seconding Entity. The Staff Member will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to the employment of the Staff Member.

The Seconding Entity is solely responsible for the fulfilment of its obligation to ensure that the Staff Member is covered at all times during the Secondment with a valid insurance policy and under a social security scheme providing an adequate protection in terms of level and scope. To avoid doubt, this may include ensuring that the Staff Member is covered by their own health insurance policy covering the period they are living and/or travelling in connection with the Secondment.

The Staff Member shall comply with all internal regulations and policies regarding, but not limited to, work organisation, proper scientific conduct, safety and security of the Host Entity.

The Host Entity will provide the Staff Member with the facilities and means, including equipment, products and consumables, necessary to implement the tasks as outlined in Annex 1 for the duration of the Secondment.

The Host Entity will ensure that the Staff Member enjoys the same standards of safety and occupational health as those of its employees holding a similar position. However, in no event shall the Host Entity be responsible for the payment of or waiver of any costs associated with the insurance, accommodation or travel expenses of the Staff Member.

The Staff Member must devote themselves fulltime to the tasks as outlined in Annex 1, unless there are duly justified reasons connected to personal or family circumstances. The Staff Member will ensure during the stay at the Host Entity:

- (a) to be covered with adequate health and accident insurance, which is valid for the whole Secondment period,
- (b) to maintain confidentiality according to the rules described in the NEXUS Consortium Agreement and Article 13 of the Grant Agreement as well as to comply with the arrangement related to the intellectual property rights,
- (c) to acknowledge the funding under the Horizon Europe grant in joint publications, communications or patent applications.

4. Liability

The Seconding Entity shall not be liable to the Host Entity in respect of any loss or damage suffered by the Host Entity arising out of or relating to the tasks performed under this Agreement or in respect of

any failure to provide the tasks or arising out of or relating to the termination of the Staff Member's appointment at the Host Entity prior to the expiry date.

The Seconding Entity shall not be liable in respect of any loss or damage suffered by any third party arising out of or relating to Host Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the Staff Member and other persons who may also be affected.

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 gross negligence.

5. Financial arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the Agreement. The Host Entity shall not be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the Staff Member, except when the Host Entity is a Beneficiary and hosts a Staff Member from an associated partner located in South Africa.

The Staff Member will not receive any other incomes other than those received from the Seconding Entity for the activities carried out in the framework of this Agreement.

6. Intellectual property

Any Results, including information, whether or not they can be protected, arising out of the Secondment activities shall be property of the Party that generates them.

In the case of any Results, including information, generated solely by the Staff Member during the Secondment, the Party that generates them shall be the Seconding Entity. No license of the Results shall be implicitly granted to the Host Entity, providing this Agreement. Consequently, in the event that a license of the Results were to be required, the Parties shall negotiate, in good faith, the terms and condition of a license.

Any Results, including information, whether or not they can be protected, arising under this Agreement and generated jointly by the Host Entity and the Staff Member shall be the property of the Host Entity and the Seconding Entity. The Parties shall conclude a separate written agreement (Joint Ownership Agreement) which regulates in detail the regime for the protection and exploitation of such Results, before any industrial or commercial use.

For the avoidance of doubt, any information or intellectual property rights which are owned by a Party prior to this Agreement shall remain property of that Party and shall not be affected by this Agreement.

In the case that the Staff Member enjoys access rights to results and information generated within the NEXUS Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the Seconding Party and Hosting Party will ensure that the rights of the respective owner(s) are upheld in accordance with the NEXUS Grant Agreement and the NEXUS Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the Staff Member will treat all such information, results, copyrights, data, documents, materials or IPR as 'confidential information' in accordance with the terms of the NEXUS Grant Agreement Article 13.

The Staff Member shall inform the Seconding Entity and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual property provisions of this Agreement, the NEXUS Grant Agreement and/or the NEXUS Consortium Agreement.

7. Confidentiality

The Staff Member has the same rights and will comply with the same obligations as the Seconding Entity with regards to the NEXUS Grant Agreement Article 13.

The Parties agree to comply with the non-disclosure provisions of the NEXUS Consortium Agreement Article 10.

8. Applicable law and settlement of disputes

This Agreement shall be governed by the Belgian law and the Parties consent to the exclusive jurisdiction of the courts of the Belgian law in respect of this Agreement.

The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled by the Courts.

