

Consortium Agreement



BeXyl

Version 4 – 21/06/2022

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

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) 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 Project start date 1st September 2022, hereinafter referred to as the Effective Date.

BETWEEN:

Beneficiaries:

1. ‘The Coordinator’: **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P.** (hereinafter referred to as “**CSIC**”), Spain
- 2 **INSTITUTO VALENCIANO DE INVESTIGACIONES AGRARIAS** (hereinafter referred to as “**IVIA**”), Spain
- 3 **UNIVERSIDAD DE CORDOBA** (hereinafter referred to as “**UCO**”), Spain
- 4 **UNIVERSITAT DE GIRONA** (hereinafter referred to as “**UdG**”), Spain
- 5 **CONSIGLIO NAZIONALE DELLE RICERCHE** (hereinafter referred to as “**CNR**”), Italy
- 6 **UNIVERSITA DEGLI STUDI DI TORINO** (hereinafter referred to as “**UNITO**”), Italy
- 7 **UNIVERSITA DEGLI STUDI DI BRESCIA** (hereinafter referred to as “**UNIBS**”), Italy
- 8 **INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION ET L'ENVIRONNEMENT** (hereinafter referred to as “**INRAE**”), France, French public scientific and technological research establishment, Having its registered office at: 147 Rue de l’Université - 75338 PARIS CEDEX 07, Represented by **Mr. Philippe MAUGUIN**, Acting as **President**, And by delegation Emmanuelle CHEVASSUS-LOZZA President of center Pays de la Loire, Acting in its own name and/or on behalf of Institut Agro Rennes-Angers and Université d’Angers within the framework of UMR 1345 IRHS
- 9 **AUBURN UNIVERSITY** (hereinafter referred to as “**AU**”), United States
- 10 **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** (hereinafter referred to as “**UC**”), United States
- 11 **THE AGRICULTURAL RESEARCH ORGANISATION OF ISRAEL - THE VOLCANI CENTRE** (hereinafter referred to as “**ARO-VOL**”), Israel
- 12 **LUDWIG-MAXIMILIANS-UNIVERSITAET MUENCHEN** (hereinafter referred to as “**LMU Muenchen**”), Germany
- 13 **AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH** (hereinafter referred to as “**AIT**”), Austria
- 14 **NACIONALNI INSTITUT ZA BIOLOGIJO** (hereinafter referred to as “**NIB**”), Slovenia
- 15 **AGENCIA PAULISTA DE TECNOLOGIA DOS AGRONEGOCIOS** (hereinafter referred to as “**APTA-IAC**”), Brazil
- 16 **UNIVERSIDAD DE COSTA RICA** (hereinafter referred to as “**UCR**”), Costa Rica

17 CENTRO DI RICERCA, SPERIMENTAZIONE E FORMAZIONE IN AGRICOLTURA BASILE CARAMIA (hereinafter referred to as “**CRSFA**”), Italy

18 INSTITUTO ANDALUZ DE INVESTIGACION Y FORMACION AGRARIA PESQUERA ALIMENTARIA Y DE LA PRODUCCION ECOLOGICA (hereinafter referred to as “**IFAPA**”), Spain

19 EUROPEAN NURSERYSTOCK ASSOCIATION (hereinafter referred to as “**ENA**”), Belgium

20 ORGANISATION EUROPEENNE ET MEDITERRANEENNE POUR LA PROTECTION DES PLANTES (hereinafter referred to as “**EPPO**”), France

21 SERVEIS DE MILLORA AGRARIA I PESQUERA (hereinafter referred to as “**SEMILLA**”), Spain

22 ACIES BIO BIOTEHNOLOSKE RAZISKAVE IN RAZVOJ DOO (hereinafter referred to as “**ACIES BIO**”), Slovenia

23 SOLUCIONES ENÉRGICAS LEVANTE S.L. (hereinafter referred to as “**RG PROJECTS**”), Spain

24 CONSORZIO OLIVICOLO ITALIANO SOCIETA' CONSORTILE PER AZIONI (hereinafter referred to as “**UNAPROL-COI**”), Italy

25 AGROMILLORA IBERIA, S.L.U. (hereinafter referred to as “**AIBE**”), Spain

26 SURRENDER MEDIA SOLUTIONS SRL (hereinafter referred to as “**SURRENDER MS**”), Belgium

27 INSTITUTO NACIONAL DE TECNOLOGIA AGROPECUARIA (hereinafter referred to as “**INTA**”), Argentina, having its registered office at Av. Rivadavia 1439 – 1033, Buenos Aires City, Argentina, represented by **Eng. Mariano GARMENDIA**, acting as President of the Board of Directors.

28. JOINT RESEARCH CENTRE (hereinafter referred to as “**JRC**”), Belgium

29. THE UNIVERSITY OF MELBOURNE a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Act) (ABN 84 002 705 224) of Grattan Street, Parkville, 3010 in the State of Victoria, (hereinafter referred to as “**UOM**”), Australia

30 FORESTRY COMMISSION RESEARCH AGENCY (hereinafter referred to as “**FCRA**”), United Kingdom

31 BOTANIC GARDENS CONSERVATION INTERNATIONAL LBG (hereinafter referred to as “**BGCI**”), United Kingdom

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

relating to the Action entitled

Beyond Xylella, Integrated Management Strategies for Mitigating Xylella fastidiosa impact in Europe

in short

BeXyl

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 the 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 Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Associated Partners”:

Associated Partners are Parties which participate in the Project funded by the Granting Authority, but without the right to charge costs or claim contributions.

In this Consortium Agreement the following parties are Associated Partners and shall comply with the provisions of this Consortium Agreement, except as otherwise provided hereinafter:

29 THE UNIVERSITY OF MELBOURNE a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Act) (ABN 84 002 705 224) of Grattan Street, Parkville, 3010 in the State of Victoria, (hereinafter referred to as **“UOM”**), Australia

30 FORESTRY COMMISSION RESEARCH AGENCY (hereinafter referred to as **“FCRA”**), United Kingdom

31 BOTANIC GARDENS CONSERVATION INTERNATIONAL LBG (hereinafter referred to as **“BGCI”**), United Kingdom

“Consortium Body”:

Consortium Body means any management body described in Section 6 (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 General Assembly.

