EURO-MÉTROPOLE DE METZ
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DÉCISION 434/2026

PORTANT SIGNATURE DE L'ACCORD DE CONSORTIUM UNVEIL

Nous soussigné, Philippe Brunella, Conseiller délégué de l'Euro-Métropole de Metz,

VU le Code Général des Collectivités Territoriales,

VU la délibération en date du 16 avril 2026, par laquelle le Conseil Métropolitain a donné délégation à son Président,

VU l'arrêté de Monsieur le Président en date du 17 juin 2026, par lequel Monsieur Philippe Brunella, conseiller délégué de l'Euro-Métropole de Metz, a reçu délégation, dans la limite de ses fonctions, pour «Signer les conventions de partenariat sans échange financier direct ou portant sur un échange financier direct entre les parties d'un montant inférieur ou égal à 10 000 euros TTC das la limite des crédits inscrits au budget",

VU la proposition du CNRS d'associer l'Euro-Métropole de Metz au projet UNVEIL qui s'inscrit dans le cadre de Horizon Europe, porté par l'Union Européenne,

VU l'intérêt pour le Musée de la Cour d'or de participer à ce projet, et dont les collections pourront bénéficier des études et des résultats,

DÉCIDONS :

De signer l'accord de Consortium UNVEIL

Accusé de réception - Ministère de l'Intérieur
057-200039865-20260818-Decis434-2026-AU
Accusé certifié exécutoire
Réception par le préfet : 20/08/2026
Pour l'autorité compétente par délégation

Fait à Metz, le 18 AOUT 2026

Pour le Président

Le Conseiller délégué au Musée de la Cour d'Or et à l'archéologie préventive

Philippe BRUNELLA

Adjoint au Maire de Metz à la Culture, au Patrimoine, aux Cultes et à la laïcité

Consortium Agreement

DESCA
MODEL CONSORTIUM AGREEMENT

Project number: 101226363

UNVEIL

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

Réf. CNRS : 316141

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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 March 1st 2026 hereinafter referred to as the "**Effective Date**".

(1) **BETWEEN:CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS),** PIC 999997930, with legal address RUE MICHEL ANGE 3, 75794 PARIS France - the Coordinator

(2) **UNIVERSITA DELLA CALABRIA (CAL),** PIC 999863391, with legal address **Via Pietro Bucci 87036 Rende CS**,

(3) **UNIVERSITY OF WARWICK (WA)**, PIC 999976784, with legal address **University House, Kirby Corner Road, Coventry, CV4 8UW, United Kingdom** ,

(4) **FRAUNHOFER GESELLSCHAFT ZUR FÖRDERUNG DER ANGEWANDTEN FORSCHUNG E.V., acting as legal entity for its Fraunhofer-Institut für Keramische Technologien und Systeme (Fraunhofer)**, PIC 999984059, with legal address Hansastraße 27c, 80686 München/Germany,

(5) **KATHOLIEKE UNIVERSITEIT LEUVEN (KUL)**, PIC 999991334, for the purposes of this Agreement represented by KU Leuven Research & Development, Waaistraat 6, box 5105, 3000 Leuven, Belgium,

(6) **NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU (NTNU)**, PIC 999977851, with legal address **Høgskoleringen 1, 7034 Trondheim, Norvège**

(7) **PROFILOCOLORE SRL (PCO)**, PIC 926273177, with legal address **Via Val D'Aosta, 24, 00141 Roma, Italia,**

(8) **UNIVERSITY OF NEWCASTLE UPON TYNE (NEW)**, PIC 999985417, with legal address **Newcastle upon Tyne NE1 7RU, United Kingdom**,

(9) **UNIVERSITAT TRIER (TRI)**, PIC 999863682, with legal address **Universitätsring 15, 54296 Trier**, Germany

(10) **RHEINISCH-WESTFAELISCHE TECHNISCHE HOCHSCHULE AACHEN (RWTH)**, PIC 999983962, as statutory corporation represented by the Rector, Templergraben 55, 52062 Aachen, Germany,

Hereinafter, jointly or individually, referred to as "Beneficiary" or "Beneficiaries"

and Associated Partners:

(11) **UNIVERSITE DE LORRAINE (UL)**, PIC 954831626, with legal address **34 cours Léopold, 54000 Nancy, France**,

(12) **TECHNISCHE UNIVERSITAET DRESDEN (TUD)**, PIC 999897729, with legal address 01069 Dresden, Germany **...**,

(13) **CENTRO PER LA CONSERVAZIONE ED IL RESTAURO DEI BENI CULTURALI LA VENARIA REALE FONDAZIONE**, PIC 989190093, with legal address Settembre 18, 10078 Venaria Reale (To) Italy

(14) **UNIVERSITAET LEIPZIG (ULEI)**, PIC 999854564, with legal address **represented by the Rector, who is represented by the Head of Administration and Finance, Dr. Jörg Wadzack, with legal address Ritterstrasse 26, 04109 Leipzig, Germany; executing unit: Museum of Classical Antiquities, Ritterstrasse 14, 04109 Leipzig, Germany, Principal Investigator: Dr. Jörn Lang**

(15) **EURO-METROPOLE DE METZ**, PIC 925074936, with legal address **1 place du Parlement de Metz, Metz, France**,

(16) **S. T.Art-Test di S. Schiavone & C sas (START)**, PIC 902914219, with legal address street **Stovigliai n. 88, 93015 Niscemi (CL) Italy**

(17) **Sofia Maria Facal Belli (SKILL4S)**, PIC 885884996,

(18) **Twiceout S.r.l. (TWO)**, PIC 885500100, with legal address **Via Michele Mercati, 5, 00197 Roma RM, Italia**,

(19) **UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA (SAP)**, PIC 999987745, with legal address **Piazzale Aldo Moro, 5, Roma, Italia**,

(20) **UNIVERSITE PARIS-SACLAY (SAC)**, PIC 897067059, a scientific, cultural and professional public national establishment having its centre at in Bâtiment Breguet, 3 rue Joliot Curie, GIF-SUR-YVETTE 91190, France,

(21) **Great North Museum: Hancock (GNM)**, PIC 884339883, with legal address **City of Newcastle upon Tyne for and on behalf of North East Museums (representing Great North Museum: Hancock), with legal address Discovery Museum, Blandford Square, Newcastle upon Tyne, NE1 4JA**

Hereinafter, jointly or individually, referred to as "Associated Partner" or "Associated Partners".Hereinafter the Coordinator, Beneficiaries and Associated Partner, jointly or individually, referred to as "Parties" or "Party".