9. Entry into force and termination

This Agreement shall become effective as of the begin of the Secondment Period and be terminated automatically at the end of the Secondment Period, or if the Staff Member's appointment by the Seconding Entity is terminated for whatever reason or if the Action is terminated.

Either the Seconding Entity or the Host Entity may terminate this Agreement before the end of the period with three months' notice in writing to the other Party. In case of termination of the Staff Member's appointment by the Seconding Entity, the Seconding Entity shall notify the Host Entity immediately.

The duration of the Secondment can be extended by mutual written agreement between the Seconding Entity and the Host Entity.

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

At the end of this Agreement the Staff Member will resume the full duties of their employment at the Seconding Entity.

10. Additional remarks

Nothing in this Agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the NEXUS Grant Agreement.

Nothing in this Agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the Staff Member at the Seconding Entity.

Any proposed changes to the terms of this Agreement shall be discussed and agreed in writing by the Seconding Entity and Host Entity prior to initiation or amendment.

In the event of any inconsistency or conflict between the provisions of this Agreement and the Consortium Agreement and Grant Agreement, the terms and conditions of the Consortium Agreement and Grant Agreement shall prevail and supersede any conflicting provisions in this Agreement.

11. Signatures

This Agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the Staff Member.

For and on behalf of the Seconding Entity

Name:

Function:

Date and Signature:

For and on behalf of the Host Entity

Name:

Function:

Date and Signature:

For and on behalf of the Staff Member

Name:

Function:

Date and Signature:

Attachment 5: 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 amongst them on the Background for the Project. This is the purpose of this attachment.

Party 1

As to **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 2

As to **ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 3

As to **THE SQUARE KILOMETRE ARRAY OBSERVATORY (SKAO)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”,

	“Access rights to background and results for implementing the Action”)	sub-section “Access rights for exploiting the results”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 4

As to **CONSORCIO PARA EL EQUIPAMIENTO Y EXPLOTACION DEL LABORATORIO SUBTERRANEO DE CANFRANC (LSC)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 5

As to **QUEEN'S UNIVERSITY AT KINGSTON (SNOLAB)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 6

As to **SOUTH DAKOTA SCIENCE & TECHNOLOGY AUTHORITY (SURF)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 7

As to **STELLENBOSCH UNIVERSITY (SU)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Stellenbosch University is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 8

As to **THE UNIVERSITY OF ADELAIDE (UoA)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the University of Adelaide is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 9

As to **THE UNIVERSITY OF MELBOURNE (UoM)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of The University of Melbourne is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 10

As to **UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 11

As to **UNIVERSITY OF SOUTH AFRICA (UNISA)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of University of South Africa is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 12

As to **UNIVERSITY OF THE WESTERN CAPE (UWC)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 13

As to **UNIVERSITY OF THE WITWATERSRAND JOHANNESBURG (WITS)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 14

As to **UNIVERSITE LYON 1 CLAUDE BERNARD (UCB)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Université Lyon 1 Claude Bernard is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 15

As to **SORBONNE UNIVERSITE (US)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Sorbonne Université is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 16

As to **INSTITUT MINES-TELECOM (IMTA)**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

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

Party 17

As to **UNIVERSITE GRENOBLE ALPES (UGA)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Université Grenoble Alpes is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Attachment 6: List of third parties for simplified transfer according to Section 8.3.2.

For CNRS

- Institut Mines Télécom
- Institut Polytechnique de Grenoble
- Nantes Université
- Sorbonne Université
- Université Claude Bernard Lyon 1
- Université de Bordeaux
- Université Grenoble Alpes
- Université Paris Cité
- Université Paris-Saclay

Attachment 7: NDA for External Advisory Board agreed under Section 6

Non-disclosure agreement

BY AND BETWEEN

Centre National de la Recherche Scientifique, a public scientific and technological establishment, having its registered offices at 3 rue Michel-Ange, 75794 Paris Cedex 16, France,

Hereinafter referred to as “CNRS”

Acting in its own name, and as Coordinator of the NEXUS Action (GA no. 101236929), on behalf of NEXUS partners hereinafter referred to as “Participants” and listed hereafter:

- Consorcio para el Equipamiento y Explotacion del Laboratorio Subteraneo de Canfranc (LSC)
- Queen’s University at Kingston (SNOLAB)
- South Dakota Science & Technology Authority (SURF)
- Stellenbosch University (SU)
- The University of Adelaide (UoA)
- The University of Melbourne (UoM)
- United Kingdom Research and Innovation (UKRI)
- University of South Africa (UNISA)
- University of the Western Cape (UWC)
- University of the Witwatersrand Johannesburg (WITS)

AND

Ms. / Mrs. / Mr. [name and surname to be completed], of [nationality to be completed] nationality, born on the [to be completed] in [place of birth to be completed], living at [address to be completed], having the capacity to contract,

hereinafter referred to as “Ms. / Mrs./Mr. XXX”.

