

CONSORTIUM AGREEMENT



TRANSCAN-3

***ERA-NET: Sustained collaboration of national and regional programmes
in cancer research***

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THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement for ERA-NET Cofund and its Annexes, and is made on 1st of March 2021, hereinafter referred to as the “Effective Date”.

This Consortium Agreement is made **BETWEEN:**

MINISTERO DELLA SALUTE, established in Viale Giorgio Ribotta 5, 00144, Rome, Italy, hereafter referred to as IT-MOH (“the Coordinator”);

ISTITUTO SUPERIORE DI SANITA, established in Viale Regina Elena 299, 00161 Rome, Italy; hereafter referred to as ISS;

FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG, established in SENSENGASSE 1, WIEN 1090, Austria, hereafter referred to as FWF;

FONDS DE LA RECHERCHE SCIENTIFIQUE - FNRS established in Rue d'Egmont 5, Bruxelles 1000, Belgium, hereafter referred to as FRS-FNRS;

FONDS VOOR WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN, established in Egmontstraat 5, Brussel 1000, Belgium, hereafter referred to as FWO;

SIHTASUTUS EESTI TEADUSAGENTUUR, established in SOOLA 8, TARTU 51013, Estonia, hereafter referred to as ETAg;

FONDATION ARC POUR LA RECHERCHE SUR LE CANCER, established in Rue Guy Moquet 9, Villejuif 94800, France, hereafter referred to as ARC;

INSTITUT NATIONAL DU CANCER, established in 52, avenue André Morizet, Boulogne-Billancourt 92513, France, hereafter referred to as INCa;

BUNDESMINISTERIUM FUER BILDUNG UND FORSCHUNG, established in Heinemannstrasse 2, BONN 53175, Germany, hereafter referred to as BMBF;

DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT EV, established in Linder Hoehe, KOELN 51147, Germany, hereafter referred to as DLR;

GENIKI GRAMMATIA EREVNAS KAI KAINOTOMIAS, established in Mesogeion Avenue 14-18, Athens 11510, Greece, hereafter referred to as GSRI;

NEMZETI KUTATASI FEJLESZTESI ES INNOVACIOS HIVATAL, established in Kéthly Anna Tér 1 Budapest 1077, Hungary, hereafter referred to as NKFIH;

THE HEALTH RESEARCH BOARD, established in Lower Baggot Street 73 Dublin 2, Ireland, hereafter referred to as HRB;

CHIEF SCIENTIST OFFICE, MINISTRY OF HEALTH, established in 39 Yirmiyahu Street, Jerusalem 9101002, Israel, hereafter referred to as CSO-MOH;

ALLEANZA CONTRO IL CANCRO, established in established in Viale Giorgio Ribotta 5, 00144, Roma, Italy, hereafter referred to as ACC;

FONDAZIONE REGIONALE PER LA RICERCA BIOMEDICA, established in Piazza Città di Lombardia 1, Milano 20124, Italy, hereafter referred to as FRRB;

MINISTERO DELL'UNIVERSITÀ E DELLA RICERCA, established in Via Michele Carcani 61, Roma 00153, Italy, hereafter referred to as MUR;

REGIONE TOSCANA, established in Palazzo Strozzi Sacrati - Piazza del Duomo 10, Firenze 50122, Italy, hereafter referred to as TuscReg;

VALSTS IZGLITIBAS ATTISTIBAS AGENTURA, established in Valnu Iela 1, Rīga 1050, Latvia, hereafter referred to as VIAA;

KREFTFORENINGEN, established in Tullins gate 2, Oslo 0101, Norway, hereafter referred to as NCS;

NORGES FORSKNINGSRAD, established in Drammensveien 288, Oslo 0283, Norway, hereafter referred to as RCN;

NARODOWE CENTRUM BADAN I ROZWOJU, established in ul. Nowogrodzka 47a, Warszawa 00 695, Poland, hereafter referred to as NCBR;

FUNDAÇÃO PARA A CIÊNCIA E A TECNOLOGIA, I.P. established in Avenida D. Carlos I 126, Lisboa 1249 074, Portugal, hereafter referred to as FCT;

UNITATEA EXECUTIVA PENTRU FINANTAREA INVATAMANTULUI SUPERIOR, A CERCETARII, DEZVOLTARII SI INOVARII, established in Mendeleev Street 21-25, Bucharest 010362, Romania, hereafter referred to as UEFISCDI;

SLOVENSKA AKADEMIA VIED, established in Stefanikova 49, Bratislava 814 38, Slovakia, hereafter referred to as SAS;

FUNDACIÓN CIENTÍFICA DE LA ASOCIACIÓN ESPAÑOLA CONTRA EL CÁNCER, established in Teniente Coronel Noreña 30, Madrid 28045, Spain, hereafter referred to as FCAECC;

FUNDACIÓN PARA EL FOMENTO EN ASTURIAS DE LA INVESTIGACIÓN CIENTÍFICA APLICADA Y TECNOLOGÍA, established in C/ Cabo Noval 11, 1 C, Oviedo 33007, Spain, hereafter referred to as FICYT;

INSTITUTO DE SALUD CARLOS III, established in Avenida Monforte de Lemos 5, Madrid 28029, Spain, hereafter referred to as ISCIII;

TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU, established in Ataturk Bulvari 221, Ankara 06100, Turkey, hereafter referred to as TUBITAK;

Associated Parties

CANADIAN INSTITUTES OF HEALTH RESEARCH, established in 160 Elgin Street, 9th Floor Address Locator 4809A Ottawa, Ontario K1T 4H8, Canada, hereafter referred to as CIHR;

MINISTRY OF SCIENCE AND TECHNOLOGY, established in No106 Ho-Ping East Road, Taipei Taiwan, hereafter referred to as MOST,

Hereinafter, jointly or individually, referred to as “Parties” or “Party”, relating to the Action entitled:

“ERA-NET: Sustained collaboration of national and regional programmes in cancer research”

In short:

“TRANSCAN-3”

Hereinafter referred to as “Action”.

WHEREAS:

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

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

For the Parties not signatories of the Grant Agreement, the present Consortium Agreement specifies their rights and obligations in the frame of the project TRANSCAN-3.

The Parties are aware that this Consortium Agreement is based upon the DESCA Horizon 2020 Model Consortium Agreement, Version 1.2.4, 2017, adapted for an ERA-NET Cofund programme.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

The purpose of this Consortium Agreement (CA) is to facilitate the fulfilment of the work and related activities allocated to the Parties under the Action (and as described in more details in Grant Agreement Annex 1 – Description of Action) by setting forth the terms and conditions pursuant to which the Parties agreed to: i) undertake to cooperate in the performance of their respective tasks under the Grant Agreement and ii) set the framework of rights and obligations of the Parties concerning *inter alia* liability, access rights and dispute resolution.

This Consortium Agreement is to be read together with the specific agreements that the Parties settle concerning e.g. the specific arrangements for organising the joint transnational calls for research proposals, which may contain separate regimes on decision-making procedures and confidentiality procedures.

In the event of any conflict between this Consortium Agreement and the Grant Agreement, the Grant Agreement shall take precedence over the provisions of this Consortium Agreement.

Section 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 between the European Commission (hereinafter referred to as "EC") and the Parties including its Annexes, unless otherwise defined in this Consortium Agreement.

1.2 Additional Definitions

"Action" or **"Project"** means the global action of the European Network aimed at supporting transnational research cooperation by coordinating national and regional funding programs in the field of cancer research in the framework of the TRANSCAN-3 project, which is described in Annex 1 (Description of Action) to the Grant Agreement.

"Access Rights" means licenses and user rights to Results and Background.

"Additional Activities": means joint activities other than the Co-funded Call for research proposals, including other joint calls without EC co-funding, which are planned in Annex 1 (Description of Action) to the Grant Agreement.

"Associated Party" means a Party to this Consortium Agreement not receiving EC contribution.

"Background" means information which is held by the Parties prior to their accession to this Consortium Agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this Consortium Agreement and/or developed or acquired by them in parallel with the execution of the Action, and which it has the right to dispose of.

"Beneficiaries" means the legal entities who have signed Grant Agreement No. 964264 with the European Commission.

"Call Secretariat" or **"Joint Call Secretariat"** means the Secretariat that has been established by the Consortium either for the Co-funded Call or the other Joint Calls on behalf of all funding parties.

"Call Steering Committee" (hereinafter "CSC") means a decision-making body for a specific Joint Call including for the Co-funded Call, which decides on financial matters related to funding of the Call and whose members are partner organisations that participate in a joint call for proposals by committing funds to this call (hereinafter "Funding Partners"). The CSCs may include Funding Organisations that are not members of the Consortium, as the case may be and as agreed by the Network Steering Committee (NSC)

"Co-funded Call" means the call for transnational research proposals launched by the Consortium and co-funded by the European Commission, including all necessary aspects for the implementation and management of the joint call.

"Consortium" means all the Parties to this Consortium Agreement which have signed the Grant Agreement N° 964264 with the EC.

"Consortium Agreement" means the present agreement concerning TRANSCAN-3, *ERA-NET: Sustained collaboration of national and regional programmes in cancer research*.

"Consortium Body" means any management body described in the governance structure Section of this Consortium Agreement.

“Consortium Budget” means the allocation of all the resources in cash or in kind for the activities as defined in Annex 2 to the Grant Agreement.

“Consortium Plan” means the Description of Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Network Steering Committee.

“Coordinator” means the Party in charge of the overall coordination of the Action and acts as intermediary between the Parties and the EC. In addition to its responsibilities as a Party, the Coordinator shall perform the tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

“Data” means any data which is part of a Party’s Background included in the TRANSCAN-3 project or which is generated under the project, including, as the case may be, personal data as defined and protected under the European or national applicable legislation(s) as well as clinical data, that shall be subject to terms and conditions specified in this Consortium Agreement.

“Day(s)” means calendar day(s);

“Defaulting Party” means a Party which the Network Steering Committee 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.

“Deliverables” means the deliverables required under the Grant Agreement and this Consortium Agreement (including, but not limited to, the reports and cost statements that have to be delivered to the Coordinator or the EC)

“Description of Action” or “DoA” means the description of the work to be carried out in order to implement the activities as set out in the Grant Agreement, Annex 1. It may be further detailed and adjusted throughout the duration of the TRANSCAN-3 Action, whenever necessary.

“Effective Date” means either the date of signature of the Consortium Agreement by all the Parties or the Start date of the Grant Agreement whichever is the earliest.

“European Commission” or “EC” means the principal executive body of the European Union.

“EC Contribution” means the financial contribution from the EC in accordance with the Grant Agreement.

“EC Top-Up” or “EU Top-Up” or “Top-Up” means the European Commission (EC) financial contribution to top up the Co-funded Call budget. The topping up may reach 33 % of the total cumulative funding of budget provided by the Funding Organisations participating in the Co-funded Call. Top-Ups are the shares of EU-funding of each Beneficiary, calculated in proportion to the maximum financial commitment of each Beneficiary for funding Transnational Projects.

“Force Majeure” means any unforeseeable and exceptional event affecting this Consortium Agreement, the Grant Agreement and the implementation of the Action by one or more Parties, which is beyond their control and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available (unless due to force majeure) for the purpose of performing this Consortium Agreement and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute force majeure.

“Funding Agency” or “Funding Organisation” means a national or regional agency responsible for providing the national/regional share of funding for the Transnational Projects.

“Grant Agreement” means the ERA NET Cofund Grant Agreement N°964264 (Grant Agreement) signed on 02/02/2021 between the Commission of the European Union and the *Ministero della Salute* (IT-MoH), Italy (Party N° 1) (Coordinator) as well as the other Partners that have signed the “Accession Form for Beneficiaries to the Grant Agreement”.

“Gap Filling” means the share of the EU Top-Up funding used to close the gaps of funding within the Ranking List (i.e., project participants for which no more national/regional funding is available). An agreed share of EU Top-Up funding is to be allocated to fill these funding gaps irrespective of nationality.

“Highly Detrimental Situation” means a Highly Detrimental Situation that may arise if the funding decision agreed among Parties, and occurring after the Ranking List is established by the Scientific Evaluation Committee, leads to the loss of more than 20% of EC contribution.

“Implementation Costs” means the costs related to the preparation, implementation and follow-up of the Co-funded Call, costs related to the management of the Consortium, communication, exploitation and dissemination of the Results, as well as costs related to evaluation and monitoring of the research projects and the other additional activities not covered by the Unit Costs and in-kind-contribution of the Parties.

“Joint Call” means a call for transnational research proposals launched by the Consortium, including all necessary aspects for the implementation and management of the joint call.

“Mixed mode” means, for the purpose of this Consortium Agreement, a combination of the "Virtual Common Pot" and the funding approach where part of the EC Top-Up is reserved for a "real common pot" -to supplement the co-funded call budget- which allows compensating the gap between national/regional funding contributions and requested budgets for successful proposals when following the ranking list.

“Needed” means:

For the implementation of the Action: Access Rights are needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For exploitation of own Results: Access Rights are needed if, without the grant of such Access Rights, the exploitation of own Results would be technically or legally impossible.

“Network Coordination Unit (NCU)” consists of the Coordinator, the project manager, the financial manager and other support staff at the Coordinator’s premises. The NCU will provide the necessary support the consortium bodies and will take in charge the day-to-day operational management as well as the reporting activities to the EC.

“Network Steering Committee (NSC)” is the principal decision-making body of this Action and shall comprise all Parties.

“Operating Group (OG)” is the supervisory body for the execution of the Project. The OG shall report and be accountable to the NSC. The OG will be composed of the Coordinator and WP Leaders and will report to the NSC through the Coordinator.

“Partner” is equivalent to Party for the purposes of this Consortium Agreement.

“Party” or **“Parties”** means a party or the parties to this Consortium Agreement.

“Programme Owner” means a Party fully responsible of a given programme aimed at providing funding to different kinds of organisations in order to support defined activities, especially R&D activities. A Programme Owner could manage the programme itself or entrust a third party to manage it, but will remain responsible of its design and funding.

“Programme Manager” means a Party responsible for the implementation of a given programme aimed at providing funding to different kinds of organisations in order to support defined activities, especially R&D activities.

“Ranking List” means the list of research proposals evaluated at the second step according to criteria set out in Article 15 of the Grant Agreement and ranked according to the evaluation outcomes.

“Real Common Pot” means a funding mode where countries or funding organisations pool funding for cross-border funding and there are trans-national flows of funds as all researchers are funded only based on their success in the proposal evaluation. National/regional Funding Organisations will, through contribution to the real common pot, fund the best quality proposals irrespective of nationality. The decision on which proposals should be retained for funding will be based on the evaluation by the international experts committee and the designated decision-making body (e.g. Call Steering Committee).

"Reporting Procedures" mean reporting procedures concerning the submission of documents under the Grant Agreement or this Consortium Agreement.

"Results" means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the Action, as well as any rights attached to it, including intellectual property rights.

"Scientific Evaluation Committee (SEC)" means the board of independent experts evaluating proposals of the Joint Calls.

"Task" means a component of a certain Work Package.

"Task Leader" means the Party who will carry out the Tasks of a certain Work Package.

"Transnational Projects" means the research projects selected for funding under the Co-funded Call under conditions and through the evaluation and selection procedure specified within Section 8 of this Consortium Agreement, and which will be funded with financial contributions detailed within Section 7.

"Unit Costs" means direct coordination costs of Additional Activities.

"Virtual Common Pot" means a funding mode where each participating funding organisation will fund its own successful participants. Funding will not be available from one participating funding organisation for successful participants from other participating funding organisations, there is no cross-border funding involved. Evaluation of proposals is undertaken by an international expert committee, whereas funding decisions and funding is undertaken by individual national/regional organisations, in accordance with their own standard rules and procedures.

"Work Package" means any work package listed in connection with the work breakdown structure in the Grant Agreement, Annex 1.

"Work Package Leader" means the Party who will carry out the co-ordination Tasks of the respective Work Package and who represents the Work Package before the Network Steering Committee.

"Workplan" means the Action workplan and related-Tasks and sub-tasks allocated to the Parties as defined in Annex 1 to the Grant Agreement. The initial Workplan is identical to the Annex I of the "Description of Action".

Section 2. Purpose and nature

- 1) The purpose of this Consortium Agreement is to define the rules agreed between the Parties to implement the Action and their responsibilities thereof supplementing but not conflicting with the Grant Agreement.
- 2) The Parties to this Consortium Agreement are either Programme Owners or Programme Managers, in accordance with their own declaration to the EC.
- 3) The Parties have the right to conclude other agreements not conflicting with or hindering this Consortium Agreement.
- 4) In case of conflict between this Consortium Agreement and the Grant Agreement, the latter will have precedence.

Section 3: Entry into force, duration and termination

3.1 Entry into force

This Consortium Agreement shall enter into force as of the date of signature by all the Parties but shall have a retroactive effect as from 1st of March 2021 (the Effective Date).

3.2 Accession

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement or the Accession Document, as applicable, by a duly authorised representative of such entity.

A third party shall become a new Party to this Consortium Agreement upon signature of the "Accession Document" (Attachment 3 to this Consortium Agreement) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the Accession Document.

The non-signature by one Party of the Grant Agreement at the end of the negotiation phase will lead to the withdrawal of the Party from the Consortium Agreement.

3.3 Duration and termination

This Consortium Agreement shall continue in full force and effect from its Effective Date 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 and Article 50 of the Grant Agreement.

If the Grant Agreement

- is not signed by the EC or a Party, or
- is terminated, or
- if a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party(ies), subject to the provisions surviving the expiration or termination under Section 3.4 of this Consortium Agreement.

If a Party's participation in the Grant Agreement is terminated, the terminating Party shall do its utmost to limit the consequences for the Action.

The expiry or termination of this Consortium Agreement will not affect the validity, implementation, funding or monitoring of ongoing research projects which have received funding or have been awarded a grant pursuant to this CA. Such projects will continue to be funded and carried out as provided in the funding decision.

3.4 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 as well as financial rules agreed in Sections 7.1 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 NSC and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities for the implementation of the Action

4.1. General principles

The Parties are collectively responsible for the implementation of the Action and the Grant Agreement. Thus, the Parties commit themselves to endeavour, perform and fulfil, promptly, actively and on time, all of their obligations under the Grant Agreement and this Consortium Agreement, including in particular the submission to the EC, through the Coordinator, of deliverables, reports and information

pursuant to the Grant Agreement. Each Party shall do its utmost to fulfil the obligations set out in the Consortium Plan.

Each Party undertakes to notify promptly the Coordinator and/or any interested Party, 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 to carry out its Tasks.

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

4.2 Breach

In the event the NSC 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 NSC, will give formal and written 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 NSC 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. Each Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

If a Party enters into a subcontract or otherwise involves third parties to fulfil a task or part of a task described in the DoA - Annex 1 to the Grant Agreement (excluding e.g. logistics for meetings), this Party must notify such involvement to the other Parties. The notification shall contain at least the name, the address and the activity of the subcontractor or third party.

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

However, each Party shall promptly inform the other Party(ies), of any claims of third parties that come to their knowledge.

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third Parties

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

5.4 Force Majeure

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

Each Party will notify in writing the Coordinator and competent Consortium Bodies of any Force Majeure without undue delay, describing the Force Majeure event and its anticipated duration. If the consequences of Force Majeure for the Action are not overcome within forty-two (42) days after such notification, the transfer of Tasks - if any - shall be decided by the Network Steering Committee.

5.4.1 Coronavirus disease (COVID-19) pandemic

This Consortium Agreement is signed during the COVID-19 pandemic, where the States in which are located the Parties have imposed restrictions to stop the virus from spreading. In a case where tasks could not be executed due to these restrictions, the concerned Party must inform the other Parties. The Parties agree to try first to rearrange the tasks and modify the consortium plan through the Network Steering Committee, and to propose any necessary amendment to the Grant Agreement to the Funding Authority.

If Force Majeure is applied by the Funding Authority, Article 5.4 in this Consortium Agreement shall apply accordingly.

Section 6: Governance structure

6.1 General structure

6.1.1 Organisational structure

The organisational structure of the TRANSCAN-3 Consortium will comprise the following Consortium Bodies:

Network Steering Committee (NSC) which comprises all Parties under the GA and CA. This is the ultimate decision-making body for the execution of the TRANSCAN-3 Action the exception of the decisions to be taken under the Joint Calls.

Call Steering Committee (CSC) is the decision-making body for the JTCs. The CSC will be composed of representatives of the TRANSCAN-3 Parties who participate in the respective Joint Call for proposals. In exceptional cases, Funding Organizations outside the Consortium may participate in the JTCs and therefore become part of the CSC.

The **Operating Group (OG)** is the supervisory body for the execution of the Action. The OG shall report and be accountable to the NSC. The OG will be composed of the Coordinator and WP Leaders and will report to the NSC through the Coordinator.

The **Coordinator (COO)** is the legal entity acting as intermediary between the Consortium and the European Commission. The Coordinator will, in addition to its responsibilities as Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

The **Joint Call Secretariat** is the body in charge of the coordination of the management activities of the Joint Calls for proposals. The Call Secretariat supports the Call Steering Committee.

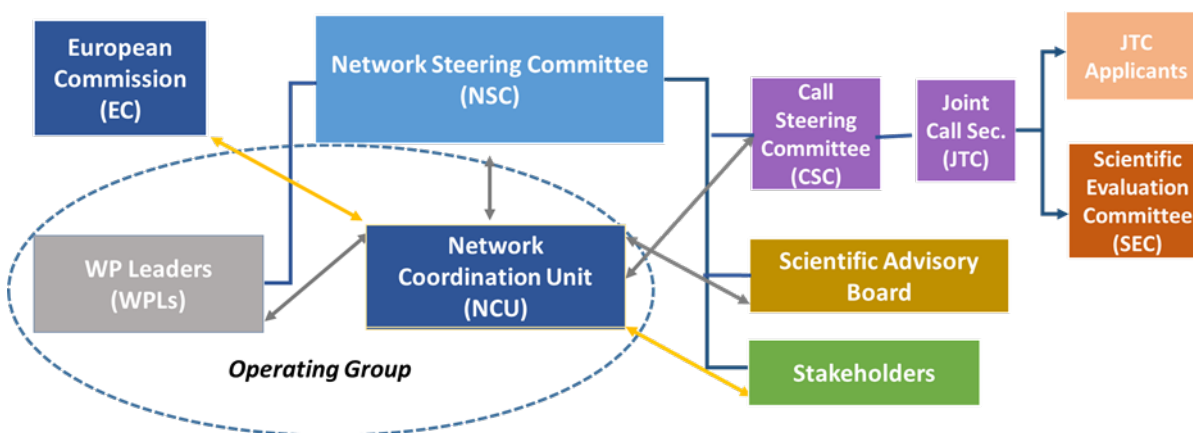
The **Network Coordination Unit (NCU)** -which consists of the Coordinator, the project manager, the financial manager and other assistance staff at the Coordinator's premises- will provide the necessary support to the consortium bodies and will take in charge the day-to-day operational management as well as the reporting activities to the EC.

In addition, the following external bodies will take part in the course of the project:

Scientific Advisory Board (SAB)

Scientific Evaluation Committee (SEC)

The management structure and the interactions of the different boards are presented in the following figure.



6.1.2 The Parties representatives

Each Party agrees to nominate a representative to the decision-making bodies of the Consortium (NSC, CSC, etc.) with due authorisation to discuss, negotiate and decide on actions proposed by the Coordinator, or to accept decisions made by the decision-making bodies within the frame of their responsibilities.

6.1.3 European Commission Representative

A European Commission representative may attend the meetings of the NSC, the CSC or the OG as an observer.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

- should be 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

Meetings will be organised by the local host and will be chaired jointly by the local host and/or the Coordinator.

The NSC will meet at least two times a year at the request of the Coordinator.

6.2.2.1 Convening meetings and decisions

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

	Ordinary meeting	Extraordinary meeting
Network Steering Committee	At least twice a year	At any time upon written request of the OG or any of the Members of the NSC
Operating Group	At least three times a year	At any time upon written request of any Member of the OG
Call Steering Committee	At least twice a year	At any time upon written request of any Member of the CSC

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
Network Steering Committee	21 calendar days	14 calendar days
Operating Group	14 calendar days	7 calendar days
Call Steering Committee	21 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.

Network Steering Committee	21 calendar days, 14 calendar days for an extraordinary meeting
Operating Group	14 calendar days, 7 calendar days for an extraordinary meeting
Call Steering Committee	21 calendar days, 14 calendar days for an extraordinary meeting

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.

Network Steering Committee	14 calendar days, 7 calendar days for an extraordinary meeting
Operating Group	2 calendar days
Call Steering Committee	14 calendar days, 7 calendar days for an extraordinary meeting

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 teleconference 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

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

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

6.2.3 Voting rules and quorum

6.2.3.1

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

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 14 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.

If two Partners act as an "institutional couple", i.e. if they come from the same country and manage the same research budget, they shall share one vote.

Two Partners acting as an institutional couple will only be counted once when determining the quorum.

In case of decisions regarding the budget of the Co-funded Call, only Funding Organisations shall be entitled to vote.

6.2.3.3

A Party which the Network Steering Committee has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4

Each Consortium Body shall strive to make decisions by general consensus. If consensus cannot be achieved, decisions on proposals shall be taken by simple majority of the votes cast, unless specified otherwise in this Consortium Agreement.

6.2.4 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a

Member may veto such decision during the meeting and within 14 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4

When a decision has been taken without a meeting a Member may veto such decision within 14 calendar days after written notification by the chairperson of the outcome of the vote.

6.2.4.5

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

6.2.4.6

A Party may 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 14 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Network Steering Committee

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

6.3.1.1 Members

The Network Steering Committee shall consist of one representative of each Party (hereinafter NSC Member). Each Party nominates a member and a deputy. Observers from the Parties may attend the NSC meetings.

Any NSC 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.

A Member may be supported by experts from its organisation whose presence will be compulsory according to the agenda. The attendance of any third-party participant will be accepted on the prior condition that each Party has been previously informed and that such participant signs a conflict of interest's declaration and a confidentiality agreement in compliance with the terms and conditions of this Consortium Agreement.

The presence of a third-party participant can be denied if a Party can show that its legitimate interests would be severely affected by the presence of such participant.

NCS Members, deputies, proxies and observers are bound by the obligation of confidentiality specified in this Consortium Agreement in Section 11.

6.3.1.2

Each NSC 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.

6.3.1.3

The Coordinator shall chair all meetings of the Network Steering Committee, unless decided otherwise in a meeting of the Network Steering Committee.

6.3.1.4

The Parties agree to abide by all decisions of the Network Steering Committee. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 13.8.

6.3.1.5 Decisions

The Network Steering Committee 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 Operating Group shall also be considered and decided upon by the Network Steering Committee.

The Network Steering Committee shall take decisions, *inter alia*, on the following matters:

Content, finances and intellectual property rights

- Strategic orientation of the Action;
- Overall implementation of TRANSCAN-3 activities (e.g., communication and dissemination activities, monitoring, etc.);
- Consortium's budget and the financial allocation of the EC Contribution to/within the various activities on the one hand, and among the various Parties on the other hand, within the limits of the Grant Agreement;
- Changes in the organisational structure and organisation appointed to positions in the Consortium, care being taken to avoid any conflict of interest;
- Proposals for changes to Annexes 1 and 2 to the Grant Agreement to be agreed by the European Commission;
- Changes to the Consortium Plan; and,
- Modifications to Attachment 2 (Background Included)

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 European Commission for a change of the Coordinator;
- Proposal to the European Commission for suspension of all or part of the Project;
- Proposal to the European Commission for termination of the Project and the Consortium Agreement

6.3.2 Operating Group (OG)

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

6.3.2.1 Members

The Operating Group will represent the execution body of the Consortium. It will be composed of the Work Package Leaders of TRANSCAN-3 as listed below and it will be chaired by the Coordinator. The OG will be the implementer of the workplan and decisions of the NSC and CSC.

The following Parties are Members of the OG:

- Coordinator
- IT-MOH
- SAS
- TuscReg
- INCa
- DLR

The OG will meet as often as required, in face-to-face or virtual meetings, at least three times a year. Exceptionally other Parties (not members of the OG) may join a meeting, in case the agenda requires it.

6.3.2.2 Minutes of meetings

Minutes of OG meetings, once accepted, shall be sent by the Coordinator to the NSC Members for information.

6.3.2.3 Tasks

The Operating Group is not a decision-making body but will actively contribute with the Coordinator to the overall management of the consortium. The OG will:

- Prepare the project meetings, propose decisions and prepare meeting agendas according to Section 6.3.1.2;
- Seek consensus among the Parties;
- Be responsible for the proper execution and implementation of the decisions of the NSC and the CSC;
- Ensure the effective and efficient implementation of the Consortium Plan;
- Monitor the progress of the Work Plan and, if necessary, propose modifications of the Consortium Plan to the NSC to correct eventual deviations;
- Support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables; and,
- Prepare the content of press releases and joint publications according to the Work Plan, proposed by the Consortium or by the European Commission.

6.3.3 Call Steering Committee (CSC)

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

6.3.3.1 Members

The Call Steering Committee (CSC) will be formed for each Joint Call (Co-funded Call or additional Joint Calls) and composed solely of those NSC members or their deputies taking part in that call. If additional parties outside the Consortium join a call, their representatives will also be members of the CSC.

The composition of the Call Steering Committee may vary from call to call.

Potential applicants to the Joint Calls or members of organisations that provide “in-kind” contributions to the Joint Calls cannot be members of the CSC.

6.3.3.2 Decisions

Decisions will be reached by consensus and, if not possible, voting outcomes (one vote = one Party involved in the call) will follow the simple majority principle. Nonetheless, no decision shall be taken by a majority built upon the vote of non-members of the Consortium.

Decisions regarding the Joint Calls to be made by the CSC:

- The CSC will decide on the text and procedures of the joint transnational calls and the composition of the Scientific Evaluation Committee (SEC);
- The CSC carries out the eligibility check (in line with the agreed criteria) of the transnational project pre-proposals (Step 1) and drawing up the list of transnational project proposals to be invited to the 2nd stage based on the evaluation of the pre-proposals;
- Based on the recommendations of the SEC and the available budget, the CSC will recommend the proposals to be funded. Each Party will make the final decision according to their respective regulations, but commit to follow the prioritisations made by the CSC;
- The CSC will decide on the allocation of the EC contribution to the Transnational Projects selected in the Co-funded Call in accordance with the Consortium Agreement; and,
- The CSC will decide on monitoring of the funded projects.

If countries that are not members or associated partners of TRANSCAN-3, participate in the joint transnational calls, their representatives will also be members of the CSC.

The Parties agree to abide by all decisions of the CSC. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 13.8.

CSC members can attend the SEC meeting(s) as observers only.

CSC members are not allowed to apply to the Joint Calls.