Relating to the Action entitled

Unified Nondestructive Evaluation of Historical Artefacts

in short

UNVEIL

hereinafter referred to as "Project"

WHEREAS:

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

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Granting Authority (hereinafter “Grant Agreement”).

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Associated Partners”

Associated Partners complement the research training programme but do not recruit and employ any researchers within the project. They provide additional research and transferable skills training and/or secondment opportunities. They can also deliver the doctoral degree. Associated Partner organisations can be academic or non-academic organisations, located in any country. They are not signatories to the Grant Agreement.

“Beneficiaries”

Beneficiaries are the legal entities that contribute directly to the implementation of the research training programme of the network by recruiting, supervising, hosting and training researchers within the project. They may also provide secondment opportunities. Beneficiaries are signatories to the Grant Agreement, receive funding, claim costs, and take complete responsibility for the proper implementation of the proposed research training programme.

“Consortium Body”

Consortium Body means any management body described in Section 6.7 (Governance Structure) 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 Supervisory Board (SuB).

“Cultural Heritage Object”

Cultural Heritage Object means any physical artefact, specimen, or material of archaeological, historical, artistic, scientific or religious significance held in, on deposit with, or under the custodianship of a Partner institution.

For the avoidance of doubt, “Cultural Heritage Object” does not include:

(a) research data, diagnostic outputs, or analytical results generated by the Project in relation to such objects;

(b) descriptive metadata created by the Project; or

(c) born-digital reconstructions or models unless expressly designated as such in Annex **7**.

This definition shall be interpreted consistently with Article 2(1) of Directive 2014/60/EU and, where applicable, Article 14 of Directive (EU) 2019/790.

“Defaulting Party”

Defaulting Party means a Party which the Supervisory Board (SuB) has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.

“Doctoral Candidate (DC)”

A Doctoral Candidate is a postgraduate researcher engaged in research activity, including the period of research training, who has not yet been awarded a doctoral degree. The eligibility period of DCs is determined in accordance with the rules of the Horizon Europe MSCA-DN programme and the relevant national regulations of the recruiting Beneficiary.

The DC is recruited and employed under a separate agreement by a Party. The details of DCs, their appointing institutions and their person-months included in Annex I to the Grant Agreement.

“Granting Authority”

means the body awarding the grant for the Project.

“Effective Date”

Effective Date if the official starting of the project as indicated in the Grant Agreement.

“Financial Contribution”

Financial Contribution means any claim for reimbursement or payment of costs (including but not limited to salaries, travel expenses, accommodation, or equipment) directly charged to the project budget as eligible contributions under Annex 2 of the Grant Agreement.

Associated Partners are explicitly excluded from claiming any Financial Contribution from the project budget, unless otherwise expressly agreed in writing by the SuB and in strict compliance with Article 9.1 of the Grant Agreement. For the avoidance of doubt, reasonable and duly documented travel, accommodation and subsistence expenses incurred by Associated Partners when invited to attend Consortium events shall be covered by the relevant event budgets, as described later in this Agreement, and shall not be treated as a Financial Contribution claimed by an Associated Partner.

"Intellectual Property (IP)"

Any information protectable under law , including but not limited to design rights, patents, copyrights, know-how, data and trade secrets.

"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.

"Recruiting Beneficiary"

Recruiting Beneficiary (as defined in Article 2 of the Grant Agreement) that has recruited and employs the Doctoral Candidate under an employment contract or equivalent agreement, in accordance with Article 6.2 of the Grant Agreement.

"Results"

Results has the same meaning like given to Results in Article 16.2 of the Grant Agreement: any tangible or intangible effect of the action, such as data, know-how, whatever its form or nature, whether or not it can be protected, that are (further) developed and/or created during the Project, as well as any rights attached to it, including intellectual property rights,

Results include:

- "Own Results": Results independently generated by one Party during the Project;
- "Joint Results": Results jointly generated by two or more Parties during the Project. For the avoidance of doubt, a Party may claim (part) ownership of Joint Results if its contribution is:

- Both intellectual and substantial, or
- Solely substantial or intellectual but indispensable to achieving the result (e.g, provision of unique data, critical infrastructure, or key resources).

"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.

"Secondment(s)"

Secondment means the temporary transfer of a Doctoral Candidate (DC) from their recruiting Beneficiary to the premises or facilities of another Beneficiary or Associated Partner, for the purpose of research training, interdisciplinary exposure, or sectoral experience, in accordance with the Description of the Action (Annex 1) and the MSCA-DN mobility rules.

The following conditions apply to all Secondments, including those involving Associated Partners:

1. Alignment with project objectives: The Secondment must be foreseen in Annex 1 of the Grant Agreement and align with the project's training and research objectives;
2. No Financial Contribution: Associated Partners shall not claim any Financial Contribution from the project for hosting the DC. All costs related to the Secondment (e.g., travel, accommodation) shall be covered by the recruiting Beneficiary or the project budget, as applicable;
3. Responsibility of the Recruiting Beneficiary: The recruiting Beneficiary retains full responsibility for the DC's employment contract, social security coverage, and compliance with all MSCA-DN mobility rules during the Secondment period;
4. Compliance with obligations: The Associated Partner hosting the DC must comply with the obligations set out in Articles 11 (proper implementation), 13 (confidentiality and security), 14 (ethics), and 17.2 (visibility) of the Grant Agreement, as applicable.

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 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

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

If

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

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

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 Supervisory Board (SuB) 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.

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 Partner(s)

In addition to implementing the Project tasks attributed to it/them Annex 1 of the Grant Agreement, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflict of interests (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)
- General information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partner(s) support(s) the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit(s) to contribute to the technical and continuous reporting (including the Results Ownership List) during and after the implementation of the Project.

Furthermore, the Associated Partner(s) 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 Article 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 Partners tasks and the costs for additional efforts necessary to implement the Project.

Should the Associated Partner(s) 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 Breach

In the event that the Supervisory Board (SuB) 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 SuB, 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 SuB may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.4 Involvement of third parties

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

4.5 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.

4.6 Responsibilities during Secondments

Secondments will be implemented as described in Annex I of the Grant Agreement.