CNRS and Ms. / Mrs. / Mrs. XXX are hereinafter referred to as “Parties” or individually “Party”

WHEREAS:

The Parties are partners in the NEXUS project “North-south Exchange for Underground Science”, approved and funded by the European Commission under Grant Agreement no 101236929.

Ms./Mrs./Mr. XXX is specialized in [to be completed],

The Parties wish to enter into discussions regarding [describe the object of the discussions], hereinafter referred to as the “Object”.

For that purpose the Parties agree that each of them is likely to disclose confidential information to the other one.

Thus, the Parties agree to conclude the present agreement (hereinafter referred to as “Agreement”) to ensure the protection of the confidential information and to fix the related rights and obligations of the Parties.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Definition

'Confidential Information' means

- Any and all information and/or data of any nature, and in any form whatsoever, whether patented or not, that is disclosed in any way (including without limitations oral and written disclosures or disclosures fixed on any medium whatsoever) by a Party ("Disclosing Party") to the other Party ("Receiving Party") under the Agreement. For the avoidance of doubt, the term "Party" shall include any Participant (as defined above);
- Any information regarding the existence, execution or signature of the Agreement.

2. Purpose

The purpose of the Agreement is to set forth the rules related to the protection and use of the Confidential Information that the Parties wish to exchange under the Agreement.

It is understood between the Parties that no product or sample can be exchanged during the Agreement. The transfer of any product or sample from a Party to the other shall be subject to the signature of a specific agreement fixing the rules regarding this transfer.

3. Obligations of the Parties

The Parties agree, as from the signature of the Agreement and during all its term, to hold in strict confidence, not to disclose and not to use directly or indirectly the Confidential Information received under the Agreement, without the prior and written authorization of the other Party.

The Receiving Party undertakes, except prior written agreement of the Disclosing Party:

- a) to deem the Confidential Information as strictly confidential and to treat it with the same degree of care and protection that it would apply to its own Confidential Information (but in any event not less than reasonable care);
- b) not to use the Confidential Information for other purposes than for the purpose set forth in the Agreement;
- c) not to copy, reproduce or duplicate, totally or partially the Confidential Information for other purposes than those of the implementation of the Object;
- d) not to disclose the Confidential Information that it holds under its responsibility except, when applicable, to the members of its staff that need it for the purpose set forth in the Agreement, and to ensure that such members of its staff use Confidential Information only for the purpose set forth in the Agreement;
- e) when appropriate, take any measures that are deemed necessary so that, when applicable, the members of its staff that need to know of the Confidential Information agree, before any communication, to treat it with the same degree of care than the one resulting from the present Agreement.

In any case and when applicable, the Receiving Party remains liable towards the Disclosing Party for the respect by its staff of the obligations described in the present article.

Any and all other disclosure or use of the Confidential Information shall require the prior, written agreement of the Disclosing Party.

4. Exceptions

Notwithstanding the dispositions of Article 3, each Party may disclose or use the Confidential Information if and so far that they can prove that:

- a) it was already lawfully in the Receiving Party's possession before the conclusion of the Agreement;
- b) it was publically available prior or after its communication, but in this latter case without any fault of the Receiving Party;
- c) it was legally received from a third party;
- d) it was developed independently and in good faith by members of its staff who did not have an access to the Confidential Information;
- e) the use or disclosure of the Confidential Information was authorized in writing by the Disclosing Party.

In the event the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, such disclosure shall be limited to that only portion which is legally required. The Receiving Party agrees to inform the Disclosing Party as soon as possible and prior to any disclosure, in order to facilitate the Disclosing Party taking all appropriate measures to preserve the confidentiality of the information.