"Granting Authority"

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

“Defaulting Party”

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

“Needed”

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Software”

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

2 Purpose

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

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 authorized representative.

This Consortium Agreement shall have effect from the Effective Date (1st September) 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 Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all 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, 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 Breach

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

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

4.3 Involvement of third parties

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

4.4 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.

4.5 Specific provisions regarding Associated Partners

In accordance with Article 9.1 of the Grant Agreement, notwithstanding any other provision in this Consortium Agreement the Associated Partners:

- shall only be subject to the provisions of Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (recordkeeping) of the Grant Agreement;
- shall not be subject to the financial provisions set out in the Grant Agreement and Clause 7 (Financial provisions) of this Consortium Agreement. The Associated Partners participation in the Project is subject to receipt of funding from its national Government;

In accordance with Annex 5 of the Grant Agreement the Associated Partners shall not be subject to any provisions pertaining to Beneficiaries which have received funding under the Grant which relate to protection and exploitation of results obligations;

It is hereby acknowledged by the Associated Partners that the bodies mentioned in Article 25 of the Grant Agreement can exercise their rights also towards the Associated Partners to the extent applicable.

Liability tow 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.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to once the amount of its total costs as budgeted in the proposal.

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.

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.

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 any provision to the contrary the Associated Partner's aggregate liability towards the other Parties collectively shall be limited to the funding the Associated Partner receives for this Project from its National Funding Authority as identified in Annex 1 for the Grant Agreement.

5.3 A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage arises out of the performance of this Project, but only in proportion to and to the extent such damage is due to the Party's willful act or gross negligence. Damage caused to third parties

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

5.4 Force Majeure

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

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

6 Governance structure

6.1 General structure

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

- General Assembly as the ultimate decision-making body of the consortium.
- Management Board as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly.

- The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.
- The Project Office will be involved in non-technical matters related to project management, i.e. all managerial, organizational, administrative, legal and financial matters of the project. The Project Manager (PM) will lead it, with the support of the skilled professionals in various disciplines, like, administration, finance and accounting, legal, that staff CSIC and, when necessary, other project partners. The coordinating partner (CSIC) will advertise for and appoint a project manager at the beginning of the project.
- Work Package Leader will coordinate the work in a specific Work Package (WP) and will plan, monitor and report progress in the WP. WPLs will organize meetings for that specific WP, facilitate the communication in and between WPs and will report to the PB and GA.
- Exploitation Committee will be appointed at the start of the project and will be responsible for ensuring the best path to achieve the market uptake of the project results, through: i) identification and assessment of all the project results; ii) reporting the marketable project results; iii) preventing unapproved public disclosure of results by the RTD performers; iv) ensuring the quality of the protection strategy in accordance with the CA; and v) ensure adequate protection is in place prior to exploitation and dissemination. This Committee will be composed by internal representatives of each Party and, eventually, external experts and they will have support from CSIC enterprise and business partnership offices.
- The Practitioner Panel will be formed once the project starts and will be responsible of ensuring that the Consortium takes into account the interests of the stakeholders and end-users, and will support and facilitate the exploitation of the dissemination plan and the demonstration activities. It will be appointed from representatives belonging to international and national Plant Protection and quarantine services, policy makers, growers, producers and nurserymen organizations, EIP-AGRI OG members and extension services.
- External Expert Advisory Board which assists the management Board and the Coordinator during the project by providing advises and recommendations to improve the performance and outcome of the research.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting; and

- shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Management Board	Every six months	At any time upon written request of any Member of the Executive Board
Exploitation Committee	Once a year	At any time upon written request of any Member

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days
Exploitation Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

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

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days
Exploitation Committee	7 calendar days

6.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	4 calendar days
Exploitation Committee	7 calendar days

6.2.2.5

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

6.2.2.6

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

6.2.2.7

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

6.2.2.8

Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 15 calendar days after receipt by a Party and calendar days after receipt by a Party and
- b) the decision is agreed by 2/3 of all Parties.

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

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

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

6.2.3 Voting rules and quorum

6.2.3.1

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

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.2.3.2

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

6.2.3.3

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

6.2.3.4

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

6.2.4 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

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

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

6.2.4.4

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

6.2.4.5

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

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

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

6.2.5.2

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

6.2.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

6.3.1.1.1

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.1.5

Associated Partner shall not vote nor veto decisions on proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority or any other decisions in relation to the Granting Authority. For the avoidance of doubt, the presence or representation of Associated Partners shall not account to reach the necessary quorum for these decisions.

6.3.1.2 Decisions

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

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Appointments

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

- Executive Board Members
- External Expert Advisory Board Members

6.3.2 Management Board

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

6.3.2.1 Members

The Management Board shall consist of the Coordinator and the project manager and the Work Package Leaders and deputies included in Attachment 6:

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

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

6.3.2.3.1

The Management Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.3.2.3.2

The Management Board shall seek a consensus among the Parties.

6.3.2.3.3

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

6.3.2.3.4

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

6.3.2.3.5

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

6.3.2.3.6

The Management Board shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 of GA Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

6.3.2.3.7

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

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement

- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

6.4.3

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

6.4.4

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

6.4.5

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

6.5 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB), as consultative body (no decision making body), will be appointed and steered by the Management Board. The EEAB shall assist and facilitate the decisions made by the General Assembly. It includes:

- Prof. S. E. Lindow, Emeritus Professor, University of Berkeley, USA
- Mrs. Ana P. de Almedia Cruz de Carvalho, Direção-Geral da Alimentação e Veterinária, Portugal
- Mr. Vicente Dalmau, Direcció General d'Agricultura, Ramaderia i Pesca, Sanitat Vegetal, Spain
- Mr. Martijn Schenk, The Netherlands Food and Consumer Product Safety Authority, Ministry of Agriculture, Nature and Food Quality
- Mr. Sybren Vos, Plant Health Monitoring, Plant health and Pesticide Residues Unit, European Food Safety Authority, EFSA, Italy

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

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the EEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EEAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the EEAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the EEAB meetings and prepare the implementation of the EEAB's suggestions. The EEAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

7 Financial provisions

General Principles

For the avoidance of doubt, the provisions of this section 7 shall not apply to Associated Partners nor JRC.