Parties are free to establish a supplementary bilateral agreement to specify the terms and conditions of the Secondments. Such supplementary agreement shall not conflict with the Grant Agreement or the Consortium Agreement.

During any period of Secondment, the seconded Doctoral Candidate shall remain employed by the Party by which he/she was recruited.

Except as otherwise set out in this Section, the Party employing the seconded Doctoral Candidate shall be solely responsible for the fulfillment towards the Doctoral Candidate of the obligations of Beneficiaries set out in Annex 5 Specific Rules of the Grant Agreement, including the distribution to the Doctoral Candidate of the monthly support in accordance with the Beneficiary's own usual accounting and management principles and practices.

Except as otherwise set out in this Section, the Party hosting the seconded Doctoral Candidate shall have no obligation or liability to the employing Party or to the seconded Doctoral Candidate for any of the conditions set out in Annex 5 Specific Rules of the Grant Agreement, including but not limited to liability to the employing Party or to the seconded Doctoral Candidate for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

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

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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 wilful act, or gross negligence..

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

Notwithstanding the foregoing, a Party's liability shall not be limited in cases where the damage was caused by a wilful act or gross negligence, or to the extent that such limitation is prohibited by applicable law.

5.3 Claims

No Party shall assert any claim for damages caused in connection with the performance or non-performance of an obligation under this Consortium Agreement against representatives, staff (including Doctoral Candidates) or other auxiliary persons of another Party. This shall however not exclude claims against auxiliary persons to the extent that the damage was caused by their willful act or to the extent that such exclusion is not permitted by law.

5.4 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.

5.5 Force Majeure

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

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

5.6 General Data Protection Regulation

All Parties confirm they have a Data Protection Policy and that they are compliant with the General Data Protection Regulation (GDPR). The relevant data protection regulations shall be complied with by the Parties, in particular those of Regulation [EU] 2016/679 (General Data Protection Regulation, GDPR) and the federal and state data protection laws in their up-to-date versions.
For the avoidance of doubt, Parties shall be entitled to exchange and process Personal Data pertaining to the employees or contractors directly involved in the implementation of the Action (e.g. names and email addresses), for the purpose of such implementation, subject to compliance with the provisions of the Data Protection Legislation.

In case nevertheless any of the Parties will have to exchange Personal Data among themselves, with the exception of the administrative data mentioned above, prior to such exchange, as a condition for such a disclosure, the Parties will enter in to a GDPR compliant Data Sharing Agreement. The Party collecting the respective personal data is the controller pursuant to Article 4 no. 7 GDPR, unless the processing of personal data is carried out as processing on behalf pursuant to Article 28 GDPR. In the case of processing on behalf, a data processing agreement must be concluded in accordance with Article 28 para. 3, 9 GDPR.

If the Parties jointly determine the purposes and means of processing, they are joint controllers pursuant to Article 26 GDPR. In these cases, an agreement must be concluded between the partners in accordance with Article 26 para. 1, 2 GDPR.

5.7 Export control

Each Party confirms, that it is not subject to any embargo, sanction, or any other applicable export control restriction at the time of the conclusion of the Consortium Agreement preventing the Party from fulfilling its obligations under the Consortium Agreement... Each Party shall promptly notify the other Parties in writing if it becomes aware that it will no longer be able to undertake the aforementioned.

Each Party shall be responsible for its own activities and compliance with sanction, export control laws and regulations in force from time to time applicable to that Party, and shall reasonably cooperate to ensure that other Parties may comply with their respective obligations.

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 Supervisory 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 Supervisory Board.

6 Governance structure

6.1 General structure

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

The **Supervisory Board (SuB)** – Decision-making body.

The **Executive Board (EB)** – Operational management body.

The **Doctoral Supervision Committee (DSC)** – Supervision and training coordination body.

The **Coordinator** – Intermediary between the Parties and the Granting Authority.

The **Project Manager**, appointed by the Coordinator, shall provide administrative and logistical support to all Consortium Bodies but shall not have voting rights or act as a chairperson unless explicitly designated by the SuB in exceptional circumstances.

6.2 Members of the Consortium Bodies

6.2.1 General Principles

Membership in the Consortium Bodies (Supervisory Board, Executive, Doctoral Supervision Committee) is reserved to representatives of the Beneficiaries and, where applicable, Associated Partners, as defined in Article 2 of the Grant Agreement and this Consortium Agreement.

Each Beneficiary shall designate one primary representative for each Consortium Body, unless otherwise specified (e.g., CNRS as Coordinator has two representatives in the SuB).

Notwithstanding the appointment of two representatives by CNRS in its capacity as Coordinator, such representation shall not entitle CNRS to more than one vote. CNRS shall exercise a single voting right in all decisions taken under this Agreement.

Associated Partners may participate in Consortium Bodies only as observers or designated members (e.g., one representative in the DSC, cf. Section 6.2.5), unless otherwise decided by the SuB.

All members shall comply with the operational procedures defined in Section 6.3 and act in the best interest of the project.

6.2.2 Supervisory Board (SuB)

6.2.2.1 Composition

One representative per Beneficiary and Associated Partner, appointed in writing within thirty (30) days of entry into force of this Consortium Agreement.

Two representatives of the Doctoral Candidates (DCs), elected annually by the DCs.

CNRS, as Coordinator, shall have two representatives (Alexandre LOCQUET and Clotilde BOUST).

Meetings shall be chaired by the Coordinator (or a designated representative). The Project Manager (PM) shall act as secretary, responsible for preparing agendas, drafting minutes, and ensuring follow-up on action items.

6.2.2.2 Appointment and replacement

Beneficiaries shall notify the Project Manager (PM) of their SuB representative via email.

Replacements shall be communicated at least fifteen (15) days before the next SuB meeting and confirmed by the Coordinator.

The accession of a new Party as Beneficiary shall require unanimous approval by the SuB, as per Section 6.3.5.1.

DCs' representatives shall be elected for a one-year term, renewable once, via a majority vote among all DCs.

6.2.2.3 Voting rights

Each Beneficiary has one vote.

CNRS shall cast one (1) Beneficiary vote; in case of disagreement between CNRS' two SuB representatives, the Coordinator shall cast the vote on behalf of CNRS.

DC representatives have advisory roles only and no voting rights, except on matters directly concerning DCs (e.g., training programs, supervision guidelines).

Decisions are taken by simple majority of Beneficiary votes.

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

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.6 or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 13.8 of this Consortium Agreement.

6.2.2.4 Specific tasks and decision-making powers of the Supervisory Board (SuB)

6.2.2.4.1 Strategic decision-making

The SuB is the main decision-making body of the consortium and is responsible for all strategical, financial, and legal decisions related to the Project. Its powers include, but are not limited to:

- Approval of the annual work plan.
- Validation of major amendments to the Consortium Agreement or Grant Agreement, including changes to the project scope, timeline, budget reallocation or partnership structure.
- Decision on the accession or termination of Parties, including the declaration of a Defaulting Party (Section 4.3 of the Consortium Agreement).
- Approval of public dissemination activities that may impact the consortium's reputation (Section 10.4 of the Consortium Agreement).Resolution of disputes between Parties that cannot be settled by the Executive Board.
- Appointment of the Doctoral Supervision Committee.

6.2.2.4.2 Financial oversight

The SuB shall:

- Monitor the financial execution of the Project, including the review of interim and financial reports prepared by the Coordinator (Section 9.2).
- Approve excess payments or budget reallocations, in compliance with the Grant Agreement (Article 22).
- Decide on the use of the Mutual Insurance Mechanism (if applicable) and any legal actions against a Defaulting Party (Section 4.3).

6.2.2.4.3 Scientific and ethical compliance

The SuB shall ensure compliance with:

- Ethical standards (Article 14 of the Grant Agreement), including the review of ethical issues raised by the Doctoral Supervision Committee (DSC).
- Gender Equality Plan (GEP) obligations and Open Science requirements.
- Data protection (GDPR) and export control regulations (Section 5.6).

6.2.2.4.4 Operational procedures

The SuB shall meet by month one (1) and meet at least twice per year (Section 6.3.4.1), with extraordinary meetings convened by the Coordinator or at the request of three (3) Beneficiaries.

The Coordinator (or designated representative) chairs the SuB and has a casting vote in case of a tie.

Exceptionally, the first SuB meeting held in month 1 (e.g., in connection with the kick-off meeting) may be convened even if the SuB is not yet fully constituted in accordance with Sections 6.2.2.1 and 6.2.2.2 (e.g., pending written appointments and/or the election of DC representatives). In such case, any resolutions agreed during this meeting shall be recorded in the minutes as recommendations only and shall have no binding effect until ratified by the SuB at its first meeting convened in accordance with this Consortium Agreement.

6.2.2.4.5 Accountability

The SuB shall document all decisions in minutes (Section 7.1.4) and ensure transparency toward the Granting Authority and Parties.

The SuB may delegate operations tasks to the Executive Board (EB) but retains ultimate responsibility for the tasks' accomplishment.

6.2.3 Executive Board (EB)

6.2.3.1 Composition

The EB consists of the Work Package Leaders and is chaired by Alexandre Locquet:

- Christ GLORIEUX (KUL) – WP1 Leader.
- Sylvie LE HEGARAT-MASCLE (SAC/CNRS) – WP2 Leader.
- Clotilde BOUST (CNRS) – WP3 Leader.
- Marco RICCI (CAL) – WP4 Leader.
- Bernd KÖHLER (Fraunhofer) – WP5 Leader.
- Alexandre LOCQUET (CNRS) – WP6 Leader and EB Chair.

6.2.3.2 Appointment and replacement

WP Leaders are designated by their Beneficiaries and confirmed by the SuB.

Change in WP Leaders requires written notification to the SuB and approval via amendments to this Consortium Agreement.

Absence without justification for three consecutive meetings triggers a review by the SuB (cf. Section 6.2.4.2).

6.2.3.3 Operational rules

The EB meets monthly, either online or in person with ad-hoc meetings convened by the Chair or at the request of two (2) WP Leaders.

The EB Chair prepares agendas and minutes, with administrative support from the Project Manager (PM).

Decisions are taken by consensus where possible; otherwise, by simple majority of WP Leaders present.

6.2.3.4 Specific tasks and decision-making powers of the Executive Board (EB)

6.2.3.4.1 Operational management

The EB is responsible for the day-to-day implementation of the Project and reports to the SuB. Its tasks include:

- Monitoring progress of Work Packages (WPs) and ensuring alignment with the Consortium Plan (Annex 1).
- Monitoring deliverables and milestones, including technical reports, financial statements, and periodic review.
- Identifying risks (e.g., delays, budget overruns) and proposing mitigation measures to the SuB.
- Facilitating communication between WPs, Beneficiaries and Associated Partners.

6.2.3.4.2 Decision-making authority

The EB has delegated authority to make operational decisions, including:

- Validation of secondment agreements (Section 4.6) and training activities for Doctoral Candidates (DCs).
- Resolution of technical or logistical disputes between WPs or Parties, escalating to the SuB if unresolved.
- Endorsement of dissemination material that do not require SuB approval.

6.2.3.4.3 Collaboration with the Doctoral Supervision Committee (DSC)

The EB shall:

- Carry out recommendations from the DSC regarding DC training, supervision, or well-being.
- Ensure compliance with MSCA-DN mobility rules (e.g., secondment durations, cross-sectoral exposure).

The EB Chair (or delegate) shall attend DSC meetings as an observer to align operational and training objectives.

6.2.3.4.4 Internal reporting to the SuB

The EB submits biannual progress reports to the SuB (Section 8.2), highlighting:

- WP advancements and blockers.
- Financial execution (actual vs. planned costs).
- Risks and proposed corrective actions.

6.2.4 The EB shall flag critical issues (e.g., ethical breaches, conflicts of interest) to the SuB for resolution.Doctoral Supervision Committee (DSC)

6.2.4.1 Composition

Six (6) members, appointed by the SuB with attention to gender balance:

- Three Beneficiary representatives;
- One Associated Partner representative;
- Two DC representatives, elected annually.

6.2.4.2 Appointment and replacement

Beneficiary representatives are appointed by the SuB for the project duration.

The Associated Partner representative is selected by the SuB based on proposals from Associated Partners.

DCs elect their representatives annually via a majority vote.

The DSC shall be chaired by a Chairperson, appointed by the SuB from among the Beneficiary representatives serving on the DSC. The DSC Chair shall serve for the duration of the Project, unless replaced by the SuB.

The initial DSC Chair shall be the person identified to lead the DSC in the Description of the Action (Annex 1), unless the SuB decides otherwise.