5. Limits of the Agreement

No provision of this Agreement shall establish an obligation for the Parties to enter any other kind of agreement or contractual relationship. The purpose of the Agreement is to exchange information. The Agreement is not an offer, or a proposition or a promise to contract with the other Party. It could not be interpreted or regarded as an act of society, a partnership, collaboration or an association between the Parties. *Affectio societatis* between the Parties is hereby expressly excluded.

All Confidential Information and its reproductions as well as associated intellectual property rights shall remain the exclusive property of the Disclosing Party.

No provision of this Agreement shall be understood as:

- A waiver of protection of Confidential Information by patent or any other intellectual property rights by the Disclosing Party;
- A transfer of any right over the Confidential Information by the Disclosing Party to the Receiving Party; the Receiving Party undertakes not to file, directly or indirectly, any patent application or industrial property title on the Confidential Information disclosed by the Disclosing Party;
- A right for the Receiving Party to make a profit, in a direct or indirect way on the Confidential Information. Any use of the Confidential Information for other purposes than those described herein shall lead, if necessary, to the prior signature of a specific Agreement setting the terms and conditions of such use.

6. Warranty and liability

The Confidential Information exchanged between the Parties is transferred « as is » and without any warranty of any kind whatsoever, in particular without any warranty of answering to a specific need, without any warranty of accuracy or correctness, without any warranty of eviction and without any warranty that third parties are not counterfeiting the rights.

Such Confidential Information is used by the Parties at their sole expense and respective risks. Consequently, no liability may be sought towards neither Party for any damage or harm resulting from the use of the Confidential Information. No Party shall be held liable for the impossibility to use entirely or partially the Confidential Information.

7. Duration and termination

The Agreement shall take effect from the [date to be completed] /OR at the date of the last signature/ and shall stay in force until the end of the Project on December 31st, 2029.

The Agreement may be terminated at any time, by any Party, following a written thirty (30) calendar days' notice made by registered letter with acknowledgement of receipt sent to the other Party.

Following termination or expiry of the Agreement, the obligations regarding the exchanged Confidential Information shall survive for five (5) years.

8. Communications and notifications

Any communication of Confidential Information under the Agreement shall be made by the employee(s) of the Disclosing Party to the employee(s) of the Receiving Party below listed as entry point(s), or to any other employee which shall be further designated in writing by each respective Party as entry point:

CNRS entry point: Mrs Fairouz MALEK, fmalek@lpsc.in2p3.fr

Any notice relating to the implementation or interpretation of the Agreement shall be validly made to the respective contacts that the Parties have indicated below. Any notice shall, in order to be validly opposed to the other Parties, be made by registered letter with acknowledgment of receipt or email with acknowledgment of receipt immediately confirmed by mail in the last case and shall be deemed valid as from the date of delivery.

For CNRS:

CNRS

Délégation Alpes, Service Partenariat et Valorisation

25, rue des Martyrs - 38042 Grenoble - FRANCE

a.spv-responsable_service@dr11.cnrs.fr

For Mrs./Mr. XXX:

Address: [to be completed]

Mail: [to be completed]

9. Destruction and return

Unless otherwise agreed between the Parties, the Confidential Information as well as any and all of its copies thereof, exchanged between the Parties shall be destroyed or returned to the Disclosing Party upon receipt of a written request, sent in a fifteen (15) days period following the termination or expiry of the Agreement. The Parties commit to provide a destruction certificate upon request of the other Party.

10. Amendment

Any modification of the Agreement shall be subject to an amendment signed by both Parties.

11. Entirety of the Agreement

This Agreement constitutes the complete and exclusive agreement between the Parties with respect to the Object, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

12. Intuitu personae

The Agreement is executed *intuitu personae*. Consequently, no Party is authorised to transfer all or part of the rights and obligations defined in the Agreement to a third party without the prior written agreement of the other Party.

13. Litigation and applicable law

This Agreement is governed by French law.

In the event of a disagreement regarding the interpretation or execution of this Agreement, the Parties shall make their best efforts to settle their dispute out of court. Should the disagreement persist two (2) months following reception from a Party of a written notice of complaint sent by the other Party, the matter shall be referred to the French courts having jurisdiction.

14. Signature

Executed in Grenoble in two (2) original copies, one (1) for each signing Party /OR signed electronically/.

For the CNRS (acting in its own name, and as Coordinator of NEXUS Action, on behalf of the Participants)

Name:

Function:

Date and signature:

For Mrs./Mr. XXX

Date and signature: