



**Horizon 2020 Programme**

**CONSORTIUM AGREEMENT**

**Grant Agreement number 654305**

## **CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based on 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 “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on June 1<sup>st</sup>, 2015, hereinafter referred to as the Effective Date.

**BETWEEN:**

- 1) **The European Organization for Nuclear Research (CERN)**, an Intergovernmental Organization having its seat in Geneva, Switzerland, duly represented by its Director-General Prof. Rolf Heuer, the Coordinator,
- 2) **Tampere University of Technology (TUT)**, having its seat in Tampere, Finland, duly represented by its president Markku Kivikoski,
- 3) **Commissariat à l’Energie Atomique et aux Energies Alternatives (CEA)**, having its seat in Paris, France, duly represented by its acting Head of Physical Science Division Ms. Gabriele Fioni,
- 4) **Centre National de la Recherche Scientifique, (CNRS)**, having its seat in Paris, France, duly represented by its Director of the National institute of nuclear and particle physics (IN2P3) Dr. Jacques Martino,
- 5) **Karlsruhe Institute of Technology (KIT)**, having its seat in Karlsruhe, Germany, duly represented by its Vice Presidents Dr. Elke Luise Barnstedt and Prof. Dr. Detlef Löhe,
- 6) **Technische Universität Darmstadt (TUD)**, having its seat in Darmstadt, Germany, duly represented by its Chancellor Dr. Manfred Efinger,
- 7) **Istituto Nazionale di Fisica Nucleare (INFN)**, having its seat in Frascati, Italy, duly represented by its LNF-INFN Director Mr. Umberto Dosselli,
- 8) **University of Twente (UT)**, having its seat in Enschede, The Netherlands, duly represented by its Managing Director Ms. Christy Schooheijt-Oude Veldhuis,
- 9) **ALBA Consorcio para la Construcción, Equipamiento y Explotación de Laboratorio de Luz Síncrotron (CELLS) (ALBA)**, having its seat in Cerdanyola del Valles, Spain, duly represented by its director, Caterina Biscari,
- 10) **Centro de Investigaciones Energeticas, Medioambientales y Tecnológicas (CIEMAT)**, having its seat in Madrid, Spain, duly represented by its General Director D. Cayetano Lopez,
- 11) **Science & Technology Council (STFC)**, having its seat in Swindon, United Kingdom, duly represented by its Commercial Contracts Officer Ms. Kiran Gill,
- 12) **The University of Liverpool (UNILIV)**, having its seat in Liverpool, United Kingdom, duly represented by its Research Contracts Officer Ms. Stephanie Laidlaw,
- 13) **The Chancellor, Masters and Scholars of the University of Oxford (UOXF)**, having its seat in Oxford, United Kingdom, duly represented by the administrative offices at University Offices, Wellington Square, Oxford, OX1 2JD, United Kingdom, duly represented by Barbara Murray, Head of Research Services, Science Area Team,
- 14) **Inter-University, Research Institute Corporation, High Energy Accelerator research Organization (KEK)**, having its seat in Tsukuba, Japan, duly represented by its executive director, Professor Yasuhiro Okada,
- 15) **Ecole Polytechnique Fédérale de Lausanne (EPFL)**, having its seat in Lausanne, Switzerland, duly represented by its Vice provost for research, Prof. Andreas Mortensen, and the person responsible for the EuroCirCol project at EPFL, Prof. Leonid Rivkin,
- 16) **Université de Genève (UNIGE)**, having its seat in Geneva, Switzerland, duly represented by Prof. Carmine Senatore and Prof. Denis Hochstrasser (vice-rector),

hereinafter, jointly or individually, referred to as "Parties" or "Party" relating to the Action entitled

**"European Circular Energy-Frontier Collider Study (EuroCirCol)"**

hereinafter referred to as the "Project",

**WHEREAS:**

The Parties are participating in the Future Circular Collider (FCC) Study, initiated by CERN as a direct response to the recommendation made in the Update of the European Strategy for Particle Physics<sup>1</sup>, whereby the Project is a self-contained and consistent subset of the FCC Study, focusing on the design and on key elements of an energy frontier hadron collider infrastructure,

The Parties have signed a Grant Agreement (No. 654305) for the Project with the European Commission as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020),

For the purposes of the Project, the Parties wish to enter into this Consortium Agreement, which is supplementary to:

- a) the Grant Agreement for the Project (hereinafter the “Grant Agreement”), and
- b) the Memorandum of Understanding for the Future Circular Collider (FCC) Study hosted by CERN (Attachment 1), hereinafter the “MoU” (to which all Parties are “Participants”),

The Parties are aware that the Consortium Agreement is based upon the DESCAs 2020 model consortium agreement<sup>2</sup> and forms a homogeneous part of the overall legal framework established for the FCC Study.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

---

<sup>1</sup> Adopted by the CERN Council on 30 May 2013, at URL <http://indico.cern.ch/event/244974>

<sup>2</sup> The DESCAs 2020 Model Consortium Agreement can be found at URL <http://www.deca-2020.eu>

## Section 1: Definitions

### 1.1 Definitions

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

### 1.2 Additional Definitions

“Consortium Plan” means the description of the Project and the related agreed budget as first defined in the Grant Agreement and which may be updated by the EuroCirCol Collaboration Board (ECB).

"Funding Authority" means the EC body awarding the grant for the Project.

“Defaulting Party” means a Party which the ECB has identified to be in breach of the Consortium Agreement and/or the Grant Agreement as specified in the Consortium Agreement.

“Participants” means the scientific institutes which have pledged to contribute to the FCC Study under the provisions of the FCC MoU.

“Project Coordinator” means the person appointed by the Director General of CERN responsible for management and coordination of the Project.

## Section 2: Purpose

The purpose of the Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties.

## Section 3: Entry into force, duration and termination

### 3.1 Entry into force

3.1.1 An entity becomes a Party to the Consortium Agreement upon signature of the Consortium Agreement by a duly authorised representative.

3.1.2 The Consortium Agreement shall have effect from the Effective Date identified at the beginning of the Consortium Agreement.

3.1.3 An entity becomes a Party to the Consortium Agreement upon signature of the accession document by the new Party and the Coordinator (Attachment 4). Such accession shall have effect from the date identified in the accession document.

### 3.2 Duration and termination

3.2.1 The Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under the Consortium Agreement. However, the Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of the Consortium Agreement.

3.2.2 If the Grant Agreement is terminated by the Funding Authority, or if a Party's participation in the Grant Agreement is terminated, then the Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of the Consortium Agreement.

### 3.3 Survival of rights and obligations

3.3.1 The provisions relating to Intellectual Property and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of the Consortium Agreement.

3.3.2 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 ECB and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

## **Section 4: Responsibilities of Parties**

### 4.1 General principles

4.1.1 Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and the Consortium Agreement as may be reasonably required from it and in good faith.

4.1.2 Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

4.1.3 Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks, save where provided by the application of any statutory or contractual obligation.

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

### 4.2 Breach

4.2.1 In the event that the ECB identifies a breach by a Party of its obligations under the 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 ECB, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days.

4.2.2 If such breach is substantial and is not remedied within that period or is not capable of remedy, the ECB 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 in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance or non-compliance with the provisions of the Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under the Consortium Agreement and the Grant Agreement.

## Section 5: Liability towards each other

### 5.1 No warranties

5.1.1 No warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose of any information or materials supplied by one Party to another under the Project, nor as to the absence of any infringement of any proprietary rights of third parties. This notwithstanding, where the disclosing Party's wilful misconduct or gross negligence causes loss or damage to the receiving Party, the disclosing Party will remain liable

5.1.2 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 to information or materials shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party using such information or materials.

### 5.2 Limitations of contractual liability

5.2.1 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.

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

5.2.3 The terms of the 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 the Consortium Agreement or from its use of Background IP or Foreground IP.

### 5.4 Force Majeure

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

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

## Section 6: Governance structure

### 6.1 General principle

6.1.1 In accordance with Annex 1 of the Grant Agreement, there shall be a single governance structure for the entire FCC Study, fully integrating the Project, set out in document "FCC Study Governance Structure" (Attachment 2). For the purposes of the Project, additional governance provisions shall apply, as set out in this Section 6.

### 6.2 Sub-set of the FCC Study International Collaboration Board for the Project

6.2.1 The Parties, being Participants in the International Collaboration Board (ICB) for the FCC Study, shall establish a sub-set of the ICB for the purposes of the Project the "EuroCirCol Collaboration Board" (ECB), consisting of representatives of the Parties.

6.2.2 The ECB shall be the ultimate decision-making body of the Consortium as regards the execution of the Project, including its funding aspects. As regards the scientific aspects of the Project, it shall coordinate its decisions with all Participants in the FCC Study through the FCC/EuroCirCol Advisory Committee.