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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.

7.1.4 Excess payments

A Party has received excess payment

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

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

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

7.1.5 Revenue

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

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

A Party leaving the consortium shall refund 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 leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive tasks 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 Articles 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 Mutual Insurance Mechanism and for the final payment.

7.2.2

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 following this payment schedule:

Funding of costs included in the Consortium Plan will be paid by de Coordinator to the Parties after receipt from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Party concerned.

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

8 Section: Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 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), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

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

8.3 Transfer of Results

8.3.1

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

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (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.

8.3.3

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

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own Results

8.4.2.1

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

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

8.4.2.2

An objection is justified if

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

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

8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.4.2.4

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

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Section: Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

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

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

Access rights to Results for internal research and for teaching activities shall be granted on a royalty-free basis.

9.4.2

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

9.4.3

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

9.5 Access Rights for Entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control" [Optional; if they are identified in [Attachment 4 (Identified entities under the same control) to this Consortium Agreement].

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entities under the same control [listed in Attachment 4]. Access Rights to entities 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 confidentiality and other 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 to which it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Section: Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of

disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 5 years after the end of the Project:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information which has been disclosed by 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 comply with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;

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

10.5

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

10.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

10.7

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

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

11 Section: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified entities under the same control)

Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6)

Attachment 6 (Members of the Management Board)

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be 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 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery 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.

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.7 require a separate written agreement to be signed between all Parties

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The parties shall endeavor to settle their disputes amicably.

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

12 Section Signatures

AS WITNESS:

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

1. AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P. (CSIC),

Signature

Name: Francisco Javier Moreno-Fuentes

Title: Vice-president for International Affairs

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

Date: 01/08/2022

2. INSTITUTO VALENCIANO DE INVESTIGACIONES AGRARIAS (IVIA)

Signature

Name: Rodolfo Enrique Canet Castelló

Title: Director del IVIA

Date:

3 UNIVERSIDAD DE CORDOBA (UCO)

Signature

Name: María del Mar Delgado Serrano

Title: Delegate of the Rector for International Projection

Date:

4 UNIVERSITAT DE GIRONA (UdG)

Signature

Name: Dr Maria Pla de Solà Morales

Title: Vice-Rector for Research and Knowledge Transfer,

authorized to sign in the name of the Rector by the resolution dated on 22nd December 2021.

Date:

5 CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature

Name: Dr. Mauro Centritto

Title: Director CNR-IPSP

Date:

6 UNIVERSITA DEGLI STUDI DI TORINO (UNITO)

Signature

Name: Carlo Grignani

Title: Director of the department

Date:

7 UNIVERSITA DEGLI STUDI DI BRESCIA (UNIBS)

Signature

Name: Maurizio Tira

Title: Rector

Date:

8 INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION ET L'ENVIRONNEMENT (INRAE)

Signature

Name: Emmanuelle CHEVASSUS-LOZZA

Title: President of centre INRAE Pays de la Loire

Date:

9 AUBURN UNIVERSITY (AUBURN)

Signature

Name: James Weyhenmeyer

Title: Vice President for Research & Economic Development

Date:

10 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (UC)

Signature

Name: Angela Ford

Title: Associate Director

Date:

11 THE AGRICULTURAL RESEARCH ORGANISATION OF ISRAEL - THE VOLCANI CENTRE (ARO-VOL)

Signature

Name: Uri Yermiyahu

Title: Head of ARO-VOL

Date:

12 LUDWIG-MAXIMILIANS-UNIVERSITAET MUENCHEN (LMU Muenchen)

Signature

Name: Dr. Rabea Samak

Title: Financial Officer

Date:

13 AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH (AIT)

Signatures

Name: Prof. Dr. Elke Guenter

Title: Head of Center for Health & Bioresources

Name: DI Anton Plimon

Title: Managing Director

Date:

14 NACIONALNI INSTITUT ZA BIOLOGIJO (NIB)

Signature

Name: Maja Ravnikar

Title: prof., PhD, director

Date:

15 AGENCIA PAULISTA DE TECNOLOGIA DOS AGRONEGOCIOS (APTA-IAC)

Signature

Name: Helvecio Della Coletta Filho

Title: Dr. (legally represent)

Date:

16 UNIVERSIDAD DE COSTA RICA (UCR)

Signature

Name: Gustavo Gutiérrez Espeleta, Ph.D.

Title: Rector

Date:

**17 CENTRO DI RICERCA, SPERIMENTAZIONE E FORMAZIONE IN AGRICOLTURA BASILE
CARAMIA (CRSFA)**

Signature

Name: Lourdes Fuster Martinez

Title: President

Date:

**18 INSTITUTO ANDALUZ DE INVESTIGACION Y FORMACION AGRARIA PESQUERA
ALIMENTARIA Y DE LA PRODUCCION ECOLOGICA (IFAPA)**

Signature

Name: Lourdes Fuster Martinez

Title: President

Date:

19 EUROPEAN NURSERYSTOCK ASSOCIATION (ENA)

Signature

Name: Henk Raaijmakers

Title: President

Date:

**20 ORGANISATION EUROPEENNE ET MEDITERRANEENNE POUR LA PROTECTION DES PLANTES
(EPPO)**

Signature

Name: Nico Horn

Title: Director General

Date:

21 SERVEIS DE MILLORA AGRARIA I PESQUERA (SEMILLA)

Signature

Name: Georgina Brunet

Title: Managing Director

Date:

