

Memorandum of Understanding For the Astroparticle Physics European Consortium (APPEC)

By and Between

Deutsches Elektronen-Synchrotron (DESY), a German research centre of the Helmholtz Association, Notkestraße 85, D–22607 Hamburg, represented by its directorate, hereafter referred to as DESY

Centre National de la Recherche Scientifique (CNRS), a public scientific and technological establishment, headquartered at 3, rue Michel-Ange, 75716, Paris cedex 16, represented by Reynald PAIN, Director of its National Institute of Nuclear and Particle Physics (IN2P3), hereinafter referred to as CNRS/IN2P3.

Fonds Wetenschappelijk Onderzoek - Vlaanderen (FWO, Belgium), a non-profit research organization, headquartered at 38, Leuvenseweg, 1000, Brussels, represented by Hans Willems, Secretary General

The Stichting Nederlandse Wetenschappelijk Onderzoek Instituten (NWO-I, The Netherlands), an umbrella research organization for nine national research institutes including Nikhef, headquartered at Winthontlaan 2, 3526 KV Utrecht, represented by Prof.dr. Marcel M. Levi, Chair of the Foundation Board; hereinafter referred to as NWO-I

LABORATÓRIO DE INSTRUMENTAÇÃO E FÍSICA EXPERIMENTAL DE PARTÍCULAS (hereinafter referred to as LIP), is a non-profit research organization, which mission is to coordinate, under the guidance of the Foundation for Science and Technology, IP, the participation of Portugal in the area of experimental particle and astroparticle physics, headquartered at Rua Larga, Universidade de Coimbra, 3004-516 Coimbra, Portugal, represented by: Prof. Mário Pimenta, President of the Board and Prof. Patricia Gonçalves, LIP Director

Fonds de la Recherche Scientifique - FNRS (Belgium), a non-profit research organization, headquartered at 5, rue d'Egmont, 1000, Brussels, represented by Dr. Ir. Véronique Halloin, Secretary General.

Austrian Academy of Sciences (ÖAW), represented by the Director and Vice-Director of the Institute of High Energy Physics of the Austrian Academy of Sciences,

Commissariat à l'Énergie Atomique et aux Energies Alternatives (CEA), a French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office located Bâtiment Le Ponant D-25 rue Leblanc, Paris 15ème, France; represented by Elsa CORTIJO; hereinafter referred to as CEA

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HUN-REN Wigner Research Centre for Physics (HUN-REN Wigner RCP), 29-33 Konkoly-Thege Miklós Street, Budapest, 1121, Hungary represented by Dr. Péter József LÉVAI, Director General of Wigner RCP

Horia Hulubei National Institute of Research and Development for Physics and Nuclear Engineering (IFIN-HH, Romania), a public scientific research institution, headquartered at Magurele, 30 Reactorului Street 077125, Ilfov county, Romania, represented by the Director Nicolae Marius MĂRGINEAN

Karlsruher Institut für Technologie (KIT), Kaiserstraße 12, 76131 Karlsruhe, Deutschland represented by Prof. Dr. Oliver Kraft (on behalf of the President of KIT)

Czech Technical University in Prague, Institute of Experimental and Applied Physics, Czech Republic, represented by Dr. Ivan Stekl

Nicolaus Copernicus Astronomical Center (CAMK) of the Polish Academy of Sciences, ul. Bartycka 18, 00-716 Warszawa, Poland represented by the director, Prof. [Rafał Moderski](#)

Helsinki Institute of Physics (HIP), Gustaf Hällströmin katu 2, 00560 Helsinki, Finland, represented by the director, Prof. Katri Huitu

Hereinafter collectively referred to as “Participating Institutions” and individually as “Participating Institution” or as “Partner” / “Partners”

Introduction

CONSIDERING THAT:

- (a) Astroparticle physics is the study of particles and radiation from outer space, and of rare, cosmologically-significant elementary particle reactions. The scales of distance examined range from the realm of elementary particles to the outer reaches of the observable Universe, placing the field at the intersection of cosmology, astrophysics, particle physics and nuclear physics. Astroparticle physics currently comprises the following six domains: dark matter, dark energy, high-energy cosmic messengers, gravitational waves, neutrinoless double beta decay, and the properties of neutrinos.
- (b) The Astroparticle Physics European Consortium ¹ (APPEC), emanates from the Astroparticle Physics European Coordination committee founded in 2001 and operating

¹ By consortium it is meant the collaboration of the Participating Institutions in view of specific goals rather than the term used in certain national legal systems to depict a legal structure.

under the same acronym until this MoU enters into force. It is the outcome of a decade of preparatory work by a consortium of representatives from Ministries and agencies and of the intense preparatory work provided by the EU funded ERANETs ASPERA and ASPERA-2 (2006-2012) that paved the way through a series of funding mechanism studies, common roadmap elaborations, common calls for R&D proposals, and common outreach and communication endeavours.