In case of absence, the DSC Chair may designate another Beneficiary representative as acting chair for the relevant meeting. In case of resignation or prolonged unavailability, the SuB shall appoint a replacement.

6.2.4.3 Specific rules

The DSC must include at least one male and one female representative to ensure gender balance.

The DSC meets every six (6) months, with additional meetings as needed.

6.2.5 Associated Partners' participation

6.2.5.1 Specific rules

Associated Partners do not have voting rights in any Consortium Body.

They may participate in the DSC as observers or contribute to specific tasks as defined in Annex 1 of the Grant Agreement, such as:

- Providing training modules (in accordance with Article 11 - Proper Implementation of the Grant Agreement,

- Hosting secondments (in accordance with Article 11 of the Grant Agreement and Section 4.6 of this Consortium Agreement.

Any additional participation in tasks not explicitly described in Annex 1 of the Grant Agreement requires prior approval by the SuB. Such approval shall specify the scope, duration, and responsibilities of the Associated Partner for the task in question.

6.2.5.2 Obligations

Associated Partners must comply with Articles 11, 13, 14, and 17.2 of the Grant Agreement (proper implementation, confidentiality, ethics, visibility).

They shall not claim any Financial Contribution for their participation.

6.2.6 Coordinator

The Coordinator shall be the intermediary between the Parties and the Granting Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

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 Supervisory Board (SuB) 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 9.2;
- 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.
- Arranging any necessary amendments, decided upon by the Supervisory Board, to the Grant Agreement with the Granting Authority.

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.

6.2.6.1

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

6.2.6.2

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.

6.2.6.3

The Coordinator's role as chairperson of the SuB and its representative duties do not constitutes an enlargement of its role, as defined in Section 6.2.6.

6.3 Operational procedures of all Consortium Bodies

6.3.1 General procedures

6.3.1.1 Applicability

These procedures apply to all Consortium Bodies as defined in Section 6.2.

6.3.2 All members shall comply with the Grant Agreement, this Consortium Agreement. Communication

Official communications shall be sent to the Project Manager (PM) for administrative processing and to the designated representatives of each Consortium Body. The PM shall not act as a decision-maker but shall ensure proper record-keeping and distribution of information.

The PM shall maintain a centralised record of all decisions, meeting minutes, and action items.

6.3.3 Decision-making principles

Decisions shall be taken by consensus where possible. In the absence of consensus, decisions shall be taken by vote as specified in Section 6.3.5.1 and 6.3.6.

All decisions shall be documented in writing and shared with the Supervisory Board (SuB) for validation.

6.3.4 Supervisory Board (SuB) procedures

6.3.4.1 Meetings

The SuB shall meet at least every six (6) months, either in person (preferably during project events) or online.

Extraordinary meetings may be convened by the Coordinator or upon request by at least three (3) Beneficiaries.

Invitations for Supervisory Board meetings shall be sent at least three (3) weeks prior to the scheduled date, accompanied by the agenda and any preparatory documents. In urgent cases, this notice period may be reduced to one (1) week, provided written justification is given.

6.3.5 Quorum and voting

A quorum is reached if at least seventy (70) % of Beneficiary representatives are present (in person or by proxy), which corresponds to seven (7) out of ten (10) Beneficiaries.

If the quorum is not reached, the chairperson shall convene another meeting within fifteen (15) calendar days. If the quorum is still not reached, decisions may be taken by the Beneficiaries present, provided that at least fifty (50) % of the Beneficiaries are represented, which corresponds to five (5) out of ten (10) Beneficiaries.

In case of urgent matters requiring a decision between scheduled meetings, the Coordinator may convene an ad-hoc vote via email. Such decisions shall be ratified at the next SuB meeting.

6.3.5.1

Pursuant to Section 6.2.2.3 of this Consortium Agreement, decisions shall be taken by a simple majority of Beneficiary votes.

By way of exception, a unanimous vote of all Beneficiaries shall be required for:

- the accession of a legal entity as a new Party; or

- any decision regarding the suspension or termination of the Project or any part thereof.

6.3.5.2

Doctoral Candidates (DC) representatives have advisory roles only and do not participate in voting.

6.3.5.3

A Party which the Supervisory Board has declared according to Section 4.3 to be a Defaulting Party may not vote.

6.3.6 Veto rights

6.3.6.1

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

6.3.6.2

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

6.3.6.3

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 fifteen (15) calendar days after receipt of the draft minutes of the meeting.

6.3.6.4

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

6.3.6.5

In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties and add the updated item to the agenda of the next meeting.

6.3.6.6

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

6.3.6.7

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

7 Agenda and minutes

7.1 Supervisory Board (SuB)

7.1.1 Preparation of the agenda

The Project Manager (PM) shall prepare and distribute the agenda to SuB members at least seven (7) days prior to the meeting, in collaboration with the Coordinator.

The agenda shall include, without limitation, the following items (and may be supplemented as needed):

- Agenda items.
- A progress report (by the Coordinator or PM).
- Specific points submitted by Beneficiaries (to be sent to the PM ten (10) days before the meeting).
- Pending decisions from the previous meeting.
- If DC representatives are present, a dedicated slot for Doctoral Candidates (DCs).
- Financial matters (If applicable, prepared by the Coordinator).
- Next steps and deadlines.

Minutes shall be drafted by the Project Manager, approved by the SuB chair, and distributed to all members within ten (10) days of the meeting.

7.1.2 Conduct of the meeting

Meetings shall be chaired by the Coordinator (or designated representative).

Decisions shall be made according to Section 6.3.3.

7.1.3 Decisions without a meeting

Any decision may also be taken without a meeting if:

a) The Coordinator circulates to all Members of the SuB a suggested decision with a deadline for responses of at least ten (10) calendar days after receipt by a Party and

b) The decision is agreed by simple majority of Beneficiary votes

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

A veto according to Section 6.3.6 of this Consortium Agreement may be submitted up to fifteen (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.

Notwithstanding Section 6.3.5 of this Consortium Agreement, all decisions taken without a meeting shall require the participation of all Beneficiaries, with no quorum requirement applying.

7.1.4 Minutes

7.1.4.1

The Project Manager (PM) shall draft minutes within ten (10) working days of the meeting.

Minutes shall include:

- List of attendees (present and excused).
- Summary of discussions and decisions taken (with vote results if applicable).
- Action items, responsible parties, and deadlines.
- Next steps and date of the next meeting.
- Reference documents (e.g., reports, presentations).