6.2.3 The ECB shall consist of one representative of each Party (each an "ECB member") and of each Third Party linked to a Beneficiary.

6.2.4 Each Beneficiary shall have one vote in the ECB. A Third Party linked to a Beneficiary does not have a vote in the ECB.

6.2.5 The ECB shall take the following decisions in the context of the Project, always within the limit subject of each Party's allocated share:

- Content, including intellectual property, and finances
- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- 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 the 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 Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement.

6.2.6 The ECB members shall elect a chairperson from among its members.

6.2.7 ECB meetings may be held in person, by teleconference or other telecommunication means.

6.2.8 The ECB shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented at a meeting (quorum). If the quorum is not reached, the chairperson of the ECB shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is again not reached, the chairperson shall convene an extraordinary meeting at which the ECB shall be entitled to take decisions without the need for a quorum.

Subject to the paragraph below, the ECB shall take decisions by a simple majority of the votes of the ECB members present or represented and voting.

The following decisions by the ECB shall require a unanimous vote:

- Entry of a Party
- Termination of Defaulting Party's participation in the Consortium.

6.2.9 Defaulting Parties may not vote.

### 6.3 Minutes of ECB meetings

6.3.1 The chairperson of the ECB shall be responsible for the preparation of written minutes of each meeting which shall be the formal record of all decisions taken. Draft minutes shall be sent to all ECB members within twenty calendar days of the meeting.

6.3.2 The draft minutes shall be considered as accepted if, within fifteen calendar days from sending by email, no ECB member has sent an objection in writing to the chairperson with respect to the accuracy of the draft minutes.

6.3.3 The chairperson shall send the accepted minutes to all ECB members and to the Coordinator.

6.3.4 The Parties agree to abide by all decisions of the ECB.

### 6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of ECB members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.3 If a Party is late in submitting any Project deliverable, the Coordinator may nevertheless submit the other Parties' Project deliverables and all other documents required by the Grant Agreement to the Funding Authority.

6.4.4 If the Coordinator fails in its coordination tasks, the ECB may propose a change of Coordinator to the Funding Authority.

6.4.5 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 the Consortium Agreement.

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

### 6.5 Other Consortium bodies

In accordance with Annex 1 of the Grant Agreement, the consortium shall establish the additional Consortium bodies specified in this Section 6.5.

### 6.5.1 Coordination Committee

The Coordination Committee (CC) shall be the executive body of the Project and shall coordinate the tasks of the Work Packages. It formulates proposals to the EBC as regards the potential adjustment of the Project's work programme and the EC funding allocation.

The CC is composed of

- the Project Coordinator and his/her deputy (chair of the committee)
- the Work Package Coordinators
- the Work Package Coordinators deputies
- the Administrative Coordination Officer and
- the following representatives of the FCC Study Coordination Group:
  - o Hadron collider design study leader
  - o Hadron collider technologies study leader
  - o Implementation, planning and costing study leader
  - o Accelerator magnet study leader

### 6.5.2 Work Package Coordinators

The Work Package Coordinators (WPCs) shall ensure the effective cooperation between the participants in the individual Work Packages. Each Work Package shall have a principal Coordinator and a deputy.

### 6.5.3 FCC/EuroCirCol Advisory Committee

The joint FCC/EuroCirCol Advisory Committee shall review the scientific and technical progress of the Project and shall constitute the scientific link between the Project and the FCC Study.

## Section 7: Financial provisions

### 7.1 Distribution of financial contribution

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

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payments in Section 7.3.

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

### 7.2 Justifying costs

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

### 7.3 Funding principles

7.3.1 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.

7.3.2 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.

### 7.4 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 Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2.2 of the Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

### 7.5 Payments

7.5.1 Payments to Parties are the exclusive tasks of the Coordinator.

7.5.2 In particular, the Coordinator shall:

notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references

perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

undertake to keep the EC financial contribution to the Project separated from its normal business accounts.

7.5.3 The payment schedule, which contains the transfer of pre-financing, interim payment(s), final payment and reimbursement of the guarantee fund to Parties, will be handled as follows:

An advance corresponding to 60% of the pre-financing of the EC will be paid without undue delay following the receipt of such pre-financing.

A second instalment corresponding to 40% of the total pre-financing shall be paid at the end of the first year of the Project, subject to the receipt by the Coordinator of all Project deliverables for the period concerned in accordance with the relevant provisions of the Grant Agreement and the Consortium Agreement.

7.5.4 All subsequent payments to the Parties eligible for EC funding shall be made by the Coordinator upon receipt by it of the corresponding payments from the EC. In any event, the sum of pre-financing and interim payments received by a Party shall not exceed 85% of their share of the maximum contribution.

7.5.5 With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall receive before the end of the Project more than its allocated share of the maximum grant amount from which the

amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

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

### **Section 8: Intellectual Property, publications, dissemination**

#### 8.1 Intellectual Property

8.1.1 The disclosure of IP in the course of the Project does not create any proprietary right for the recipient, whose use of such intellectual property, other than as expressly permitted under this Section, shall be subject to a separate written agreement between the owner of the intellectual property and the recipient concerned.

8.1.2 For the purposes of the Project, the terms “Background” and “Results” as defined in Articles 24 and 26.1 of the Grant Agreement shall be replaced by “Background IP” and “Foreground IP” respectively. “Background IP” shall mean intellectual property developed or received by a Party prior to the Project, or received by or developed independently of it, that is needed for the Project. “Foreground IP” shall mean any intellectual property developed by a Party in the course of the Project.

8.1.3 Each Party shall identify its Background IP that is needed for the Project and inform the other Parties about it, including any limitations, using the form in Attachment 3, either within six (6) months of the start of the Project or within six (6) months of its development, as the case may be.

8.1.4 Title in the Foreground IP shall be vested in the Party or Parties having generated it.

#### 8.1.5 Use of Background IP and Foreground IP

Each Party, or any other Participant, shall be entitled to use (including through any sub-licensing, as the case may be) the Background IP and Foreground IP of another Party in so far as needed for carrying out the Project or the FCC Study, and for its internal scientific research, on a royalty-free, non-exclusive basis.

In the event of joint Foreground IP, the ownership of such joint Foreground IP shall be settled between the joint owners in a separate written agreement. Unless otherwise agreed between the joint owners, each of the joint owners shall be entitled to use their jointly owned Foreground IP for internal scientific research on a royalty-free basis, and without the prior consent of the other joint owner(s).

8.1.6 Any commercial exploitation of the Background IP and/or the Foreground IP by a Party, or any other Participant, shall be subject to a separate written agreement between the owner and the other Party or Participant concerned.

8.1.7 The provision of Background IP or Foreground IP is understood to be on a no warranty basis. Any Party or other Participant using such intellectual property shall be exclusively liable for any cost and expense resulting from such use.

8.1.8 Each Party may transfer ownership of its own Foreground IP following the procedures of the Grant Agreement Article 30.

8.1.9 It may identify specific third parties it intends to transfer the ownership of its Foreground IP to in Attachment 6 to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.1.10 The transferring Party shall, however, at the time of the transfer under Section 8.1.9, ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment 6 after signature of this Agreement requires a decision of the General Assembly.

### 8.2 Publications and dissemination of results

8.2.1 The Parties shall strive to jointly disseminate the results of their collaboration. The copyright in any article shall be vested in the Party, and, as the case may be, by the Parties having contributed to it.

8.2.2 Each Party must ensure Open Access to all peer-reviewed scientific publications relating to its Foreground IP.

8.2.3 Publications shall be governed by the procedure of Article 29.1 of the Grant Agreement and shall acknowledge the collaboration between the Parties, including, wherever appropriate, the experts having taken part in the development of the results covered by the publication.

8.2.4 The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis which includes one or more Parties' Foreground IP or Background IP, subject to the confidentiality and publication provisions contained in the Consortium Agreement.

## Section 9: Non-disclosure of information

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

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information 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 on 14 days written notice all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. 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.

The Swiss Beneficiaries not receiving EU funding under the Project shall not be considered third parties under this Section 9.2. In particular, such Beneficiaries shall be permitted to communicate to their national funding authority any Confidential Information, including project reports, required by such national funding authority.

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

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 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; 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.

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 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.

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

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



### Section 10: Miscellaneous

#### 10.1 Attachments, inconsistencies and severability

10.1.1 This Consortium Agreement consists of its core text and its Attachments.

10.1.2 In the event that the terms of the Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

10.1.3 Should any provision of the Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of the 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.

#### 10.2 No representation, partnership or agency

10.2.1 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 the 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.

#### 10.3 Notices and other communication

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

10.3.2 If it is required in the Consortium Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with receipt acknowledgement.