The Parties have agreed as follows:

Article 1: Purpose and objectives

The MoU signed xx.xx.xxxx builds scientifically on the work carried out within the framework of the already existing and expired APPEC MoU. In the legal context this present MoU replaces the expired MoU for the future without continuing it. This present APPEC MoU for the Astroparticle Physics European Coordination (also called APPEC) provides the framework for the consortium including its objectives, as well as the rights and obligations of the Participating Institutions.

The strategic and implementation objectives of APPEC are the following:

Strategic objectives

- Provide a discussion forum for the coordination of European Astroparticle Physics;
- Develop and update long term strategies (e.g. Roadmap for European Astroparticle Physics);
- Participate in the European scientific strategy with organizations such as the European Strategy Session of CERN Council and ESFRI;
- Develop closer relationships with organizations involved in Astroparticle Physics research such as CERN, ESA and ESO;
- Express collective views on Astroparticle Physics in international fora;
- Strengthen collaboration with organisations dealing with neighbouring fields, mainly with : ECFA, NuPECC, ASTRONET, IUPAP, APIF

Implementation objectives

- Facilitate and enhance the coordination between existing or developing national activities;

- Develop a common action plan for large Astroparticle Physics infrastructures based on the Roadmap for European Astroparticle Physics;
- Facilitate the convergence of future large scale projects/facilities;
- Provide organisational advice for the implementation of future large scale projects/facilities, for instance initiate and/or accompany the creation of resource review boards for international collaborative projects where the national funding agencies are involved;
- Initiate and guide activities funded by the European Commission ;

For the avoidance of doubt the activities of APPEC are limited to non-commercial and peaceful activities and limited to scientific lobbying and networking with regard to the above topics. Concrete scientific cooperation, in particular within the framework of funded projects, is subject to a separate written agreement taking into account the applicable funding regulations.

Article 2: Partnership

2.1 The Participating Institutions of the present MoU constitute the Partners of APPEC. The signatories of the MoU are duly authorized representatives² of the Participating Institutions.

2.2 Ministries, funding agencies responsible for policy and/or providing funding in Astroparticle physics research at the national or international level, or their designated institution with legal status, are eligible for Partnership.

2.3 The rules for Partner admission, resignation/withdrawal or acquirement of observer status are presented in article 8.

Article 3: Internal Organization

3.1 The organisational structure of APPEC consists of the following three (3) bodies:

- the General Assembly (GA) , the strategic, decision-making and supervisory body as detailed in article 4 below,
- the Joint Secretariat (JS), the executive body chaired by the General Secretary as detailed in article 5 below,
- the Scientific Advisory Committee (SAC), the advisory body as detailed in article 6 below.

² The representatives signing on behalf of the Participating Institution are not necessarily the same as the representative of the Participating Institution to the General Assembly defined in article 4.2.

3.2 Neither the Joint Secretariat nor the General Secretary nor any other consortium body are allowed to represent the consortium or the Partners collectively or make any legally binding declarations for or on behalf of the other Partners or the consortium.

Article 4: The General Assembly

4.1 The General Assembly is the strategic, decision-making and supervisory body of APPEC.

4.2 Each Participating Institution of APPEC may appoint one (1) representative to the General Assembly (hereafter “Partner of the GA”). The representative will normally be the director of its major astroparticle physics Institute/Agency or a manager of a major national astroparticle physics program/funding agency. The Participating Institution reserves the right to change its representative to the General Assembly at any time.

The Chairperson of the Scientific Advisory Committee and the General Secretary shall be invited to attend the meetings of the General Assembly without voting rights.

The legal entities having acquired the observer status according to article 8 of the MoU shall attend the meeting of the General Assembly without voting rights.

4.3 The General Assembly will elect a Chairperson among the Partners of the GA (hereafter “Chairperson of APPEC”) to serve for two years. Re-election will be possible once, including consecutively.

The General Assembly may elect up to two Vice Chairpersons among the Partners of the GA to serve on the same terms as the Chairperson. The Chairperson will be “supra partes” and will not have a right to vote. If the Chairperson was representing one of the Partners in the GA, the Partner must choose someone else for its representation in the GA.

4.4 The General Assembly shall be convened by its Chairperson at least twice a year.

4.5 The General Assembly may invite international organizations and other appropriate nonPartner organizations with which APPEC shares common objectives and which have not acquired the observer status according to article 8, to attend the meetings with an advisory role.