22 ACIES BIO BIOTEHNOLOSKE RAZISKAVE IN RAZVOJ DOO (ACIES BIO)

Signature

Name: Stefan Fujs

Title: Director

Date:

Name: Enej Kuscer

Title: Director

Date:

23 SOLUCIONES ENÉRGICAS LEVANTE S.L. (RG PROJECTS)

Signature

Name: Rodrigo Gomar Micó

Title: Managing Director

Date:

24 CONSORZIO OLIVICOLO ITALIANO SOCIETA' CONSORTILE PER AZIONI (UNAPROL-COI)

Signature

Name: David Granieri

Title: President

Date:

25 AGROMILLORA IBERIA, S.L.U. (AIBE)

Signature

Name: Ricardo Gutiérrez

Title: Managing Director

Date:

26 SURRENDER MEDIA SOLUTIONS SRL (SURRENDER MS)

Signature

Name: Dario Prestigiacomo

Title: Chief executive officer

Date:

27 INSTITUTO NACIONAL DE TECNOLOGIA AGROPECUARIA (INTA)

Signature

Name: Eng. Mariano Garmendia

Title: President

Date:

Date:

28 JOINT RESEARCH CENTRE (JRC)

Signature

Name: Alan Belward

Title: Acting Director JRC D Sustainable Resources

Date:

29 UNIVERSITY OF MELBOURNE (UOM)

Signature

Name: Dr. David Robson

Title: Director, Research Grant and Contract Services

Date:

30 FORESTRY COMMISSION RESEARCH AGENCY (Forest Research)

Signature

Name: James Pendlebury

Title: Chief Executive

Date:

31. BOTANIC GARDENS CONSERVATION INTERNATIONAL LBG (BGCI)

Signature

Name: Suzanne Sharrock

Title: Director of Global Programmes, BGCI

Date:

Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

As to **Agencia Estatal Consejo Superior de Investigaciones Científicas M.P. (CSIC)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of CSIC is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 2

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

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

PARTY 3

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

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

PARTY 4

As to **UNIVERSITAT DE GIRONA (UdG)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, subsection “Access rights to background and results for implementing the Action”)	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, subsection “Access rights for exploiting the results”)
microbial strains or peptides of microbial or synthetic origin		
(a) knowledge and technology protected by patents P259ES00, ES200101274, P200503137, P2006010098, and ES2007/000244, related to <i>L. plantarum</i> and <i>P. agglomerans</i> strains, and to antimicrobial peptides.		This technology has been licensed to the Anti Microbial Peptide Biotechnologies, S.L., a spin-off company emerged from the University of Girona. If Needed for exploitation a License Agreement must be negotiated
<p>Montesinos E. et al. Strains of <i>Lactobacillus plantarum</i> for fireblight control. P2598ES00. Priority date 29.05.2013. University of Girona.</p> <p>Montesinos et al. Novel biofungicide bacterial strain, procedure for preparation and applications. ES200101274. Priority date 1.06.2001. University of Girona.</p> <p>Bardají E. et al. Antimicrobial cyclic peptides. P200503137. Priority date 21.12.2005. University of Girona.</p> <p>Bardají E. et al. Antimicrobial linear peptides. P200601098. PCTES2007/000244. Priority date 28.04.2006. University of Girona.</p>		
(b) pre-existing knowledge not protected, and exchange of		

strains or antimicrobial peptides from own chemical/bacterial libraries, needed for the execution of specific tasks and detailed in the workpackages, will be regulated by specific NDA/MTA agreements, upon requirement between partners involved.		
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 5

As to **CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
<ul style="list-style-type: none"> • Protocols and datasets for parentage analysis and genetic characterization of olive germplasm: CNR grants Access Rights to Background of the research groups directly involved in BeXyl. 	Access rights to Background are only granted to the extent that they are needed for the implementation of the action.	Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Rights.
<ul style="list-style-type: none"> • Datasets of molecular data (RNAseq): CNR grants Access Rights to Background of the research group directly involved in BeXyl. 	Access rights to Background are only granted to the extent that they are needed for the implementation of the action.	Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Rights.
<ul style="list-style-type: none"> • Protocols for Xf inoculation and detection, reference xf 		

<p>materials: CNR grants Access Rights to Background of the research group directly involved in BeXyl.</p>		
<ul style="list-style-type: none"> • GWAS (genome-wide association studies) data: access right is granted to the whole CNR team developing the tasks related to molecular plant responses to Xf infection. Once results are gathered in these materials, they will be shared with the consortium members working on parallel tasks (i.e. resistance on almond) or on related materials (i.e. on different olive progenies) to fully implement the research activities foreseen in WP4. 	<p>Access rights to Background are only granted to the extent that they are needed for the implementation of the action</p>	<p>Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements in which the same materials are used to reach other.</p>
<ul style="list-style-type: none"> • Olive collections, Open-pollinated and controlled cross-pollinated olive progenies: access right is granted to the whole CNR team developing the tasks related to the investigations on the mechanisms of resistance to Xf in olives. Once results are gathered on these materials, they will be shared with the consortium members working on parallel tasks (i.e. resistance on almond) or on related materials (i.e. on different olive progenies) to fully implement the research activities foreseen in WP4. 	<p>Access rights to Background are only granted to the extent that they are needed for the implementation of the action.</p>	<p>Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements in which the same materials are used to reach other goals.</p>

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

PARTY 6

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

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

PARTY 7

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

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

PARTY 8

As to **INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION ET L'ENVIRONNEMENT (INRAE)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Efficiency test of selected phages on Xf in vitro and in planta: trials made in the frame of a collaborative contrat with Bioline and AMU-CNRS (Contract Ref: INRAE n°208596)	Use of phages dependent on the agreement of third parties (Bioline and CNRS-AMU)	Use of phages and related know-how dependent on the agreement of third parties (Bioline and CNRS-AMU)

<p>Protocols for Xf inoculation detection and identification, interactions with its biotic environment (host plant and microbiota) (internal ref: EM-MO-BM-063; EM-MO-BM-065; EM-MO-BM-067): INRAE grants Access Rights to Background of the research group directly involved in BeXyl.</p>	<p>Access rights to Background are only granted to the extent that they are needed for the implementation of the action</p>	<p>Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements in which the same materials are used to reach other goals.</p>
<p>Genome database of 52 Xylella strains isolated in France since 2015: INRAE grants Access Rights to Background of the research group directly involved in BeXyl.</p>	<p>Access rights to Background are only granted to the extent that they are needed for the implementation of the action</p>	<p>Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements in which the same materials are used to reach other goals.</p>
<p>Protocol for HMW DNA extraction from Xylella cultures for long-read sequencing (internal ref: EM-MO-BM-068) : INRAE grants Access Rights to Background of the research group directly involved in BeXyl.</p>	<p>Access rights to Background are only granted to the extent that they are needed for the implementation of the action</p>	<p>Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements in which the same materials are used to reach other goals.</p>

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

PARTY 9

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

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

PARTY 10

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

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

PARTY 11

As to **THE AGRICULTURAL RESEARCH ORGANISATION OF ISRAEL - THE VOLCANI INSTITUTE (ARO-VOL)** , it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
The ARO-VOL have identified the almond cultivar ‘Lauranne’ is a resistant cultivar to Xylella fastidiosa. This prior knowledge will be used in this proposal to further study the resistance mechanism and for breeding resistant cultivars.		

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

PARTY 12

As to **LUDWIG-MAXIMILIANS-UNIVERSITAET MUENCHEN (LMU Munchen)** , it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of LMU Munchen is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation

of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

PARTY 13

As to **AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH (AIT)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Development of biopesticides, study of colonization of applied strains, genome analysis, microbial ecology	Access rights to Background are only granted to the extent that they are needed for the implementation of the action	Access for exploitation is only granted to the extent it is needed to exploit the Parties' own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.
Proprietary bacterial strains that will be provided to project partners for evaluation or for comparison to BeXyl developed solutions	Access rights to Background are only granted to the extent that they are needed for the implementation of the action	Access for exploitation is only granted to the extent it is needed to exploit the Parties' own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.

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

PARTY 14

As to **NACIONALNI INSTITUT ZA BIOLOGIJO (NIB)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant
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	16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
The process of organizing proficiency tests including scientific and administrative part (forms, calculations, results assessment, reporting, contract and GDPR rules).	Access for implementation is granted on a royalty-free basis to the extent needed for the parties concerned to carry out their tasks in the project.	Access for exploitation is only granted to the extent it is needed to exploit the Parties’ own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.
Know-how on preparation of control/reference samples and assessment of the target concentration using a range of tests with or without modifications, including digital PCR.	Access for implementation is granted on a royalty-free basis to the extent needed for the parties concerned to carry out their tasks in the project.	Access for exploitation is only granted to the extent it is needed to exploit the Parties’ own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.
Know-how on using of digital PCR for assigning absolute reference values to test items.	Access for implementation is granted on a royalty-free basis to the extent needed for the parties concerned to carry out their tasks in the project.	Access for exploitation is only granted to the extent it is needed to exploit the Parties’ own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.
Know-how on data handling, pre-processing and processing in accordance with FAIR principles.	Access for implementation is granted on a royalty-free basis to the extent needed for the parties concerned to carry out their tasks in the project.	Access for exploitation is only granted to the extent it is needed to exploit the Parties’ own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.
Know-how on systematic description of the test items used in proficiency tests.	Access for implementation is granted on a royalty-free basis to the extent needed for the parties concerned to carry out their tasks in the project.	Access for exploitation is only granted to the extent it is needed to exploit the Parties’ own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.
Know-how of using of digital PCR for both detection of	Access for implementation is granted on a royalty-free	Access for exploitation is only granted to the extent it is

plant pathogens and the characterization of test items used in validations and proficiency testing	basis to the extent needed for the parties concerned to carry out their tasks in the project.	needed to exploit the Parties' own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 15

As to **AGENCIA PAULISTA DE TECNOLOGIA DOS AGRONEGOCIOS (APTA-IAC)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
APTA-IAC has a diverse collection of <i>X. fastidiosa</i> subsp. <i>pauca</i> composed by different STs that could be accesses in the present project.		
APTA-IAC in collaboration with colleagues from EPAGRI (Santa Catarina, Br) will have access to plum genotypes with resistance to XF. These materials will be used in the present project.	Access rights to Background are only granted to the extent that they are needed for the implementation of the action.	Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements in which the same materials are used to reach other.
APTA-IAC in collaboration with colleagues from ESALQ / USP (Piracicaba, Sao Paulo, Br) will have access to entomopathogenic fungi collection. These materials will be used in the present	Access rights to Background are only granted to the extent that they are needed for the implementation of the action.	Access Rights to Background are only granted to the extent that said Background is not subject to terms and conditions in other agreements in which the same materials are used to

project.		reach other.
APTA-IAC by the researchers and collaborators will have access to field spots with olive and citrus plants infected by XF. These materials will be used in the present project for validation of diseases diagnosis by satellite image.		

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

PARTY 16

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

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

PARTY 17

As to **CENTRO DI RICERCA, SPERIMENTAZIONE E FORMAZIONE IN AGRICOLTURA BASILE CARAMIA (CRSFA)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Since the inception of <i>Xylella fastidiosa (Xf)</i> in Apulia, CRSFA has been deeply involved in supporting research activities and		

