

# HEARTS Advisory Panel: composition and mandate

Mandy Stewart and Julia Heilemann



# Reference documents



## Consortium Agreement

HEARTS Consortium Agreement, version 3, 1<sup>st</sup> December 2022


Consortium Agreement



HEARTS

Version 3 – 1<sup>st</sup> December 2022  
(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

## Mandate



EDMS NO. <b>2900310</b>	REV. <b>1.0</b>	VALIDITY <b>RELEASED</b>
REFERENCE <b>HEARTS</b>		

Date: 22 March 2023

MANDATE

**Mandate and appointment terms of the HEARTS Advisory Panel (AP)**

ABSTRACT:

This document describes the mandate and appointment terms of the HEARTS Advisory Panel

DOCUMENT PREPARED BY: Mandy Stewart	DOCUMENT CHECKED BY: HEARTS Project Office	DOCUMENT APPROVED BY: HEARTS Governing Board
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Sent for information to:

## Non-disclosure Agreement

HEARTS Consortium Agreement, version 3, 1<sup>st</sup> December 2022

**Attachment 5: NDA for Advisory Panel agreed under Section 6**

**BETWEEN:** THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (THE "COORDINATOR"), an Intergovernmental Organization having its seat at Geneva, Switzerland, acting as Coordinator in the names and on behalf of the parties of the HEARTS Consortium (hereinafter collectively referred to as the "Consortium" and individually as "Consortium Member(s)"),

**AND:** XXX, RESIDING AT XXX, XXX (JOB TITLE), (THE "EXPERT").

Hereinafter individually referred to as a "Party" and collectively as the "Parties".

**WHEREAS:**

The Consortium is undertaking a project entitled "High-Energy Accelerators for Radiation Testing and Shielding", in short HEARTS (the "Project"), funded by the European Health and Digital Executive Agency (HADEA) (EU executive agency) or "granting authority" under the powers delegated by the European Commission ("European Commission") under Grant Agreement n°xxx (the "Grant Agreement") as part of the European Union Horizon Europe Framework Programme for Research and Innovation;

The EXPERT is an international expert, with knowledge, experience and expertise in the activity areas of the Project and has accepted the appointment as a member of the Advisory Panel ("AP");

The role of the AP is to advise on the technical and scientific objectives of the Project and evaluate their implementation by offering recommendations to the Governing Board on technical and strategic matters (the "Purpose").

In accordance with Article 6.5.2 of the Consortium Agreement for the Project, the Coordinator has to ensure that a Non-Disclosure Agreement is executed between the EXPERT and the Coordinator acting in the name and on behalf of the Consortium;

In order to enable the EXPERT to act as an independent expert in the AP and to fulfill their role as described above, the Consortium Members will make available certain sensitive information to the EXPERT;

The Parties wish to set forth the terms and conditions, pursuant to which the EXPERT shall be entitled to receive, use and protect such information;

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

- The EXPERT shall treat as confidential any type of information, and/or data disclosed and/or made accessible by the Consortium to the EXPERT, as well as any information and/or data that the EXPERT has access to, notably during meetings, conferences and/or visits. This information and/or data shall be regarded as "Confidential Information", whether it is disclosed orally or in writing, regardless of the medium it takes and regardless of its nature, whether technical, financial, commercial, legal or of any other nature. Confidential Information includes, without limitation, any sample, prototype, product, chart, plan, data and/or process, whether protected by any intellectual property right or title, and/or patentable or not.
- The EXPERT shall use the Confidential Information solely for the Purpose. Any other use of the Confidential Information shall therefore be subject to a specific written agreement between the Parties.



# Consortium Agreement

## Section 6.5 – Advisory Panel (“AP”)

- Members of the Panel
  - Appointed by the GB
  - 2/3 external experts
- Tasks of the AP
- Signature of an NDA between the AP member and the Coordinator

HEARTS Consortium Agreement, version 3, 1<sup>st</sup> December 2022

Consortium Agreement



HEARTS

Version 3 – 1<sup>st</sup> December 2022

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

# Advisory Panel Mandate



## Composition

Agency representative  
Facility representative  
Scientific representatives  
Industry representatives



## Tasks

Attend Project meetings on invitation of the GB and Project Officer  
Advise GB on technical and strategic matters on request of the GB and Project Officer  
Independent assessment of the Project  
Identification of possible shortcomings



## Responsibilities

Impartial and independent  
Members in their personal capacity  
Signature of the NDA  
No remuneration but reimbursement



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DOCUMENT PREPARED BY: Handy Stewart	DOCUMENT CHECKED BY: HEARTS Project Office	DOCUMENT APPROVED BY: HEARTS Governing Board
Sent for information to:		

# Non-Disclosure Agreement



Mandated under  
Section 6.5 of the  
CA



Definition of  
Confidential  
Information



Purpose



Third party access



Duration



Return or  
destruction

HEARTS Consortium Agreement, version 3, 1<sup>st</sup> December 2022

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the European Union**

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**HEARTS**