4.6 Responsibilities of the General Assembly

The General Assembly shall determine the general policy and the procedures of APPEC and in particular:

a. approve the annual work plan and progress report submitted by the General Secretary;

- b. approve the spending of the APPEC General Budget (as defined in article 7 below) of the previous financial year;
- c. approve the General Budget estimates for the Basic and Additional Activities, as defined in article 7 below;
- d. in case of modification of the in cash annual participation fee, approve unanimously the amounts to be provided according to article 7.2;
- e. deliberate on procedural matters and in particular the internal procedures of the Secretariat (see article 5) and the Scientific Advisory Committee (see article 6);
- f. appoint the General Secretary;
- g. appoint the members of the Scientific Advisory Committee and its Chairperson;
- h. appoint observers representing APPEC in international fora or organisations ;
- i. approve the accession of new APPEC Partners (according to article 9).
- j. send the APPEC Chair and Vice-Chair as observers to all EuCAPT Steering Committee meetings, approve the director of EuCAPT and select the central hub of EuCAPT each five years.

4.7 The Chairperson of APPEC shall send the proposed agenda to each Partner of the GA at the latest fourteen (14) calendar days before a GA meeting. Any agenda item requiring a decision by the Partners of the GA must be identified as such on the agenda. During a meeting the Partners of the GA present or represented may agree to add a new item to the original agenda.

The General Assembly shall not deliberate and decide validly unless at least half of the countries are present or represented (quorum). There will be only one vote per country. In case the quorum is not reached a new quorate meeting shall be organized within sixty (60) calendar days at the latest.

The Chairperson should strive towards a unanimous decision in all cases.

In cases where a unanimous decision cannot be reached, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast. There will be only one vote per country. Decisions concerning the General Budget (items 4.6.c and 4.6.d above) require a majority of two-thirds (2/3) of the votes cast and that the countries that voted in favour, contribute more than two-thirds (2/3) of the APPEC resources (i.e. participation fees).

Any Participating Institution unable to attend a General Assembly meeting may appoint a proxy who must also be a Participating Institution of APPEC. A Participating Institution cannot represent more than one proxy.

The General Secretary 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 Partners of the GA within twenty (20) calendar days of the meeting. The minutes shall be considered as accepted if, within thirty (30) calendar days from sending, no Partner of the GA has objected in writing to the Chairperson with respect to the accuracy of the draft of the minutes.

- The Partners mutually develop the content of the next annual work plan and strive for a balanced scope of activities and duties among the Partners. However, it is left to the discretion of each Partner to decide to what extent and in what form they would like to participate in APPEC for the coming year. These tasks of the respective partners will be specified in the annual work plan of the General Assembly.

4.8 Veto rights

A Partner 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 the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

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

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

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

A Partner may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Partner. The Defaulting Partner may not

veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

Article 5: The Joint Secretariat and the General Secretary

5.1 The Joint Secretariat is the APPEC executive body. Its main functions are distributed over a limited number of 'functional centres' hosted in different Participating Institutions.

5.2 Each functional centre shall comply with the general or special rules or regulations of the Participating Institution hosting the centre.

One of the functional centres shall be in charge of keeping the documentation, the archive of files and the records of the APPEC General Budget (as defined in article 7 below).

5.3 The General Secretary shall be responsible vis-à-vis the General Assembly for the efficient management of APPEC, its finances and for ensuring the execution of the decisions of the General Assembly. The preparation and organisation of the meetings of the General Assembly is also among his/her duties. His/her mandate will last for two years, renewable once.

5.4 The core of the Joint Secretariat consists of the General Secretary and the heads of the functional centres. The Joint Secretariat will liaise with the Participating Institutions and solicit their participation. Each Partner can participate in the Joint Secretariat and they can appoint a representative from their institution.

5.5 The Joint Secretariat will be coordinated by the General Secretary. The work of the Joint Secretariat is defined in an annual work plan to be presented to the General Assembly by the General Secretary and approved by the General Assembly (see article 4.6.a). The annual work plan and progress report shall be structured in work packages and tasks.

The operation of the Joint Secretariat shall be set under the rules of procedure of APPEC as approved by the General Assembly. The General Assembly shall decide on the content and possible later amendments of the Rules of Procedure unanimously by all parties. In case of doubt, this agreement shall take precedence over the contents of the Rules of Procedure.