7.1.4.2

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

7.1.4.3

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

7.2 Executive Board (EB)

7.2.1 Preparation of the agenda

The chairperson shall prepare and send the agenda to EB members at least five (5) days prior to the meeting, in collaboration with the EB Chair.

The agenda shall include without limitation, the following items (and may be supplemented as needed):

- Agenda items.
- A progress report per Work Package (WP).
- Blockers or risks identified.
- Operational decisions to be made.
- Upcoming deadlines (e.g., deliverables, events).
- If applicable, logistical or financial issues.

7.2.2 Minutes

The Project Manager (PM) shall draft minutes within three (3) working days of the meeting.

- Minutes shall include:
- Decisions taken and assigned actions.
- Responsible parties and deadlines for each action.
- Supporting documents (e.g., presentations, reports).

Minutes shall be approved by the EB Chair and shared with the SuB within five (5) days of the meeting.

7.3 Doctoral Supervision Committee (DSC)

7.3.1 Preparation of the agenda

The chairperson shall prepare and send the agenda at least seven (7) days prior to the meeting.

The agenda shall include without limitation, the following items (and may be supplemented as needed):

- Agenda items.
- Progress updates on Doctoral Candidates (DCs).
- Supervision-related issues (e.g., conflicts, training needs).
- If applicable, interactions with referees.
- Next steps for DCs (e.g., evaluations, events).

7.3.2 Minutes

Minutes shall be drafted by a designated DSC member, with administrative support from the Project Manager (PM), within five (5) working days of the meeting.

Minutes shall include:

- Recommendations for Beneficiaries or the SuB.
- Specific actions for DCs or supervisors.
- Dates for next interactions (e.g., meetings with referees).

Minutes shall be shared with the SuB and relevant Beneficiaries within seven (7) days of the meeting.

7.4 Officers

As part of the SuB, the following three members will additionally act as advisors for both the SuB and the DSC:

- The Gender and Diversity Officer, Sylvie LE HÉGARAT-MASCLE, will be responsible for defining the UNVEIL gender and diversity balance guidelines (incl. in Deliverable D6.2) and overseeing its correct implementation;

- The Green Officer, Malavika ANDERSON, will ensure compliance with the MSCA Green Charter, focusing particularly on optimising the carbon footprint of travel and secondments, as detailed in Deliverable D6.2;
- The Data Officer, Marco RICCI, will coordinate the development of UNVEIL's Data Management Plan (Deliverable D6.4) and closely monitor its implementation and updates.

8 Reporting

8.1 Supervisory Board (SuB) reporting

8.1.1 Progress reports from EB and DSC

The SuB shall receive a progress report from the EB and DSC at each meeting, including:

- Advancement of Work Packages (WPs).
- Identified risks and proposed corrective measures.
- DC-related matters (e.g., recruitment, training, secondments).
- Expenditures and budget usage.

The report shall be prepared by the Coordinator and PM, with contributions from all Beneficiaries.

8.2 Executive Board (EB) reporting

8.2.1 Biannual progress reports

The EB shall submit a biannual report to the SuB, in alignment with the periodic reporting schedule set out in Article 21.2 of the Grant Agreement, including:

- Task progress per WP.
- Decisions taken and ongoing actions.
- Risks and mitigation measures.
- Upcoming deadlines (e.g., deliverables, events).

8.2.2 Financial reports

A monthly financial report shall be included, detailing:

- Expenditures per Beneficiary.
- If applicable, variances and justifications.
- Payment request to be submitted to the Granting Authority.

8.3 Doctoral Supervision Committee (DSC) reporting

8.3.1 Biannual reports

The DSC shall submit a biannual report to the SuB, including:

- Individual progress of DCs.
- Training or supervision needs.
- If applicable, feedbacks from referees.
- Recommendations to improve supervision quality.

8.3.2 Annual DC feedback

The DSC shall organise an annual meeting with all DCs to gather feedback and include a summary in its reports to the SuB.

8.4 Associated Partner's Reporting Obligations

Associated Partners shall not submit format report but:

- They shall provide information on their contributions (e.g., event participation, secondments) if requested by the Coordinator or SuB.
- Their contributions shall be mentioned in the SuB's annual reports.

8.5 Confidentiality in reporting

All reports shall comply with confidentiality obligations (Section 12 of the Consortium Agreement).

Sensitive information (e.g., DCs' personal data, unpublished results) shall be anonymised or omitted as necessary.

8.6 Amendments to reporting procedures

Any changes to reporting procedures shall be approved by the SuB with a simple majority.

Amendments shall be documented in the minutes and integrated into the Consortium Agreement via an amendment.

8.7 Termination reporting

In case of termination of a Party, it shall submit a final report to the SUB within thirty (30) days, detailing:

- Completed tasks.
- submitted deliverables.

This report shall be included in the SuB's annual report.

9 Financial provisions

Section 9 of the Consortium Agreement does not apply to Associated Partners.

9.1 General Principles

9.1.1 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 9.2 of this Consortium Agreement.

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

9.1.2 Justifying Costs

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

9.1.3 Funding Principles

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

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

9.1.4 Excess payments

A Party has received excess payment

a) if the payment received from the Coordinator exceeds the amount accepted by Beneficiaries (see Section 9.1.7)

b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment, the Party will be requested by the Coordinator to return the relevant amount to the Coordinator without undue delay. In case no refund takes place within forty-five (45) days upon written request for return of excess payment from the Coordinator, the Supervisory Board may identify this as a breach of Party of its obligations under this Consortium Agreement or the Grant Agreement in accordance with Sections 4.3 and 6.2.2.4.2. of this Consortium Agreement.

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator as agreed by the Supervisory Board. until recovery from the breaching Party is possible. The Supervisory Board decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.2.2.4.2.

9.1.5 Revenue

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

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

A Party 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 Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the Defaulting Party´s task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The Supervisory Board (SuB) should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

9.1.7 B1/B2 budget reallocation

The Parties agree that the estimated budget for the Project is set out in Attachment 5 (table 3), which reflects the financial arrangements agreed upon by the Parties, as further detailed thereafter.

This reallocation is permitted under Article 5.5 of the Grant Agreement, as it does not imply a transfer between budget categories (A and B) and aligns with the Consortium Plan (Annex 1) and UNVEIL Management Handbook (D6.2).