<p>has played a prominent role in the <i>Xf</i> monitoring programme implemented by the Regional Phytosanitary Service, being recognized as a first level diagnostic laboratory.</p>		
<p>Is an official diagnostic laboratory for harmful pests and pathogens (viruses, fungies, bacteria). Have expertise for fungi identification with classical methods or molecular methods, Grants access rights to background of the research group directly involved in Bexyl</p>		
<p>CRSFA is authorised from MiPAAF to perform trials aimed to gain data for registration purpose with chemicals and organic products. Several trials in field and confined condition to testing new formulation for pathogens and pest control, have been carried out. Acces rights to background of the research groups directly involved in Bexyl.</p>		
<p>Manages several demonstrative field plots and it has skills and facilities to screen plant germplasm for resistance to pathogens.</p>		
<p>In the recent years, CRSFA has participated in major EU-funded research projects on <i>Xf</i>, conducting routine large-scale tests necessary to acquire the experimental data on <i>Xf</i> epidemiology, on olive germplasm susceptibility and host plants grown under different cultivation management.</p>		
<p>CRSFA has also contributed significantly to the gain of knowledge on the biology and</p>		

control of insect vectors in Apulia, being this year (2019) awarded of the responsibility to lead the Regional program for large-scale monitoring of the juvenile and adult stages of the spittlebug vectors		
Protocol and several years' experience on Xf transmission trial with spittlebug vector. Access rights to background of the research groups directly involved in Bexyl		

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

PARTY 18

As to **INSTITUTO ANDALUZ DE INVESTIGACION Y FORMACION AGRARIA PESQUERA ALIMENTARIA Y DE LA PRODUCCION ECOLOGICA (IFAPA)**, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Genetic resources of cultivated olive from the World Olive Germplasm Collection of IFAPA	Available on request, signature of a MTA	Not available for exploitation
Progenies already available in olive and new ones obtained in the project	Available on request, signature of a MTA	Not available for exploitation. IFAPA will be the sole owner of intellectual property for these plant materials

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

PARTY 19

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

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

PARTY 20

As to **ORGANISATION EUROPEENNE ET MEDITERRANEENNE POUR LA PROTECTION DES PLANTES (EPPO)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of ORGANISATION EUROPEENNE ET MEDITERRANEENNE POUR LA PROTECTION DES PLANTES (EPPO), is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 21

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

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

PARTY 22

As to **ACIES BIO BIOTEHNOLOSKE RAZISKAVE IN RAZVOJ DOO (ACIES BIO)**, it is agreed between the Parties that, to the best of their knowledge (please choose), the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5,

	Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Proprietary bacterial strains that will be provided to project partners for evaluation or for comparison to BeXyl developed solutions	Access for implementation is granted on a royalty-free basis to the extent needed for the parties concerned to carry out their tasks in the project. No other uses by the partners are allowed.	Access for exploitation is only granted to the extent it is needed to exploit the Parties’ own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.
Know how and protocols for cultivation and formulation of provided strains	Access for implementation is granted on a royalty-free basis to the extent needed for the parties concerned to carry out their tasks in the project. No other uses by the partners are allowed.	Access for exploitation is only granted to the extent it is needed to exploit the Parties’ own Results and restricted according to conditions set in Consortium Agreement Sections 9.4.2 and 9.4.3.

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

PARTY 23

As to **Soluciones Energéticas Levante S.L. (RG PROJECTS)**, it is agreed between the Parties that, to the best of their knowledge (please choose), No data, know-how or information of RG PROJECTS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 24

As to **CONSORZIO OLIVICOLO ITALIANO SOCIETA' CONSORTILE PER AZIONI (UNAPROL-COI)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UNAPROL-COI is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 25

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

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

PARTY 26

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

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

PARTY 27

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

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

PARTY 28

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

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

PARTY 29

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

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

PARTY 30

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

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

PARTY 31

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

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

AFFILIATED ENTITIES OF A PARTY

1) AFFILIATED ENTITY OF XXXXX

1.1) XXX

As to **XXXX**, it is agreed between the Parties that, to the best of their knowledge (please choose),

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific limitations and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

[Option: Attachment 4: Identified entities under the same control according to Section 9.5]

[Option: Attachment 5: NDA for External Expert Advisory Board agreed under Section 6]

Agencia Estatal de Investigaciones Científicas, M.P. (hereinafter referred to as CSIC) whose registered office is at calle Serrano 117, 28006, Madrid, Spain represented by Name: Dr. Francisco Javier Moreno, Vice-President for International Affairs, acting in its capacity as Coordinator of **BeXyl** Project, duly authorized for the purposes hereof to represent all members of **BeXyl** Consortium (hereinafter referred to as “Project Members”).

Project Members are:

- 1. ‘The Coordinator’: AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, M.P.** (hereinafter referred to as “**CSIC**”), Spain
- 2 INSTITUTO VALENCIANO DE INVESTIGACIONES AGRARIAS** (hereinafter referred to as “**IVIA**”), Spain
- 3 UNIVERSIDAD DE CORDOBA** (hereinafter referred to as “**UCO**”), Spain
- 4 UNIVERSITAT DE GIRONA** (hereinafter referred to as “**UdG**”), Spain
- 5 CONSIGLIO NAZIONALE DELLE RICERCHE** (hereinafter referred to as “**CNR**”), Italy
- 6 UNIVERSITA DEGLI STUDI DI TORINO** (hereinafter referred to as “**UNITO**”), Italy
- 7 UNIVERSITA DEGLI STUDI DI BRESCIA** (hereinafter referred to as “**UNIBS**”), Italy
- 8 INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION ET L'ENVIRONNEMENT** (hereinafter referred to as “**INRAE**”), France, French public scientific and technological research establishment, Having its registered office at: 147 Rue de l’Université - 75338 PARIS CEDEX 07, Represented by **Mr. Philippe MAUGUIN**, Acting as **President**, And by delegation Emmanuelle CHEVASSUS-LOZZA President of center Pays de la Loire, Acting in its own name and/or on behalf of Institut Agro Rennes-Angers and Université d’Angers within the framework of UMR 1345 IRHS
- 9 AUBURN UNIVERSITY** (hereinafter referred to as “**AU**”), United States
- 10 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** (hereinafter referred to as “**UC**”), United States
- 11 THE AGRICULTURAL RESEARCH ORGANISATION OF ISRAEL - THE VOLCANI CENTRE** (hereinafter referred to as “**ARO-VOL**”), Israel
- 12 LUDWIG-MAXIMILIANS-UNIVERSITAET MUENCHEN** (hereinafter referred to as “**LMU Muenchen**”), Germany
- 13 AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH** (hereinafter referred to as “**AIT**”), Austria
- 14 NACIONALNI INSTITUT ZA BIOLOGIJO** (hereinafter referred to as “**NIB**”), Slovenia
- 15 AGENCIA PAULISTA DE TECNOLOGIA DOS AGRONEGOCIOS** (hereinafter referred to as “**APTA-IAC**”), Brazil
- 16 UNIVERSIDAD DE COSTA RICA** (hereinafter referred to as “**UCR**”), Costa Rica