Article 6: The Scientific Advisory Committee and other Committees

6.1 Scientific Advisory Committee

The General Assembly shall establish a Scientific Advisory Committee (SAC):

(a) to examine and report on issues of strategic scientific importance within their fields of competence;

(b) to propose programs or projects for adoption as activities of APPEC; and

(c) to organize activities or carry out other tasks entrusted to them by the General Assembly.

The General Assembly shall nominate the Chairperson of the SAC among its members for a mandate of two years, renewable once.

The Chairperson shall convene the SAC at least once a year and shall report to the General Assembly.

The operation of Scientific Advisory Committee shall be set under the rules of procedure of APPEC as approved by the General Assembly.

The members serve 'ad personam'.

6.2 Other committees

The General Assembly may establish any other advisory committee, if considered necessary.

Article 7: Financial Issues

7.1 The general budget of APPEC (hereafter referred to as "the General Budget") shall be composed of the contributions of the Participating Institutions.

7.2 The common fund shall be composed of the participation fees of the partners. Each Participating Institution shall provide an annual participation fee in cash. The annual participation fees are fixed at the time of the signature of this MoU to be of five thousand Euros for Participating Institutions from countries having a large Astroparticle Physics program and of two thousand Euros from the other countries. These amounts may be modified by unanimous decision of the General Assembly. Each year in the end of the year General Assembly the member fees of each participating institution are fixed for the upcoming year.

The annual participation fees will compose the 'Common Fund', which shall be used to cover the support of meetings and material expenses for outreach and dissemination.

The location of the Common Fund will be decided by the General Assembly within the framework of this agreement. The Coordinator supervises this management

7.3 In-kind contributions can also be made by the Participating Institutions. Any in-kind contributions must be agreed upon by the General Assembly, upon proposal of the General Secretary.

The Functional Centre of Managing and Administration being in charge of managing and administering the General Budget shall develop an accounting system that monitors cash contributions in the General Budget in a fair manner.

7.4 Any use of the budget of APPEC (including the general budget and any other contribution) shall be used only for non-commercial purposes. It may only be used to finance the above-mentioned scientific lobbying work. Forwarding to third parties shall be excluded.

7.5 If and insofar as services/orders of a third Partner are purchased for the above-mentioned purposes, the conclusion of the contract shall never take place in the name of APPEC and also never in the name of all Partners, but exclusively in the name of the Partner who is responsible for the action in question, in case of doubt by and in the name of the Coordinator. Likewise, no events may be held in the name of APPEC or the Consortium.

7.6 The partners aim to have no budget surpluses remaining at the end of a financial year (All existing contributions are to be consumed in the same year). Unbudgeted surpluses are to be limited to **100.000,00** (one hundred thousand) **EURO**.

Article 8: APPEC Participating Institutions and observers

8.1 Any legal entity wishing to be a Partner of APPEC (under the conditions of article 2 above), shall submit a formal application to the Chairperson of APPEC who shall inform all Participating Institutions of such an application before presenting the proposal to the General Assembly. Admission as a Partner requires a unanimous decision of the GA. A rejection is made in particular if foreign trade regulations conflict with an admission.

An entity shall be considered as a Participating Institution upon signature of the accession document (Annex 1) by its authorized representative and the General Secretary. Such an accession shall have effect from the date identified in the accession document.

8.2 Legal entities (under the conditions of article 2 above) from countries within or outside Europe, as well as international organisations, may obtain observer status upon approval of the General Assembly.

This status gives the right to a non-voting observer seat in the General Assembly. Observer status will be established by means of an exchange of letters between the General Secretary and the interested legal entity. Observer status may be withdrawn by either side in writing at any time.

8.3 Participation in APPEC may be terminated if the General Assembly decides that a Participating Institution no longer fulfils the criteria for participation, and/or fails to meet its obligations towards APPEC, and/or acts contrary to the aims, objectives or values of APPEC.

8.4 A Participating Institution may withdraw from APPEC at the end of the financial year immediately following that in which it gives written notice of withdrawal. The written statement must be made to the General Secretary. The General Secretary informs all other partners without undue delay.

Article 9: Confidentiality

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

9.2 The Recipient hereby undertakes for a **period of 5 years after its** disclosure:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third Partner without the prior written consent by the Disclosing Partner;
- 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 Partner, 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 Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

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9.3 The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees or third parties involved in the Project and shall ensure that they

remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third Partner.

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Partner subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third Partner who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Partner;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Partner;
- a statutory right of publication cannot be restricted; or
- 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 9.7 hereunder. This obligation does not alter the status of the information as a Confidential Information and it is still to be treated as confidential with regards to any other Partner.