For this purpose, the Coordinator is hereby authorised to reallocate the corresponding amount from the pre-financing and interim payment (if any) and final payment paid pursuant to Article 4.2 of the Grant Agreement.

9.1.7.1 B1 budget: organisation of physical network-wide meetings and remaining funds

The Beneficiaries agree that fifteen (15) % of the Research, Training and Networking (RTN) budget (hereinafter "**B1 budget**") shall be reallocated among the ten (10) Beneficiaries to cover three (3) specified budgets, as detailed below.

The Beneficiaries agree that, for the organisation of the kick-of-meeting (hereinafter '**KOM'**) and each one of the physical network-wide training events (hereinafter **'Physical TrEs'**) listed in Table 1 below, a fixed lump-sum amount of EUR 10,000 (hereinafter the '**Event Budget**') shall be allocated to the Beneficiary responsible for the organisation of the respective KOM and Physical TrE.

List of physical TrEs and KOM organised	Beneficiaries in charge of the organisation	Event Budget (EUR)
KOM	CNRS	10 000
TrE1	CAL	10 000
TrE3	FRAUNHOFER	10 000
TrE4	CNRS	10 000
TrE6	NTNU	10 000
TrE7	CNRS	10 000
TrE8	NEW	10 000
TrE9	CNRS	10 000

Table 1: List of the Physical TrEs and the KOM

The Beneficiaries responsible for the organisation of a Physical TrE and of the KOM shall use the Event Budget to cover, at a minimum, the following costs: room renting, catering services, organisation of a social event and the expenses of the Associated Partners invited (i.e. travel, accommodation and food expenses).

The Beneficiaries agree that, the fees related to the participation of the Associated Partner Skill4S in TrE3 and TrE6 shall be allocated to the Beneficiaries responsible for the organisation of these specific physical TrEs (hereinafter the "**Skill4S' fees Budget**"). The Skill4S' fees Budget is fixed as follows: EUR 4 500 for TrE3 organised by FRAU and EUR 6 000 for TrE6 organised by NTNU.

For the purposes of this Agreement, the '**Remaining Budget**' refers to the amount of EUR 13,180, derived from the fifteen (15) % of the B1 budget remaining after deducting the Skill4S Fees Budget and the Event Budget. This Remaining Budget shall be allocated to CNRS, in its capacity as Coordinator, to cover, *inter alia*, benchmarking, mock-up development, and other project-related costs as deemed necessary for the successful implementation of the UNVEIL project.

For this purpose, the Coordinator (CNRS) is hereby authorised to retain the corresponding amount (i.e., fifteen (15) % of the B1 budget) to manage the Remaining Budget and allocate it in accordance with the project's operational needs.

Any remaining amount at the end of the project will be reallocated to the Beneficiaries pro rata their share in B1 budget.

Beneficiaries	Share of total B1 budget (%)	Initial B1 Budget	Event Budget allocated	Skill4S Budget allocated	Remaining Budget allocated	Total contribution in share of total B1 budget	Net Internal reallocation on B1	Final B1 Budget
CNRS	25%	172 800 €	+40 000 €	- €	+13 180 €	-25 920 €	+27 260 €	**200 060 €**
CAL	8%	57 600 €	+10 000 €	- €	- €	-8 640 €	+1 360 €	**58 960 €**
WA	8%	57 600 €	- €	- €	- €	-8 640 €	-8 640 €	**48 960 €**
FRAUNHOFER	8%	57 600 €	+10 000 €	+4 500 €	- €	-8 640 €	+5 860 €	**63 460 €**
KUL	8%	57 600 €	- €	- €	- €	-8 640 €	-8 640 €	**48 960 €**
NTNU	8%	57 600 €	+10 000 €	+6 000 €	- €	-8 640 €	+7 360 €	**64 960 €**
PCO	8%	57 600 €	- €	- €	- €	-8 640 €	-8 640 €	**48 960 €**
NEW	8%	57 600 €	+10 000 €	- €	- €	-8 640 €	+1 360 €	**58 960 €**
TRI	8%	57 600 €	- €	- €	- €	-8 640 €	-8 640 €	**48 960 €**
RWTH	8%	57 600 €	- €	- €	- €	-8 640 €	-8 640 €	**48 960 €**
Total	100%	691 200 €	+80 000 €	+10 500 €	+13 180 €	-103 680 €	0 €	**691 200 €**

Table 2: Reallocation of B1 Budget

9.1.7.2 B2 budget: allocation of Management and indirect cost category

In accordance with the Grant Agreement, the Coordinator shall hire a Project Manager (hereinafter '**PM**') who shall support the Project Coordinator and all Beneficiaries in the overall network coordination (WP6) and in the communication and dissemination actions (WP5).

The Beneficiaries agree that, in order to cover the costs of the employment of the PM, a fixed amount of EUR 17 000 per DC recruited shall be allocated from each Beneficiary's Institutional Cost Budget "Management and Indirect Costs" (hereinafter the "**B2 Budget**").

Beneficiaries	Initial B2 budget (EUR)	Net Internal reallocation on B2 (EUR)	Final B2 Budget (EUR)
CNRS	129 600	+153 000	**282 600**
CAL	43 200	-17 000	**26 200**
WA	43 200	- 17 000	**26 200**
FRAUNHOFER	43 200	- 17 000	**26 200**
KUL	43 200	- 17 000	**26 200**
NTNU	43 200	- 17 000	**26 200**
PCO	43 200	- 17 000	**26 200**
NEW	43 200	- 17 000	**26 200**
TRI	43 200	- 17 000	**26 200**
RWTH	43 200	- 17 000	**26 200**
Total	518 400	**0**	**518 400**

Table 3 – PM costs reallocation on B2 Budget

9.2 Payments

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

In particular, the Coordinator shall:

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

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.

9.2.2

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement.

The B1 reallocation, detailed in Table 2, is distributed among the interim (if any) and final payments. The B2 reallocation, detailed in Table 3, is distributed among the various payments, pro rata to the total budget.

Funding of costs included in the Consortium Plan 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. The Coordinator is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the

Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is agreed with the Granting Authority.

10 Results

10.1 Ownership of Results

Results are owned by the Party that generates them.

In the case of any Results generated by a Doctoral Candidate during a Secondment, the "Party that generates them" shall be the Party employing the Doctoral Candidate unless:

a) agreed otherwise prior to the start of the Secondment between said employing Party and the Party hosting the Secondment, in which case the Secondment Agreement between the respective Parties shall prevail, or

b) the Results qualify as joint Results under Section 10.2.