17 CENTRO DI RICERCA, SPERIMENTAZIONE E FORMAZIONE IN AGRICOLTURA BASILE CARAMIA (hereinafter referred to as “**CRSFA**”), Italy

18 INSTITUTO ANDALUZ DE INVESTIGACION Y FORMACION AGRARIA PESQUERA ALIMENTARIA Y DE LA PRODUCCION ECOLOGICA (hereinafter referred to as “**IFAPA**”), Spain

19 EUROPEAN NURSERYSTOCK ASSOCIATION (hereinafter referred to as “**ENA**”), Belgium

20 ORGANISATION EUROPEENNE ET MEDITERRANEENNE POUR LA PROTECTION DES PLANTES (hereinafter referred to as “**EPPO**”), France

21 Serveis de Millora Agraria i Pesquera (hereinafter referred to as “**SEMILLA**”), Spain

22 ACIES BIO BIOTEHNOLOSKE RAZISKAVE IN RAZVOJ DOO (hereinafter referred to as “**ACIES BIO**”), Slovenia

23 Soluciones Energéticas Levante S.L. (hereinafter referred to as “**RG PROJECTS**”), Spain

24 CONSORZIO OLIVICOLO ITALIANO SOCIETA' CONSORTILE PER AZIONI (hereinafter referred to as “**UNAPROL-COI**”), Italy

25 AGROMILLORA IBERIA, S.L.U. (hereinafter referred to as “**AIBE**”), Spain

26 SURRENDER MEDIA SOLUTIONS SRL (hereinafter referred to as “**SURRENDER MS**”), Belgium

27 INSTITUTO NACIONAL DE TECNOLOGIA AGROPECUARIA (hereinafter referred to as “**INTA**”), Argentina, having its registered office at Av. Rivadavia 1439 – 1033, Buenos Aires City, Argentina, represented by **Eng. Mariano GARMENDIA**, acting as President of the Board of Directors.

28. JOINT RESEARCH CENTRE (hereinafter referred to as “**JRC**”), Belgium

29. THE UNIVERSITY OF MELBOURNE a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Act) (ABN 84 002 705 224) of Grattan Street, Parkville, 3010 in the State of Victoria, (hereinafter referred to as “**UOM**”), Australia

30 FORESTRY COMMISSION RESEARCH AGENCY (hereinafter referred to as “**FCRA**”), United Kingdom

31 BOTANIC GARDENS CONSERVATION INTERNATIONAL LBG (hereinafter referred to as “**BGCI**”), United Kingdom

And

[OPTION 1: **Mr./ Ms./ Dr. Name** in its quality of relevant stake holder, provided with Identification Number XXXXX (hereinafter referred to as **Expert Advisor**).]

[OPTION 2: **Name of the Institution/Company**, whose registered office is at X, represented by X, which is represented in the Advisory Board by **Mr./ Ms./ Dr. Name**, (hereinafter referred to as **Expert Advisor**).]

Individually called “Party” or collectively called “Parties”

PREAMBLE

- i. CSIC is currently taking part in an action entitled “**Beyond Xylella, Integrated Management Strategies for Mitigating Xylella fastidiosa impact in Europe (BeXyl)**” (hereinafter, the “Project”) pursuant to a Consortium Agreement is based upon REGULATION (EU) 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), and under Grant Agreement number **101060593**.
- ii. The Consortium Agreement of the Project provides the appointment of an Advisory Board (AB) that assists and facilitates the decisions made by the General Assembly. Based on section 6.5 the Consortium Agreement, the members of the AB are required to sign a **non-disclosure agreement**, hereinafter referred to as **the “Agreement”**, no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier. Regarding this Agreement, CSIC, as the Coordinator of the Project, according to such section 6.5, will be authorized by the Project Members to act on their behalf.
- iii. The Expert Advisor has been appointed as member of the AB.
- iv. The Project Members shall transfer to the Expert Advisor confidential or proprietary information, hereafter called the CONFIDENTIAL INFORMATION, that shall only be used by the Expert Advisor in the context of its internal evaluation and for the purpose of advising and carrying out of the Project, hereinafter referred to as the “Authorized Purpose”. The Expert Advisor may disclose proprietary CONFIDENTIAL INFORMATION to the Project Members in the scope of the Authorized Purpose.
Therefore, the Parties, the “RECEIVING PARTY” or the “DISCLOSING PARTY”, will participate to discussions and will receive or disclose CONFIDENTIAL INFORMATION.

NOW THEREFORE the Parties agree as follows:

1. Definition of Confidential Information

For the purpose of this Agreement, the terms "CONFIDENTIAL INFORMATION" shall mean:

- (a) any information in tangible form (including, without limitation, papers, emails or information stored on tapes and disks) must be prominently identified as CONFIDENTIAL INFORMATION of the Disclosing Party by appropriate legend, stamp or other marking, or which under the circumstances, should reasonably be considered CONFIDENTIAL INFORMATION and
- (b) any oral or otherwise intangible form of information must be identified at the time of disclosure as being of a confidential or proprietary nature and described in reasonable detail in writing, identified as CONFIDENTIAL INFORMATION and transmitted to the Receiving Party within thirty (30) days of the date of disclosure to the Receiving Party.