6.3.4 Coordinator (COO)

6.3.4.1

The Coordinator shall be the intermediary between the Parties and the European Commission and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement. In case a conflict arises within the Consortium, the Coordinator shall function as an arbitrator and seek consensus after hearing the conflicting Parties.

6.3.4.2 Responsibilities

In particular, the Coordinator will be responsible for:

- Monitoring compliance by the Parties with their obligations;
- Overseeing the progress of TRANSCAN-3 with the support of the OG and the NSC;
- Convening and chairing the NSC and the OG meetings and supporting the JCSs activities;
- Organising project meetings including setting dates, organising venues, issuing invitations, distributing agendas and minutes;
- Organising the SAB meetings, drafting of the minutes and following-up on the implementation of the SAB's suggestions;
- Collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the EC;
- Presenting progress of the Project and Party activity to the Network Steering Committee;
- Administering the financial contribution of the EC and fulfilling the financial tasks described in Section 7;
- Distributing the EC financial contribution among the Parties according to the Grant Agreement, this Consortium Agreement and the decisions taken by the Network Steering Committee;
- Performing internal financial reporting on a yearly basis;
- 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; and,

- Acting as a contact point for internal and external queries associated with the co-funded call, and the selected transnational projects

6.3.4.3

If one or more of the Parties are 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 European Commission in time.

6.3.4.4

If the Coordinator fails in its coordination tasks, the Network Steering Committee may propose to the European Commission to change the Coordinator.

6.3.4.5

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

6.3.4.6

After informing the NSC, the Coordinator may suspend EC contribution payments to a Party if that Party is liable for any delay or failure to perform its obligations under the Grant Agreement or is late in producing or submitting deliverables set out in Annex 1 to the Grant Agreement.

6.3.5 Network Coordination Unit (NCU)

The Network Coordination unit will function as management support team for the Project and will be proposed by the Coordinator. The NCU will assist and facilitate the work of the Network Steering Committee and the Coordinator for executing decisions of the Network Steering Committee as well as the day-to-day management of the Project.

6.3.6 Joint Call Secretariat (JCS)

6.3.6.1

The Joint Call Secretariat shall assist and facilitate the work of CSC for the day-to-day management of the joint transnational calls for proposals.

The JCS will be accountable for leading the coordination and management activities regarding the Co-funded Call and additional Joint Calls. It will be the contact point during the whole call duration including preparation, launch and evaluation process. It will offer support to all involved actors such as Funding Organisations, national/regional contact persons, applicants, etc.

In addition, the JCS will provide support for the monitoring and communication activities of the Project.

A JCS will be established for the Co-funded Call and for each additional Joint Call for proposals.

6.3.6.2

Responsible Parties for the establishment and running of the JCSs will be as follows:

- Ministero della Salute – IT-MOH (Party 1): co-funded Joint Transnational Call JTC-2021
- Alleanza contro il Cancro – ACC (Party 15) Joint Transnational Call JTC-2022
- Institut National du Cancer – INCa (Party 8) Joint Transnational Call JTC-2023
- Instituto de Salud Carlos III – ISCIII (Party 28) Joint Transnational Call JTC-2024

6.4 External Bodies

6.4.1 Scientific Advisory Board (SAB)

An external Scientific Advisory Board (SAB) will be appointed and steered by the Network Steering Committee. The role of the SAB is to provide scientific advice to the NSC in support for the development of the Project objectives, strategy and activities.

The SAB's terms of reference 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 SAB will be composed of a maximum of 10 high-level experts in the field of translational cancer research who will be:

- Proposed by the Network Steering Committee members;
- Selected among outstanding internationally renowned independent experts in the field of translational cancer research;
- Selected on the basis of their qualifications and capacity of experts and will not represent countries or regions; and,
- Approved by the Network Steering Committee.

There should be a good balance in terms of gender, age, regional and national representation, expertise and experience.

Members will be required to provide written disclosure of any potential conflict of interest.

SAB members cannot apply for the TRANSCAN-3 Joint Calls.

In addition to the permanent SAB, ad-hoc Expert Groups can be appointed by the WPLs whenever necessary.

6.7.2 Scientific Evaluation Committee (SEC)

The SEC members, proposed by the partners, will be nominated by the CSC and will act as evaluators/reviewers during the evaluation phases of joint transnational calls.

SEC members cannot apply for the relevant call and are requested to sign a non-disclosure agreement and a declaration of conflict of interest.

As outcome of the evaluation process the SEC shall prepare a ranking list for the proposals based on the scores for the evaluation criteria.

The CSC of the relevant joint call for proposals will issue a selection list of projects to be funded.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Overview

As presented in Annex 2 to the Grant Agreement (Estimated budget for the action), the financial contribution of the European Commission consists of the contribution to the financial support for the Transnational Projects (EU-Top-Up), the direct coordination costs for additional activities (**unit costs**) and the related indirect costs:

(A) The **contributions to support the Transnational Projects** consist of the national/regional contributions as defined in the Annex 2 to the Grant Agreement and EU funding (EU Top-Up).

(B) The financial support for additional activities (**unit costs**) and their **related indirect costs** are paid by the European Commission on the basis of the number of years in which a Party took part in the additional activities.

Table 1: Estimated EU contribution according to Annex 2 to the GA

Type of contribution	€
For financial support to transnational projects (EU Top-Up)	9,215,373.13
Unit Costs	1,734,562.50
Maximum EU contribution	10,949,935.59

7.1.2 Distribution of the Financial Contribution

The financial contribution of the European Commission for the Action will be distributed by the Coordinator according to:

- the Consortium Plan;
- the approval of reports by the European Commission; and,
- the provisions of payment in Sections 7.2, 7.3, and 7.4.

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

7.1.3 Justifying Costs towards the European Commission

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Action towards the European Commission. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the European Commission.

7.1.4 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 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.

7.1.5 Return of excess payments; receipts

7.1.5.1

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

7.1.5.2

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

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.1.7 Cost of Certificates of the Financial Statement

If a Party is eligible for requesting a total financial contribution of the European Commission of €325.000,00 or more as reimbursement for "direct costs related to transnational projects", a Certificate on the Financial Statement is obligatory. This means that a Party has to provide the Certificate on the Financial Statement when the total direct cost for its Transnational Projects is more than €984.840,00, regardless if it actually receives €325.000,00 financial contribution of the European Commission, as the consortium can agree to spend the financial contribution of the European Commission differently.

The cost for each party's own Certificate of the Financial Statement shall be covered by the overall consortium budget; to this end, the Coordination shall reserve an amount of about 5.000 € per CFS, to be distributed after the end of the project.

7.2 Payments

7.2.1 Payments to Parties 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; and,
- undertake to keep the European Commission'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 21.2 and 21.3 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the European Commission for the Guarantee Fund and for the final payment have been deducted.

7.3 Withholding of payments

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

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

7.4 Budgeting

The Parties shall use part of the financial contribution of the European Commission to fund the Transnational Projects selected through the Co-funded Call and another part to feed the Network Fund.

The Network Fund is the global budget for implementation and execution of the project. It will be formed by a share of the EU Top-Up and the financial support for additional activities (unit costs and the related indirect costs).

The initial global budget for implementation and execution of the Action per tasks and per Parties can be found in Attachment 1 (Indicative financial implementation plan).

All Parties agree to cover the implementation costs with the EC-contribution funding and to allocate their national/regional budget of the Co-funded Call as indicated in Section 7.4.5 ((a) Initial national/regional call contribution [€]).

The Network Fund shall cover the implementation costs of the Consortium Plan including:

- Coordination and management activities;
- Joint calls preparation and management activities;
- Monitoring of funded projects and consortium activities;
- Communication and dissemination activities;
- Subcontracting;
- All costs related to travels of consortium members, Scientific Advisory Board members, Scientific Evaluation Committee members and other invitees;
- Organisation of the project meetings, workshops and symposia; and
- Reimbursement of travel expenses of Associated Parties related to their participation to project meetings (one representative per organisation per year).

The Network Fund will be distributed among Parties according to the indicative financial implementation plan agreed by the Consortium (Attachment 1 Indicative financial implementation plan).

The indicative financial implementation plan is estimated to be about 3.1 M€ and it will be sustained with the EC contribution for the Unit Costs (1.7 M€) and a share of the EU Top-Up (1.4 M€).

Once the final Ranking List of the Co-funded Call is agreed by the CSC, the financial implementation budget will be revised.

In case the financial contribution from the European Commission will deviate considerably from the expected maximum EU contribution of €10,949,935.59, the indicative financial implementation plan will be adjusted by decisions taken by the CSC to compensate for the variations.

7.4.1 Share of the Parties implementation costs (for the Co-funded Call and for additional activities)

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

The Parties agree on the allocation of budget for implementation costs as described in the indicative financial implementation plan agreed by the Consortium (Attachment 1).

All Parties to this Consortium Agreement may claim implementation costs. A Party that spends more than its allocated share will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.4.2 Justifying implementation costs for the Action

Implementation costs shall be reported to the Network Coordinating Unit on an annual basis using the following cost categories:

- Personnel costs
- Direct costs of subcontracting
- Other direct cost

7.4.3 Unit Costs Reporting

Each Party shall report the number of actual units used according to the provisions of Articles 18 and 20 of the Grant Agreement to the Coordinator.

7.4.4 Funding of Support to Transnational Projects

Support to Transnational Projects shall be paid to Parties funding the respective Transnational projects. The amount to be transferred to Parties shall be determined after deducting the implementation costs specified in Section 7.4.1. and according to the rules in Section 8.2.

The financial support shall be paid in separate instalments as agreed below:

- 80 % on receipt of the second pre-financing payment by the Commission,
- 15 % on receipt of the payment of the balance
- 5 % on receipt of the payment of the Guarantee Fund

The financial support to the Transnational projects shall be paid by the respective Party. The Coordinator shall not transfer any funds directly to the Transnational Projects.

7.4.5 National/regional budget of the Co-funded Call

The initial earmarked national/regional budgets of the Co-funded Call shall be at least €18.710.000, as specified in Annex to 2 to the Grant Agreement (Estimated budget for the action). The total budget of the Co-funded Call including the budgets of CIHR and MOST (Parties not eligible for EU contribution) is €19.610.000.

Table 2 below indicates the initial funding commitments of each Funding Organisation (column a) and the estimated EU Top-Up (column b), according to the submitted proposal to the EC on 29/05/2020.

Table 2: Summary of initial national/regional Co-funded Call contributions

Participant number	Country – short name	(a) Initial national/regional call contribution [€]	(b) Requested EU Contribution [€]	Minimum total call budget [€] (a + b)
1	IT-IT-MOH	3.500.000,00	1.723.880,60	5.223.880,60
3	AT-FWF	800.000,00	394.029,85	1.194.029,85
4	BE-F.R.S.-FNRS	200.000,00	98.507,46	298.507,46
5	BE-FWO	700.000,00	344.776,12	1.044.776,12
6	EE-ETAg	100.000,00	49.253,73	149.253,73
7	FR-ARC	700.000,00	344.776,12	1.044.776,12
8	FR-INCa	1.500.000,00	738.805,97	2.238.805,97
9	DE-BMBF	3.000.000,00 ¹	1.477.611,94	4.477.611,94
12	HU-NKFIH	300.000,00	147.761,19	447.761,19
13	IR-HRB	370.000,00	182.238,81	552.238,81
14	IL-CSO-MOH	300.000,00	147.761,19	447.761,19
15	IT-ACC	300.000,00	147.761,19	447.761,19
16	IT-FRBB	1.000.000,00	492.537,31	1.492.537,31
17	IT-MUR	600.000,00	295.522,39	895.522,39
18	IT-TuscReg	300.000,00	147.761,19	447.761,19
19	LV-VIAA	400.000,00 ²	197.014,93	597.014,93
20	NO-NCS	500.000,00	246.268,66	746.268,66
21	NO-RCN	500.000,00	246.268,66	746.268,66
22	PL-NCBR	1.200.000,00	591.044,78	1.791.044,78
23	PT-FCT	100.000,00	49.253,73	149.253,73
24	RO-UEFISCDI	500.000,00	246.268,66	746.268,66
25	SK-SAS	240.000,00	118.208,96	358.208,96
26	ES-FCAECC	400.000,00	197.014,93	597.014,93
27	ES-FICYT	200.000,00	98.507,46	298.507,46
28	ES-ISCIH	500.000,00 ³	246.268,66	746.268,66
29	TR-TUBITAK	500.000,00	246.268,66	746.268,66
SUBTOTAL		18.710.000⁴	9.215.373,13	27.925.373,13
30	CIHR	400.000,00 ⁵	-	400.000,00
31	MOST	500.000,00	-	500.000,00
TOTAL		19.610.000	9.215.373,13	28.825.373,13

¹ On 23 October 2020, BMBF increased its committed budget for the co-funded call from €3M to €5M.

² On 15 October 2020, VIAA increased its committed budget for the co-funded call from €0.4M to €0.42M.

³ On 16 November 2020, ISCIH increased its committed budget for the co-funded call from €0.5M to €0.75M.

⁴ Eligible for Top-Up financial contribution from the EC.

⁵ On 28 February 2021, CIHR increased its committed budget for the co-funded call from CAD \$0.45M to \$0.9M.

7.4.6 Schedule of payments of EC contribution

The Coordinator shall distribute the interim and final payments from the European Commission (EC) as follows:

- *First pre-financing payment shall be distributed among the Parties pro-rata their total allocated budget for implementation costs. The first pre-financing budget will be paid in two tranches:*
 - Upon receipt from the EC - Each Party, with exception of Associated Parties, will receive at least 35% of its total assigned budget, according to the indicative financial implementation plan (Attachment 1 of this Consortium Agreement).
 - After the approval of the first internal financial report - The remaining part of the first pre-financing will be distributed among the Parties dependent on the actual costs declared in the first internal financial report submitted by the Parties to the Coordinator.
- *Second pre-financing payment will be distributed as follows:*
 - The amount corresponding to an agreed share of the EU Top-Up will be distributed among eligible Parties in line with the results of Transnational Projects funding list.
 - The amount corresponding to the agreed share of implementation costs may be distributed in two allotments and they will be dependent on the actual costs declared in the annual financial reports submitted by the Parties to the Coordinator.

Cumulative pre-financing payments to Parties will not exceed 80% of their shares of the EU Top-Up and budget for implementation costs.

- *Final payment*
 - The final payment shall be distributed after the approval of the EC of the final report and consistent with Article 21.4 of the Grant Agreement.

Associated Parties are not eligible to receive EC contribution.

7.4.7 Financial Reporting

In addition to the financial rules set out in the Grant Agreement, the Parties agree to comply with the following internal financial rules.

In order to administer the implementation budget, the financial reports will be submitted to the Coordinator by all Parties except Associated Parties as follows:

- a) At each contractual interim reporting period (18 month and final), the Parties undertake to provide the Coordinator with all relevant, accurate financial data and documents that could be requested to oversee the budget of the Action and to respect the financial obligations of the Grant Agreement, within the deadlines established by the Coordinator.
- b) To monitor carefully the financial accounting of the Action, the Coordinator will be responsible for organising internal financial reporting processes, based on Excel spreadsheet templates or similar, where Parties should clearly specify the costs reported as eligible and correlated to the activities performed during the corresponding period. The Parties commit to provide financial data to the Coordinator at the requested deadline.
- c) The Action will be divided into the following financial internal reports and contractual periodic reports:
 - 1st Internal Report in January 2022 (period 01/03/2021 - 31/12/2021)
 - EC 1st Periodic Report in Sept-Oct 2022 (period 01/03/2021 – 31/08/2022)
 - 2nd Internal Report in January 2023 (period 01/01/2022 - 31/12/2022)
 - 3rd Internal Report in January 2024 (period 01/01/2023 - 31/12/2023)
 - 4th Internal Report in January 2025 (period 01/01/2024 - 31/12/2024)
 - 5th Internal Report in January 2026 (period 01/01/2025 - 31/12/2025)
 - EC Final Periodic Report in Mar-Apr 2027 (period 01/09/2022 – 28/02/2026)

In case of an extension of the Action, the reporting periods shall be adapted to the above described scheme.

- d) The Coordinator has the right to retain any payment if a Party is late in submitting or refuses to provide deliverables and reports that must be provided in the frame of the Action, until the forthcoming meeting of the NSC during which the particular case of this Party shall be discussed. In case of Force Majeure causing delay or impossibility to fulfil the aforementioned obligations the Coordinator does not have an immediate right to refuse disbursement but an equitable solution shall be found.
- e) Each Party is responsible for its own accounts and the content of its financial reports.
- f) No other Party, including the Coordinator or their representatives acting within the scope of this Consortium Agreement may change these data without express written permission of the Party concerned.
- g) The budget indicated in the Attachment 1 to this Consortium Agreement is indicative and could be adjusted with the sequence of the activities regarding the Action and the costs actually spent by the Parties, following the end of the procedure of the co-funded call Ranking List and after the total budget to be spent by Consortium to support the projects in the Co-funded Call is fixed.
- h) A Party that spends less than its allocated budget share will be funded in accordance with its actual duly justified eligible costs only.
- i) A Party that spends more than its allocated budget share will be funded only in respect of duly justified eligible costs and up to an amount not exceeding the contribution related to that share as defined in Attachment 1 to this Consortium Agreement.
- j) All claims and payments shall be made in Euros in accordance with the relevant conversion principles set out in the Grant Agreement.

Section 8: Call Implementation

8.1. Selection Process

The JTC 2021 will adhere to the EC evaluation procedures and rules for the co-funded call. The Co-funded Call will follow a two-step evaluation process. An independent observer, as requested by the EC, will be present at step 2 –full proposal step-, to certify that the evaluation process of the Co-funded Call is implemented according to the EC Horizon 2020 Programme's evaluation criteria.

Additional Joint Calls will seek to follow the same procedures of the Co-funded Call. However, the procedures may be modified if agreed by the involved Funding Organisations. Additional Joint Calls may consider a one-step evaluation process for full proposals.

8.1.1 Pre-Proposal Stage

Central Scientific Evaluation of Pre-Proposals

A single international peer review shall be accomplished after the national and transnational eligibility checks to evaluate the submitted pre-proposals.

The respective national/regional Funding Organisation will inform on the eligibility of the pre-proposal(s) according to their national/regional regulations within 14 calendar days after the pre-proposal deadline. The final list of eligible pre-proposals will be discussed and agreed by the Call Steering Committee. Although all funders will make every reasonable effort to detect ineligibility cases as early as possible in the process and within the agreed deadlines, it should be noted that some funders can declare applications ineligible after the initial round of eligibility checks and throughout the whole course of the selection process. If a partner in any proposed transnational proposal is not eligible for funding by a Funding Organisation, the participation of that respective non-eligible partner in the trans-national pre- proposal will be rejected, whereas the pre-proposal evaluation for the remaining partners may be considered.

Pre-proposal evaluation will be executed by the independent international peer review panel (Scientific Evaluation Committee-SEC), established by the Call Steering Committee and managed by Joint Call Secretariat (JCS).

The SEC should include representatives from inside and outside the Consortium countries, and be balanced in terms of country of origin, gender and expertise, while avoiding conflict of interest with applicants or proposals.

The JCS will be responsible for ensuring a well-informed SEC on the objectives of the call, the evaluation criteria, and guidelines.

The SEC will agree upon a final consensus report and score for each pre-proposal. Written statements from the reviewers will be collected by JCS who will prepare the necessary documents for decision making. The SEC's scores, ranking and classification will be provided to the CSC, who will determine the list of pre-proposals selected, for step 2 of the evaluation.

Decisions on selection of pre-proposals to step 2 will be taken by the CSC and will follow the ranking list of the SEC as closely as possible but must also take into consideration available national/regional budgets committed by each Funding Organisation. If there are a number of proposals with equal ranking, of which not all can be funded due to the remaining available funding, the consortium may apply additional criteria for the selection of the remaining projects (e.g. panel recommendation, matching available national/regional funds, complementarity of projects).

In order to avoid risk of uneven funding requests after the evaluation of proposals (step 2), the CSC may use the first step of evaluation to balance out the ratio between requested funding and available funding.

The coordinators of the research consortia will be simultaneously informed about the outcome of the pre-proposal evaluation by the JCS, and whether or not they are invited for full proposal submission. Furthermore, coordinators who are invited for full proposal submission will receive written feedback of the pre-proposal evaluation and the consensus report in an anonymous way. The coordinators of the research consortia are responsible for forwarding all information to their research consortium partners. Applicants who are rejected may ask the JCS for feedback.

8.1.2 Limited oversubscription

The Parties shall make their best efforts to match their national/regional funding budget with the expected success of their respective research communities.

Funding Organisations with a greater demand of funding than their maximum national/regional call contribution following the pre-proposal phase (oversubscription ratio > 3.5), shall strive to bring additional national/regional funding to allow for an adequate funding of their potentially successful projects.

Parties who are not eligible to receive EU Top-Up must not exceed their maximum national/regional call contribution following the pre-proposal phase.

In order to avoid risk of uneven funding requests after the evaluation of proposals (step 2), the CSC may use the first step of evaluation to balance out the ratio between requested funding and available funding.

The exact cut-off line shall be agreed upon by the CSC. The maximum national/regional requested budgets will be quantified and well-defined after the pre-proposals selection.

8.1.3 Full-Proposal Stage

The Full-Proposal selection shall be accomplished following the rules indicated in Article 15 of the Grant Agreement.

An eligibility check will be performed according to the process described at the pre-proposal step.

A single international peer review shall be accomplished. Only those full proposals which are eligible shall be evaluated.

The expert panel will rank proposals according to the evaluation results. The selection must be made on the basis of this ranking.

At least three independent experts shall evaluate each full proposal. The result of the evaluation review process shall be a list of full proposals recommended for funding by the SEC. The Parties agree to accept the outcomes of the evaluation review.

Projects with scores below the thresholds given in the call announcement should not be recommended for funding.

8.2 Use of EC contribution for Transnational Projects

As a result of the second step of the evaluation, the Scientific Evaluation Committee will propose the final ranking list of Transnational Projects recommended for funding. This list will be approved by the representatives of funding Parties (CSC members), in view of their available funding budget.

The Parties agree to fund as many high-quality Transnational Projects as possible following the Ranking List.

The total call budget will consider the Maximum Financial Commitment of Funding Organisations – Virtual Common Pot (as stated in Annex II to the GA) and the available EC contribution (EU Top-Up).

If the Consortium succeeds to obtain the maximum EC contribution, the Parties agree to make all efforts to ensure that the budget for management costs is fixed up to 3.1M €. The final amount of the available EU Top-Up will be established only once the sum necessary to cover the implementation costs is deducted from the total EC contribution.

In case the Consortium does not obtain the expected maximum EU Top-Up, the final amount of the EC contribution necessary to support the management costs will be established only after the portion of the EU Top-Up -to be used as RCP (Real Common Pot) for financing the maximum possible number of research projects selected under the Co-funded Call- will be determined.

The EC contribution funding for Transnational Projects shall be used in the most efficient way possible. The Parties thus agree that they will not insist on an equal share of the EC contribution funding.

In addition, the Parties agree on the following specific rules of procedures:

- a. Once the ranking list of projects recommended for funding is set up, the main goal should be first to explore all funding solutions to unblock situations at national/regional level (i.e. national/regional Funding Organisations shall make all reasonable efforts to match national/regional funding with the success of their respective research communities).
- b. After this step, the final distribution of the EC contribution will be discussed and agreed by the CSC, taking into consideration the principle of fair return, in order to maximise the number of high-quality proposals to be funded.
- c. The available EU Top-Up will be distributed applying a mixed mode, that is, granting a fixed percentage as reimbursement (“just-retour”) and the remaining amount to compensate cases where participating Funding Organizations have exhausted their national/regional budget at different points in the ranking list (Gap Filling).

Distribution of EC contribution for the Co-funded Call should take into consideration the following principles:

- a. **Reimbursement:** A minimum of 50% of the available EU Top-Up will be distributed among eligible Funding Organisations, on a fixed reimbursement rate, proportionally to each national/regional granted budget (“just-retour” reimbursement).
- b. **Gap Filling:** A maximum of 35% of the available EU Top-Up may be used for Gap Filling.
- c. A Funding Organisation cannot receive more than 15% of the EU Top-Up total budget.
- d. The total EU Top-Up received by a single Funding Organisation shall not exceed 33% of its respective national/regional funding commitment to research projects.
- e. In no case shall a Funding Organisation be requested to put its national/regional funding into the EU contribution.

- f. Any residual part of EU top-up not spent for the implementation costs will be distributed pro-rata as reimbursement to the eligible Funding Organisations.

The CSC may re-evaluate, upon unanimous decision, the rules for using the EC contribution funding for Transnational Projects if a Highly Detrimental Situation occurs. However, the possibility of re-evaluating the above-mentioned principles is given as last resort.

8.3 Ranking List

As a result of the second step of the evaluation, the SEC will propose the Ranking List of Transnational Projects recommended for funding.

Based on the ranking by the SEC and taking into consideration the available budgets of the Funding Organisations and the available EU-Top-Up funding, the Call Secretariat, will propose a funding recommendation to the CSC.

A final list will be deliberated and approved by the representatives of funding Parties (CSC members), in view of their available funding budget and taking into consideration the rules set out in Section 8.2.

If necessary, the CSC will determine a priority order of proposals, which have been awarded the same score within a ranked list.

The Ranking List must be kept confidential by all persons involved throughout the evaluation and selection process.

8.4 National/regional funding decisions

The Parties granting national/regional funding will make their best efforts to achieve timely national/regional decisions.

All national/regional grant letters/letters of approval must include a formal statement that the decision is conditional on approval by the other concerned Parties granting national/regional funding. All national/regional funding decisions must be signed to enable the Transnational Projects to finish on **31/12/2025**, at the latest.

Parties granting national/regional funding shall comply with the provisions of the Grant Agreement.

Parties will ensure that Partners of a transnational project conclude a Consortium Agreement amongst themselves which will notably define the rules of governance of such transnational project, the principles regarding intellectual property issues, confidentiality, dissemination and settlement of disputes.

8.5 Conflicts of interests

Each Party agrees that, in order to avoid any conflict of interest within the calls for proposals developed in the TRANSCAN-3 Cofund Action, it will not be involved in the evaluation process (including the appointment of the international panel of independent experts), if the Party or its Affiliated Entities (as defined in Article 2 of the Horizon 2020 Rules for Participation) plan to respond themselves to this call.

In selecting the international independent experts for the Expert Panel, the Call Steering Committee shall also endeavour to avoid any possible conflicts of interest.

The Call Secretariat shall prepare a template concerning potential conflicts of interests and a declaration, which has to be signed by each member of the SEC.

8.6 Contractual obligations towards the EC on Selection

The Funding Organisations concerned will provide the Coordinator -within 15 days after the end of the selection process- with a formal and duly signed commitment on availability of funds for their selected projects under the Co-funded Call. After the end of the selection process, the Coordinator shall submit to the EC the following:

- the Ranking List(s) of the projects;
- the Evaluation Observers' report on the evaluation;

- the joint selection list of the projects to be funded, and
- from each Funding Organisation participating in the Co-funded Call, a formal and duly signed commitment on availability of funds for the selected projects.

The Coordinator will furthermore submit to the EC after the end of the selection process information on each project selected for funding, including data on each participant and abstracts of the project proposal, in a format specified by the EC, for publication and evaluation purposes. This information will be updated at the end of the TRANSCAN-3 Action (information on each funded project, including data on each participant and overview on the results).

The Funding Organisations concerned shall inform their national/regional beneficiaries that the above-mentioned data will be submitted to the EC.

8.7 Contractual obligations for transnational projects funded in the Co-funded Call and other voluntary JTCs

The Parties acting as Funding Organisations for projects selected for funding in the Co-funded Call agree to require project participants in funding contracts the following:

- to have a signed Consortium Agreement six months after the start of the project at least addressing the following topics:
 - Internal organisation and management of the consortium
 - Intellectual Property arrangements
 - Settlement of internal disputes

However, this aspect is subject to national/regional regulations of Funding Organisations.

- to prepare popular science summaries of the project contents for programme activities and publications (e.g. for brochures, [digital] newsletters, the website, etc.);
- to take part in, and contribute with project presentations and/or posters to the foreseen events of the TRANSCAN-3 Action;
- to prepare annual reports according to a standardised monitoring template and to respond to monitoring surveys to measure project progress and contribution to overall TRANSCAN-3 aims;
- to provide the information on their projects, including data on each participant and abstracts of the project proposal, in a format specified by the EC, for publication and evaluation purposes; and,
- To provide six months after the start of the project a Data management plan (DMP). This is a living document that can be updated with each annual report and should be finalised for publication with the final project report.

The same contractual requirements might apply for all other voluntary JTCs.

Section 9: Results

9.1 Ownership of Results

For the avoidance of doubt, the term “Results” in this Section refers to Results generated by the Consortium of the TRANSCAN-3 Action and does not include the results generated by the Transnational Projects.

Results are owned by the Party that generates them. Results where Parties contributed financially or directly shall be jointly owned.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial 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.

9.2 Dissemination of own Results

For the avoidance of doubt, nothing in this Section 9.2 has impact on the confidentiality obligations set out in Section 11.

During the TRANSCAN-3 Action and for a period of one (1) year after the end of the TRANSCAN-3 Action, the dissemination of own Results by one or several Parties, including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions. 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 21 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if:

- the protection of the objecting Party's Results or Background would be adversely affected; and,
- the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

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

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the publication as indicated by the objecting Party.

9.3 Dissemination of another Party's unpublished Results or Background

For the avoidance of doubt, nothing in this Section 9.3 has impact on the confidentiality obligations set out in Section 11.

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.

9.4 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.

Section 10: Access Rights

For the avoidance of doubt, this Section refers to the Access Rights of the Consortium of the TRANSCAN-3 Action and does not include the background/ results of the funded projects.

10.1 Background included

In Attachment 2, the Parties have identified and agreed on the Background for the TRANSCAN-3 Action 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 2 shall not be the object of Access Right obligations regarding Background.

Any Party may add further own Background to Attachment 2 during the Action by written notice to the other Parties. However, approval of the NSC is needed should a Party wish to modify or withdraw its Background in Attachment 2.

10.2 General Principles

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the TRANSCAN-3 Action do not knowingly infringe third party property rights.

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

All requests for Access Rights shall be made in writing.

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

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

10.3 Access Rights for implementation

Access Rights to Results and Background needed for the performance of the own work of a Party under the TRANSCAN-3 Action shall be granted on a royalty-free basis.

10.4 Access Rights for Exploitation

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on a royalty-free basis.

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

A request for Access Rights may be made up to one (1) year after the end of the TRANSCAN-3 Action or, in the case of a non-defaulting Party leaving voluntarily and with the other Parties' consent, up to one (1) year after the termination of the requesting Party's participation in the TRANSCAN-3 Action.

10.5 Access Rights for Parties entering or leaving the consortium

With 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.

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 Network Steering Committee to terminate its participation in the Consortium.

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 10.4.

Any Party leaving the TRANSCAN-3 Action 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 TRANSCAN-3 Action.

Section 11: Non-disclosure of information and confidentiality

11.1 Scope

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 TRANSCAN-3 Action during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or, in case it was 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”.

11.2. Approach

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of four (4) years after the end of the TRANSCAN-3 Action:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- Not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- To ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and,
- To return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

11.3 Range

The Recipients shall be responsible for the fulfilment of the above-mentioned obligations on the part of their employees or third parties involved in the TRANSCAN-3 Action and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the TRANSCAN-3 Action and/or after the termination of the contractual relationship with the employee or third party

11.4 Exception

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

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

11.5 Handling

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the TRANSCAN-3 Action as with its own confidential and/or proprietary information, but in no case less than reasonable care.

11.6 Unauthorised disclosure

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

11.7 Disclosing Confidential Information in order to comply with applicable laws or regulations

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.

The confidentiality obligations under this Consortium Agreement shall not prevent the obligations arising from the GA concerning the communication with the EC.

11.8 Confidentiality for Transnational Projects

The content of the proposals received under the Co-funded Call is deemed to be confidential, except for the lists of proposals and lists of Trans-national Projects selected for funding.

The results from the eligibility and evaluation are deemed to be confidential for the CSC until they are officially communicated for the CSC by the Call Secretariat and/or published except in exceptional cases approved by the CSC.

The information, which expert reviewed which proposal, as well as the individual evaluation results per expert are deemed to be confidential, except for the list of all international experts participating in the evaluation process.

Section 12: Data management

Appropriate and secure use of material and data of Transnational Projects will be enabled according to the application of common standards. The collected data will be protected and secured, in order to avoid a malevolent use of it.

Section 13: Miscellaneous

13.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Indicative Financial Implementation Plan)

Attachment 2 (Background included)

Attachment 3 (Accession document)

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

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

13.2 No representation, partnership or agency

Except if otherwise provided in Section 6.3.4, 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.

13.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (e.g. Section 4.2, 13.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

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

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

13.4 Assignment and amendments

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 require a separate written agreement to be signed between all Parties.

13.5 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.

13.6 Language

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

13.7 Applicable law

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

13.8 Settlement of disputes

Any disputes arising between the Parties arising out of or in any way connected with this Consortium Agreement or any term or condition hereof or the performance by either Party of its obligations hereunder, the Parties will first attempt to resolve their differences amicably.

Should the dispute not be settled amicably within sixty (60) days, the dispute will be dealt with the NSC in the first instance, in order to attempt to reach an amicable solution.

If the dispute is not settled following mediation by the NSC, any party to the dispute may initiate third party mediation. To initiate such third-party mediation, a Party must give notice, in writing to the other Party(ies), requesting mediation in accordance with this clause.

Within thirty (30) days after this notification, the Parties shall try to appoint a single mediator, but in the absence of agreement, each Party shall appoint one mediator. The mission assigned to the mediator(s) by the Parties is to suggest a solution in order to resolve amicably such dispute within sixty (60) days after the notification.

However, should any Party (e.g. a Public Body) show that certain provisions of its national law prevent it from submitting the relevant dispute to mediation, then the concerned Parties will submit the dispute to the Courts of Brussels.

In the event that the disagreement persists, the dispute shall finally be settled by the courts of Belgium.

The mediation process described above does not refer to disputes concerning IT-MOH. The Parties agree that disputes concerning IT-MOH that cannot be solved amicably will be subject to jurisdiction of the competent administrative court in Brussels.

Section 14: Signatures

Signature Party 1

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.

MINISTERO DELLA SALUTE (IT-MoH)

Signature(s)

Name(s) Dr. Gaetano Guglielmi
Title(s) Deputy General Director
Head Office 3 Health Research
EU-LEAR Research IT-MOH
DG for Research and Innovation in Healthcare

Date:

Stamp

Signature Party 2

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.

ISTITUTO SUPERIORE DI SANITA (ISS)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 3

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.

FONDS ZUR FÖRDERUNG DER WISSENSCHAFTLICHEN FORSCHUNG (FWF)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 4

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.

FONDS DE LA RECHERCHE SCIENTIFIQUE – FNRS (F.R.S.-FNRS)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 5

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.

FONDS VOOR WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN (FWO)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 6

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.

SIHTASUTUS EESTI TEADUSAGENTUUR (ETAg)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 7

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.

FONDATION ARC POUR LA RECHERCHE SUR LE CANCER (ARC)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 8

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.

INSTITUT NATIONAL DU CANCER (INCa)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 9

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.

BUNDESMINISTERIUM FUER BILDUNG UND FORSCHUNG (BMBF)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 10

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.

DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT EV (DLR)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 11

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.

GENIKI GRAMMATIA EREVNAS KAI KAINOTOMIAS (GSRI)

Signature(s)

Name(s) Prof. Athanasios Kyriazis

Title(s) Secretary General for Research and Innovation

Date:

Stamp

Signature Party 12

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.

NEMZETI KUTATASI FEJLESZTESI ES INNOVACIOS HIVATAL(NKFIH)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 13

AS WITNESS:

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

THE HEALTH RESEARCH BOARD (HRB)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 14

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.

CHIEF SCIENTIST OFFICE - MINISTRY OF HEALTH (CSO-MOH)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 15

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.

ALLEANZA CONTRO IL CANCRO (ACC)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 16

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.

FONDAZIONE REGIONALE PER LA RICERCA BIOMEDICA (FRRB)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 17

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.

MINISTERO DELL'UNIVERSITÀ E DELLA RICERCA (MUR)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 18

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.

REGIONE TOSCANA (TuscReg)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 19

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.

VALSTS IZGLITIBAS ATTISTIBAS AGENTURA (VIAA)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 20

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.

KREFTFORENINGEN (NCS)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 21

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.

NORGES FORSKNINGSRAD (RCN)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 22

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.

NARODOWE CENTRUM BADAN I ROZWOJU (NCBR)

Signature(s)

Name(s) Wojciech Kamieniecki

Title(s) Director of NCBR

Date:

Stamp

Signature Party 23

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.

FUNDAÇÃO PARA A CIÊNCIA E A TECNOLOGIA, I.P. (FCT)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 24

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.

UNITATEA EXECUTIVA PENTRU FINANTAREA INVATAMANTULUI SUPERIOR, A CERCETARII, DEZVOLTARII SI INOVARII (UEFISCDI)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 25

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.

SLOVENSKA AKADEMIA VIED (SAS)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 26

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.

FUNDACIÓN CIENTÍFICA DE LA ASOCIACIÓN ESPAÑOLA CONTRA EL CÁNCER (FCAECC)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 27

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.

**FUNDACIÓN PARA EL FOMENTO EN ASTURIAS DE LA INVESTIGACIÓN CIENTÍFICA
APLICADA Y TECNOLOGÍA FICYT(FICYT)**

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 28

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.

INSTITUTO DE SALUD CARLOS III (ISCIII)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 29

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.

TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU (TUBITAK)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 30

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.

CANADIAN INSTITUTES OF HEALTH RESEARCH (CIHR)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

Signature Party 31

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.

MINISTRY OF SCIENCE AND TECHNOLOGY (MOST)

Signature(s)

Name(s)

Title(s)

Date:

Stamp

TRANSCAN-3 - Indicative financial implementation plan																
Beneficiary no.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Beneficiary acronym	TOTAL	MoH (IT)	ISS (IT)	FWF (AT)	FNRS (BE - French)	FWO (BE - Flanders)	ETAg (EE)	ARC (FR)	INCa (FR)	BMBF (DE)	DLR (DE)	GSRT (GR)	NKFIH (HU)	HRB (IE)	CSO-MOH (IL)	ACC (IT)
Effort (PM)	350,00	66,25	40,00	6,00	3,50	3,50	7,50	3,75	19,75	0,00	21,00	3,00	3,50	4,75	12,50	18,25
Personnel Costs	2.267.514	513.438	320.000	54.000	21.581	26.250	26.250	26.250	158.000	-	174.858	12.000	14.000	35.625	62.500	127.750
Travel Allowance	257.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	0,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00
Other direct costs	510.000,00	510.000,00														
NSC meeting (15000*10)	150.000,00	150.000,00														
SAB Meeting (10000*5)	50.000,00	50.000,00														
SEC meeting (15000*4 plus 20000*4)	140.000,00	140.000,00														
Scientific Symposia (20000*4)	80.000,00	80.000,00														
Website & communication activities, monitoring platform & other WPs activities	90.000,00	90.000,00														
Reserve	82.354,00	82.354,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
TOTAL COSTS	3.116.868	1.114.792	329.000	63.000	30.581	35.250	35.250	35.250	167.000	0,00	183.858	21.000	23.000	44.625	71.500	136.750
Requested unit costs	145,00	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0

TRANSCAN-3 - Indicative financial implementation plan																
Beneficiary no.	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Beneficiary acronym	FRRB (IT)	MUR (IT)	TUSREG (IT)	VIAA (LV)	NCS (NO)	RCN(NO)	NCBR (PL)	FCT (PT)	UEFISCDI (RO)	SAS (SK)	FCAEEC (ES)	FICYT (ES - Asturias)	ISCIH (ES)	TUBITAK (TR)	CIHR-IRSC (CA)	MoST (TW)
Effort (PM)	9,50	3,50	27,75	3,75	3,50	3,50	3,75	8,25	3,50	12,25	20,00	11,00	13,00	3,50	6,25	3,75
Personnel Costs	57.000,00	17.500,00	166.500,00	18.750,00	26.897,50	31.500,00	15.000,00	39.187,50	21.927,50	61.250,00	100.000,00	60.500,00	65.000,00	14.000,00	0,00	0,00
Travel Allowance	9.000,00	9.000,00	14.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	9.000,00	0,00	0,00
Other direct costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NSC meeting (15000*10)																
SAB Meeting (10000*5)																
SEC meeting (15000*4 plus 20000*4)																
Scientific Symposia (20000*4)																
Website & communication activities, monitoring platform & other WPs activities																
Reserve	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
TOTAL COSTS	66.000	26.500	180.500	27.750	35.898	40.500	24.000	48.188	30.928	70.250	109.000	69.500	74.000	23.000	0,00	0,00
Requested unit costs	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	5,0	-	-