10.2 Joint ownership

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.

10.3 Transfer of Results

10.3.1

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".

10.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment 3 of this Consortium Agreement. The other Parties hereby waive their right to 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.

10.3.3

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 (3) after signature of this Consortium Agreement requires a decision of the Supervisory Board (SuB).

10.3.4

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.

10.3.5

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

10.4 Dissemination

10.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 12 apply to all dissemination activities described in this Section 10.4.1 as far as Confidential Information is involved.

All Parties are committed to dissemination of their research findings and aim to ensure a fair distribution of opportunities to publish, the visibility of the collaborative effort and the inclusion of Doctoral Candidates (DC) in publication and dissemination activities.
The copyright of each Party in copyright-protected work shall remain with the author or creator of such works. Authors shall always have the right to be fully acknowledged for their authorship in accordance with established scientific practises.

10.4.2 Dissemination of own (including jointly owned) Results

10.4.2.1

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.

10.4.2.2

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.

10.4.2.3

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.

10.4.2.4

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

10.4.3 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.

10.4.4 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.

10.4.5 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.

10.4.6 Additional rule for Cultural Heritage Objects

Notwithstanding the dissemination rules set out in this Consortium Agreement, any publication, dissemination, or public release of data, images, diagnostic results, or digital representations including Cultural Heritage Objects shall require the prior written approval of the institution providing access to the object or responsible for its conservation.

This requirement applies even if the data qualifies as Project Results under Section 10.

10.4.7 Open Science and Sensitive Heritage Data

In accordance with Horizon Europe Open Science requirements, research data generated by the Project should be made openly accessible whenever possible.

However, data related to Cultural Heritage Objects may be exempted from open access where disclosure could:

- Endanger the preservation or security of the object
- Violate ownership or image rights of the holding institution
- Reveal sensitive conservation or location information

In such cases, access to the data may be restricted, anonymized, or provided only under controlled access conditions.

11 Access Rights

11.1 Background included

11.1.1

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

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

11.1.2

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the Supervisory Board (SuB) is needed should a Party wish to modify or withdraw its Background in Attachment 1.

11.2 General Principles

11.2.1

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.

11.2.2

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

11.2.3

Access Rights shall be free of any administrative transfer costs.

11.2.4

Access Rights are granted on a non-exclusive basis.

11.2.5

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

11.2.6

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.

11.2.7

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

11.3 Access Rights for implementation

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

11.4 Access Rights for Exploitation

11.4.1 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.

11.4.2

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

11.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 11.7.2.1.2, after the termination of the requesting Party's participation in the Project. However, there is no obligation to maintain property rights during these twelve months.

11.5 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", subsection "Access rights for entities under the same control".

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. 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 license to the latter's entity under the same control [listed in Attachment 4]. 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.

11.6 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.

11.7 Access Rights for Parties entering or leaving the consortium

11.7.1 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.

11.7.2 Parties leaving the consortium

11.7.2.1 Access Rights granted to a leaving Party

11.7.2.1.1 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 Supervisory Board (SuB) to terminate its participation in the consortium.

11.7.2.1.2 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 11.4.3.

11.7.2.2 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.

11.8 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.

11.8.1 Definitions relating to Software

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

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

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

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c) is not under Controlled License Terms.

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

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

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

11.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 11 of this Consortium Agreement are applicable also to Software as far as not modified by this Section 11.8 of this Consortium Agreement.

Parties' Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective

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

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the Supervisory Board to implement such introduction into the Consortium Plan.

11.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

- Access Rights to the Object Code; and,
- where normal use of such an Object Code requires an API, Access Rights to the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access Rights to the Source Code, Access Rights to the Source Code to the extent necessary.

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

11.8.4 Software license and licensing rights

11.8.4.1 Object Code

11.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 11.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

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

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

If it is intended to use the services of a third party for the purposes of this Section 11.8.4.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 11.2 of this Consortium Agreement.

11.8.4.1.2 Results - Rights to grant licenses to end-users

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

- to maintain such product/service;

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

11.8.4.1.3 Background

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

11.8.4.2 Source Code

11.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 11.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 11.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 11.2 of this Consortium Agreement.

11.8.4.2.2 Results – Rights to grant licenses to end-users

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

Further licensing of Source Code is explicitly excluded.

11.8.4.2.3 Background

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

11.8.5 Specific formalities

Each license granted according to the provisions of Section 11.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

12 Non-disclosure of information

12.1

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".

12.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of five (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 provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

12.3

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

12.4

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 12.7 hereunder.

12.5

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.

12.6

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.

12.7

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, 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.

13 Miscellaneous

13.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (Estimated budget for the UNVEIL action)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (Consortium budget)
- Attachment 6 (Secondment agreement model)
- Attachment 7 (

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.

13.2 No representation, partnership or agency

Except as otherwise provided in Section 6.2.6.2, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

13.3 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 4.3, 11.7.2.1.1, and 13.4) 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.

13.4 Assignment and amendments

Except as set out in Section 10.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.
Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.2.2.4 require an agreement approved and signed by the duly authorised signatories of all Parties.

13.5 Mandatory national law

Each Party shall ensure that at the time of signature of this Consortium Agreement, nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating. To the extent any future mandatory law forbids or restricts any of the activities contemplated hereunder, the Party concerned agrees to inform the other Parties thereof and discuss the consequences. Without prejudice to mandatory national legislation of each Party, the Grant Agreement and the applicable European legal rules, the following law is taken into account: the UK National Security and Investment Act 2021 ("NSI Act") by the Parties based in the UK.

13.6 Language

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

13.7 Applicable law

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

13.8 Settlement of disputes

The Parties shall endeavour to settle any disputes amicably.

All disputes arising under, out of, or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

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

14 Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

The Parties agree that this Consortium Agreement, if signed electronically, shall have the same force and effect as an original (handwritten) signature.

(15) EURO-METROPOLE DE METZ (MusMM), PIC 925074936, with legal address ...

1 place du Parlement de Metz, 57000 METZ

Signature(s):

Name(s): Philippe Brunella

Title(s): Conseiller délégué de l'Euro-Métropole de Metz au Musée de la Cour d'Or et à l'archéologie

Date: 18 AOUT 2026