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

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

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

- notify the Disclosing Partner, and

- comply with the Disclosing Partner’s reasonable instructions to protect the confidentiality of the information.

Article 10: Annexes and modifications of the MoU

10.1 This MoU may be modified at any time upon written consent of the Participating Institutions.

10.2 The Annexes of the MoU form an integral part of it.

Article 11: Liability towards each other

11.1 No warranties

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

Therefore,

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

11.2 Limitations of contractual liability

No Partner shall be responsible to any other Partner for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, .

A Partner’s aggregate liability towards the other Parties collectively shall be limited to 10.000 (ten thousand) EURO . A Partner’s liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

11.3 Damage caused to third parties

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

11.4 Force Majeure

No Partner 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 Partner will notify the General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

Article 12 Export control

No Partner shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Partner has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

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

Each Partner agrees to be solely responsible and liable for complying with applicable export control law with regard to any sublicensing to any of its entity under the same control.

Article 13 Results and Access Rights

13.1 Ownership of Results

As the Purpose of this Agreement is limited to scientific lobbying and networking activities with regard to the above topics, the Partners do not expect to generate any scientific research result, such as but not limited to inventions, patents, software, Know-how, objects or copyright protected results.

If, contrary to expectations, such results should occur, the following applies:

- Results are owned by the Partner that generates them.
- Co-owners conclude a separate written agreement (co-owner agreement) prior to any use

13.2 Dissemination of Roadmaps and Flyer

The publication of roadmaps and flyers and their contents shall be coordinated in advance with the partners before they are forwarded to the agencies and communities as a lobbying tool.

Article 14: Termination of APPEC

14.1 The duration of this MoU is five (5) years after its entry into force.

14.2 It might then be extended for further five (5) years by a written amendment.

14.3 This Agreement as a whole may be terminated at any time by a decision taken at a special meeting of the General Assembly by a two-thirds majority of the votes cast and a quorum of at least two-thirds (2/3) of the Participating Institutions.

In case of termination of this agreement as a whole, the General Assembly will decide how the remaining funds will be distributed. The following principles will form the basis of the decision:

- The debts shall first be adjusted from the Budget of APPEC, including those which are divided among the Partners as regards creditors or for which the other partners are liable as debtors to a Partner. If a debt is not yet due or if it is disputed, the amount required for the adjustment shall be withheld.
- Contributions shall be refunded from the Budget of APPEC remaining after the debts have been adjusted. For contributions which did not consist in money, the value which they had at the time of the contribution shall be refunded. No compensation may be claimed for contributions which consisted in the performance of services or in the granting of the use of an object.
- If a surplus remains after the adjustment of the joint debts and the reimbursement of the contributions, it shall be due to the Partners in proportion to their shares in the yearly contribution to the General Budget.

14.4 If the participation of a Partner is terminated according to section 8.3 or section 8.4, he remains obliged to pay his contribution for the current contribution year. A pro rata repayment of the withdrawing Partner shall be made only if and to the extent that at the end of the relevant financial year there remains a surplus of the Budget exceeding the amount specified in section 7.6. In that case, the withdrawing Partner will be reimbursed pro rata (to the surplus and to its contribution amount compared to all other Partners) its contribution for the current financial year. After the end of the financial year in which the partner in question leaves, the obligation to pay contributions ends.

Article 15: Entry into force and duration

15.1 The present MoU shall enter into force retroactively on the **01.06.2023** by at least the five Institutions of the old Mou have signed. The other partners enter into the present MoU with their signature.

15.2 The Coordinator shall inform the other Partners in writing of the enterin into force of this agreement and of any further signing (secton 15.1) and any subsequent accession (section 8.1 and 4.6. i)).

Article 16: Resolution of Disputes

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

Any dispute between APPEC and its Participating Institutions or between the Participating Institutions shall be brought to the attention of the General Secretary and the Chairperson of APPEC for amicable settlement.

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

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

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

Article 17: Miscellaneous

No rights or obligations of the Partners arising from this Agreement may be assigned or transferred, in whole or in part, to any third Partner without the other Partners' prior formal approval.

Amendments and modifications to the text of this Agreement not explicitly listed in **Section** require a separate formal written agreement to be signed between all Partners.

Except as otherwise provided in this Agreement, no Partner shall be entitled to act or to make legally binding declarations on behalf of any other Partner or of the consortium. Nothing in this 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.

Annexes:

Annex 1 = Signed Acession documents

The MoU shall be signed in as many original copies as the Participating Institutions.

Signature pages:

DESY

Hamburg, on _____

Prof. Dr. Helmut Dosch

Chairman of the Board of Directors

Christian Haringa

Director of Administration