Estimated Effort in PMs (per Partner & per Workpackage)																
Beneficiary no.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Beneficiary acronym	TOTAL	MoH (IT)	ISS (IT)	FWF (AT)	FNRS (BE - French)	FWO (BE - Flanders)	ETAg (EE)	ARC (FR)	INCa (FR)	BMBF (DE)	DLR (DE)	GSRT (GR)	NKFIH (HU)	HRB (IE)	CSO-MOH (IL)	ACC (IT)
WP1 - Management	85,00	53,80	26,25	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,25	0,00	0,00	0,00	0,50
WP2 - Preparation and launch of the co-funded call (JTC 2021)	19,00	2,95	3,10	0,40	0,35	0,30	0,30	0,40	0,30	0,00	2,40	0,00	0,40	0,30	0,30	1,85
WP3 - Evaluation and proposal selection for the co-funded call	12,00	0,60	1,75	0,75	0,30	0,30	0,30	0,30	0,75	0,00	0,75	0,00	0,30	0,30	0,30	0,50
WP4 - Follow-up and monitoring of projects resulting from the co-funded call	65,00	3,25	1,45	1,40	0,90	1,00	3,75	1,10	2,50	0,00	1,00	0,80	0,80	0,80	1,75	2,05
WP5 - Communication, exploitation and dissemination of the results	55,00	3,85	4,00	0,30	0,30	0,30	0,30	0,30	0,30	0,00	0,30	0,30	0,30	0,30	7,50	1,05
WP6 - Preparation and implementation of additional joint calls without co-funding	74,00	0,75	2,25	3,00	1,50	1,50	1,50	1,50	10,20	0,00	6,00	1,50	1,50	1,50	1,50	8,65
WP7 - Network strategy	40,00	1,05	1,20	0,15	0,15	0,10	1,35	0,15	5,70	0,00	10,55	0,15	0,20	1,55	1,15	3,65
TOTAL	350,00	66,25	40,00	6,00	3,50	3,50	7,50	3,75	19,75	0,00	21,00	3,00	3,50	4,75	12,50	18,25

Estimated Effort in PMs (per Partner & per Workpackage)																
Beneficiary no.	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Beneficiary acronym	FRRB (IT)	MUR (IT)	TUSREG (IT)	VIAA (LV)	NCS (NO)	RCN(NO)	NCBR (PL)	FCT (PT)	UEFISCDI (RO)	SAS (SK)	FCAEEC (ES)	FICYT (ES - Asturias)	ISCHH (ES)	TUBITAK (TR)	CIHR-IRSC (CA)	MoST (TW)
WP1 - Management	0,00	0,00	0,00	0,00	0,00	0,00	0,00	4,10	0,00	0,10	0,00	0,00	0,00	0,00	0,00	0,00
WP2 - Preparation and launch of the co-funded call (JTC 2021)	0,30	0,40	0,30	0,40	0,35	0,35	0,45	0,30	0,40	0,30	0,30	0,30	0,35	0,40	0,30	0,45
WP3 - Evaluation and proposal selection for the co-funded call	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30	0,30
WP4 - Follow-up and monitoring of projects resulting from the co-funded call	1,00	0,80	5,30	1,10	0,90	0,90	1,00	1,55	0,80	9,60	8,65	5,75	2,50	0,80	0,80	1,00
WP5 - Communication, exploitation and dissemination of the results	2,80	0,30	20,15	0,30	0,30	0,30	0,30	0,30	0,30	0,30	7,30	1,75	0,30	0,30	0,30	0,30
WP6 - Preparation and implementation of additional joint calls without co-funding	1,50	1,50	1,50	1,50	1,50	1,50	1,50	1,50	1,50	1,50	1,50	1,50	8,65	1,50	1,50	1,50
WP7 - Network strategy	3,60	0,20	0,20	0,15	0,15	0,15	0,20	0,20	0,20	0,15	1,95	1,40	0,90	0,20	3,05	0,20
TOTAL	9,50	3,50	27,75	3,75	3,50	3,50	3,75	8,25	3,50	12,25	20,00	11,00	13,00	3,50	6,25	3,75

Legend	
Work Package Leader	
Work Package co-leader	

Personnel costs (per Partner & per Workpackage)																
Beneficiary no.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Beneficiary acronym (Country/Region)	TOTAL	MoH (IT)	ISS (IT)	FWF (AT)	FNRS (BE - French)	FWO (BE - Flanders)	ETAG (EE)	ARC (FR)	INCa (FR)	BMBF (DE)	DLR (DE)	GSRT (GR)	NKFIH (HU)	HRB (IE)	CSO-MOH (IL)	ACC (IT)
PM rate - direct costs		10.000/7.500	8.000	9.000	6.166	7.500	3.500	7.000	8.000	11.000	8.327	4.000	4.000	7.500	5.000	7.000
WP1 - Management	651.425	416.950	210.000	0	0	0	0	0	0	0	0	1.000	0	0	0	3.500
WP2 - Preparation and launch of the co-funded call (JTC 2021)	127.375	22.863	24.800	3.600	2.158	2.250	1.050	2.800	2.400	0	19.984	0	1.600	2.250	1.500	12.950
WP3 - Evaluation and proposal selection for the co-funded call	76.805	4.650	14.000	6.750	1.850	2.250	1.050	2.100	6.000	0	6.245	0	1.200	2.250	1.500	3.500
WP4 - Follow-up and monitoring of projects resulting from the co-funded call	364.354	25.188	11.600	12.600	5.549	7.500	13.125	7.700	20.000	0	8.327	3.200	3.200	6.000	8.750	14.350
WP5 - Communication, exploitation and dissemination of the results	326.720	29.838	32.000	2.700	1.850	2.250	1.050	2.100	2.400	0	2.498	1.200	1.200	2.250	37.500	7.350
WP6 - Preparation and implementation of additional joint calls without co-funding	462.971	5.813	18.000	27.000	9.249	11.250	5.250	10.500	81.600	0	49.960	6.000	6.000	11.250	7.500	60.550
WP7 - Network strategy	257.864	8.138	9.600	1.350	925	750	4.725	1.050	45.600	0	87.846	600	800	11.625	5.750	25.550
TOTAL	2.267.514	513.438	320.000	54.000	21.581	26.250	26.250	26.250	158.000	0	174.858	12.000	14.000	35.625	62.500	127.750
Personnel costs (per Partner & per Workpackage)																
Beneficiary no.	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Beneficiary acronym (Country/Region)	FRRB (IT)	MUR (IT)	TUSREG	VIAA (LV)	NCS (NO)	RCN(NO)	NCBR (PL)	FCT (PT)	UEFISCDI (RO)	SAS (SK)	FCAEEC (ES)	FICYT (ES - Asturias)	ISCHH (ES)	TUBITAK (TR)	CIHR-IRSC (CA)	MoST (TW)
PM rate - direct costs	6.000	5.000	6.000	5.000	7.685	9.000	4.000	4.750	6.265	5.000	5.000	5.500	5.000	4.000	0	0
WP1 - Management	0	0	0	0	0	0	0	19.475	0	500	0	0	0	0	0	0
WP2 - Preparation and launch of the co-funded call (JTC 2021)	1.800	2.000	1.800	2.000	2.690	3.150	1.800	1.425	2.506	1.500	1.500	1.650	1.750	1.600	0	0
WP3 - Evaluation and proposal selection for the co-funded call	1.800	1.500	1.800	1.500	2.306	2.700	1.200	1.425	1.880	1.500	1.500	1.650	1.500	1.200	0	0
WP4 - Follow-up and monitoring of projects resulting from the co-funded call	6.000	4.000	31.800	5.500	6.917	8.100	4.000	7.363	5.012	48.000	43.250	31.625	12.500	3.200	0	0
WP5 - Communication, exploitation and dissemination of the results	16.800	1.500	120.900	1.500	2.306	2.700	1.200	1.425	1.880	1.500	36.500	9.625	1.500	1.200	0	0
WP6 - Preparation and implementation of additional joint calls without co-funding	9.000	7.500	9.000	7.500	11.528	13.500	6.000	7.125	9.398	7.500	7.500	8.250	43.250	6.000	0	0
WP7 - Network strategy	21.600	1.000	1.200	750	1.153	1.350	800	950	1.253	750	9.750	7.700	4.500	800	0	0
TOTAL	57.000	17.500	166.500	18.750	26.898	31.500	15.000	39.188	21.928	61.250	100.000	60.500	65.000	14.000	0	0

Summary - Indicative Financial Implementation Plan - 5-Year Period

Implementation costs	3.116.868
Personnel Costs	2.267.514
Travel Allowance	257.000
Other Direct Costs (Project Meetings, Symposia, Disseminations & Communication activities, etc.)	510.000
Reserve	82.354

Network fund to cover implementation costs	3.116.868
Expected EU contribution for Unit Costs (UC)	1.734.563
Share of the EU Top-up to supplement the network fund	1.382.306

EU Top-up after deduction of share to supplement the Network Fund	7.833.068
Share of EU Top-up for Gap filling	3.225.381
Share of EU Top-up for Reimbursement ("just-retour" reimbursement)	4.607.687

Estimated EU Contribution	
EU Top-up	9.215.374
Share of EU Top-up for Reimbursement ("just-retour" reimbursement)	4.607.687
Share of EU Top-up for Gap filling	3.225.381
Share of the EU Top-up to supplement the network fund	1.382.306
Contribution for Unit Costs (UC)	1.734.563
Total maximum EU contribution	10.949.936

Estimated Payments from the EC	
1st Pre-financing payment (minus 5% Guarantee Fund)	1.642.490
2nd Pre-financing payment	7.664.955
Final payment	1.094.994
Payment of Guarantee Fund	547.497
Total maximum EU contribution	10.949.936

[Attachment 2: Background included]

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the Cofund-Action. This is the purpose of this attachment.

PARTY 1

As to [NAME OF THE PARTY], 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 Cofund-Action. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
...
..

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Cofund-Action (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 2.

As to [NAME OF THE PARTY], 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 Cofund-Action. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
...
..

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Cofund-Action (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

Etc.

<p>[Attachment 3 - Accession document]</p>	
<p>ACCESSION</p> <p>of a new Party to</p> <p>[Acronym of the Cofund-Action] Consortium Agreement, version [..., YYYY-MM-DD]</p> <p>[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]</p> <p>hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].</p> <p>[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]</p> <p>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].</p> <p>This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.</p> <p>[Date and Place]</p> <p>[INSERT NAME OF THE NEW PARTY] Signature(s) Name(s) Title(s)</p> <p>[Date and Place]</p> <p>[INSERT NAME OF THE COORDINATOR] Signature(s) Name(s) Title(s)</p>	