2. Ownership and no license of Confidential Information

THE DISCLOSING PARTY is the owner of the CONFIDENTIAL INFORMATION or is allowed to disclose the CONFIDENTIAL INFORMATION to the RECEIVING PARTY. None of these provisions may be interpreted as granting a licence and /or any rights/ or title whatsoever for the use of this CONFIDENTIAL INFORMATION to the RECEIVING PARTY;

3. No warranty

Any CONFIDENTIAL INFORMATION is made available "as is" and no warranties of any kind are granted or implied with respect to the quality of CONFIDENTIAL INFORMATION, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

4. Confidentiality obligations

In consideration of the mutual covenants herein, in order to provide protection against inappropriate use or unauthorized disclosure, The RECEIVING PARTY shall not use such CONFIDENTIAL INFORMATION for any other purpose than the Authorized Purpose, and in particular, the following provisions shall apply:

- a) The RECEIVING PARTY shall treat all CONFIDENTIAL INFORMATION as the confidential property of the DISCLOSING PARTY and agrees not to disclose or distribute any such CONFIDENTIAL INFORMATION to any third party without first obtaining the written consent of the DISCLOSING PARTY.
- b) The RECEIVING PARTY can only disclose the CONFIDENTIAL INFORMATION to such staff members who are bound by secrecy and non-use obligation no less strict than the present Agreement and who need to know such CONFIDENTIAL INFORMATION.
- c) The RECEIVING PARTY shall not publish or communicate all or part of the CONFIDENTIAL INFORMATION, unless authorized in writing by the DISCLOSING PARTY.
- d) Except as set out above or agreed by the DISCLOSING PARTY in writing, the RECEIVING PARTY shall not use, copy in whole or in part, modify or adapt the CONFIDENTIAL INFORMATION in any way, and at the DISCLOSING PARTY's written request, the RECEIVING PARTY shall cease all use of the CONFIDENTIAL INFORMATION and return or destroy all copies of the CONFIDENTIAL INFORMATION in its possession. The authorized representative of the RECEIVING PARTY will formally and duly communicate said destruction.
- e) The RECEIVING PARTY shall not file a patent application or any other title of industrial property including this CONFIDENTIAL INFORMATION.
- f) The RECEIVING PARTY shall not use this CONFIDENTIAL INFORMATION with the purpose of direct or indirect exploitation, without the DISCLOSING PARTY's prior written authorization.

5. Exceptions to Confidentiality obligations

The foregoing restrictions shall not apply to information which the RECEIVING PARTY can prove:

- a) was in the possession of the RECEIVING PARTY prior to disclosure by the DISCLOSING PARTY; or
- b) is now or hereafter comes into the public domain other than by default of the RECEIVING PARTY; or
- c) was lawfully received by the RECEIVING PARTY from a third party acting in good faith having a right of further disclosure, or

d) is required by law or other regulatory authorities to be disclosed by the RECEIVING PARTY, but only to the extent of such order and the RECEIVING PARTY shall immediately inform the DISCLOSING PARTY of such requirement prior to any disclosure, so that the RECEIVING PARTY has the opportunity to protect its interests as much as possible; or

e) was developed by the RECEIVING PARTY independently from the CONFIDENTIAL INFORMATION received.

6. Breach of the Agreement

The RECEIVING PARTY acknowledges that substantial damage could be done to the DISCLOSING PARTY and to the **BeXyl** CONSORTIUM through a breach of this Agreement, and each Party agrees that the DISCLOSING PARTY may enforce the provisions of this Agreement preventing disclosure and use of CONFIDENTIAL INFORMATION.

The RECEIVING PARTY is obligated to inform the DISCLOSING PARTY immediately in writing about any violation of this Agreement.

7. Duration and Amendments

This Agreement shall enter into force upon its signature by both Parties.

The RECEIVING PARTY shall remain bound by the undertakings given in this Agreement for so long as the CONFIDENTIAL INFORMATION has not been released in the public domain.

For the avoidance of doubt, notwithstanding earlier termination or expiry of this Agreement for any reason, the obligations and restrictions contained in this Agreement shall remain in full force and effect during the Project and for a period of 5 years after the end of the Project, from the date this Agreement is entered into.

This Agreement may be modified only by written agreement of the Parties.

8. Personal Data Protection

When the Project involves access by the Parties to personal data, the Parties shall be regarded as responsible for treatment of said data and shall comply with that laid down in 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, as well as any other applicable national regulations currently in force or introduced in the future to modify and/or replace it.

9. Applicable Law and Settlement of Disputes

In case of dispute regarding the execution or the interpretation of this agreement, the Parties shall elect to resolve the dispute first amicably. In case of persistent dispute, the Courts of Brussels shall be the sole competent court to hear and decide upon the dispute. The law applicable is Belgian law, excluding its conflict-of-law provisions.

AS WITNESS:

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS M.P. (CSIC)

Acting on behalf of the **BeXyl** Consortium

Name: Dr. Francisco Javier Moreno

Position: Vice-president for International Affairs

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

For the EXPERT ADVISOR:

[OPTION 1:

Name of the Expert Advisor:

Signature:

Date:]

[OPTION 2:

Name (of the legal representative):

Name of the representative in the AB:

Position:

Signature

Signature:

Date:]

Date:

Attachment 6 Members of the Management Board

The Management Board shall consist of the Coordinator and the project manager and the Work Package Leaders and deputies:

WP	WP leader-Institution	WP Co-Leader-Institution
WP1	J. A. Navas-Cortés-CSIC	M. A. Jacques-INRAE
WP2	T. Vicent-IVIA	P. Zarco-UOM
WP3	F. Lanotte-CNR	J. Pages-ENA
WP4	O. Bahar-ARO-VOL	A. Belag- IFAPA
WP5	D. Bosco-UNITO	E. Quesada-UCO
WP6	E. Montesinos-UdG	S. Compant-AIT
WP7	G. Gilioli-UNIBS	D. Olmo-SEMILLA
WP8	C. Pollard-FCRA	J. Barreiro-JRC
WP9	D. Prestigiacomo-SMS	S. Sharrock-BGCI
WP10	B.B. Landa-CSIC	M. Saponari-CNR