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

#### 10.4 Assignment and amendments

10.4.1 Subject to Section 8.1.9, no rights or obligations of the Parties arising from the Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

10.4.2 Amendments and modifications to the text of the Consortium Agreement require a separate written agreement to be signed between all Parties.

#### 10.5 Mandatory national law

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

10.6 Language

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

10.7 Applicable law

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

10.8 Settlement of disputes

10.8.1 The Parties shall endeavour to settle their disputes amicably among themselves.

10.8.2 In the event that such dispute cannot be settled amicably, the Parties concerned shall request the support of the International Collaboration Board of the FCC Study in settling their dispute.

10.8.3 If the dispute remains unresolved, the Parties concerned may submit their dispute to final arbitration in accordance with the WIPO Expedited Arbitration Rules.

**Section 11: Signatures**

**AS WITNESS:**

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

## Horizon 2020 EuroCirCol Consortium Agreement

---

<b>#1: EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (CERN)</b>	
Name:	<b>Prof. Rolf Heuer</b>
Title:	<b>Director General</b>
Signature:	
Date:	

## Horizon 2020 EuroCirCol Consortium Agreement

---

<b>#2: TAMPERE UNIVERSITY OF TECHNOLOGY (TUT)</b>	
Name:	<b>Markku Kivikoski</b>
Title:	<b>President</b>
Signature:	
Date:	

<b>#3: COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES</b>	
Name:	<b>Gabriele Fioni</b>
Title:	<b>Head of Physical Science Division</b>
Signature:	
Date:	

<b>#4: CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE</b>	
Name:	<b>Dr. Jacques Martino</b>
Title:	<b>Director of the National institute of nuclear and particle physics (IN2P3)</b>
Signature:	
Date:	

## Horizon 2020 EuroCirCol Consortium Agreement

---

<b>#5: KARLSRUHE INSTITUTE OF TECHNOLOGY</b>	
Name:	<b>Dr. Elke Luise Barnstedt                      Prof. Dr. Detlef Löhe</b>
Title:	<b>Vice Presidents</b>
Signature:	
Date:	



## Horizon 2020 EuroCirCol Consortium Agreement

---

<b>#6: Technische Universität Darmstadt</b>	
Name:	<b>Dr. Manfred Efinger</b>
Title:	<b>Chancellor</b>
Signature:	
Date:	

## Horizon 2020 EuroCirCol Consortium Agreement

---

<b>#7: ISTITUTO NAZIONALE DI FISICA NUCLEARE</b>	
Name:	<b>Umberto Dosselli</b>
Title:	<b>LNF-INFN Director</b>
Signature:	
Date:	

## Horizon 2020 EuroCirCol Consortium Agreement

---

<b>#8: UNIVERSITY OF TWENTE</b>	
Name:	<b>Christy Schooheijt-Oude Veldhuis</b>
Title:	<b>Managing Director</b>
Signature:	
Date:	

<b>#9: ALBA CONSORCIO PARA CONSTRUCCION, EQUIPAMIENTO Y EXPLOTACION DEL LABORATORIO DE LUZ SINCROTRON (CELLS)</b>	
Name:	<b>Caterina Biscari</b>
Title:	<b>Director</b>
Signature:	
Date:	

<b>#10: CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGIAS</b>	
Name:	<b>D. Cayetano Lopez</b>
Title:	<b>General Director</b>
Signature:	
Date:	

**Horizon 2020 EuroCirCol Consortium Agreement**

---

<b>#11: SCIENCE &amp; TECHNOLOGY FACILITIES COUNCIL</b>	
Name:	<b>Kiran Gill</b>
Title:	<b>Commercial Contracts Officer</b>
Signature:	
Date:	

**Horizon 2020 EuroCirCol Consortium Agreement**

---

<b>#12: THE UNIVERSITY OF LIVERPOOL</b>	
Name:	<b>Ms. Stephanie Laidlaw</b>
Title:	<b>Research Contracts Officer</b>
Signature:	
Date:	

**Horizon 2020 EuroCirCol Consortium Agreement**

---

<b>#13: THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD</b>	
Name:	<b>Barbara Murray</b>
Title:	<b>Head of Research Services – Science Area</b>
Signature:	
Date:	



<b>#14: INTER-UNIVERSITY RESEARCH INSTITUTE CORPORATION, HIGH ENERGY ACCELERATOR RESEARCH ORGANIZATION</b>	
Name:	<b>Professor Yasuhiro Okada</b>
Title:	<b>Executive Director</b>
Signature:	
Date:	

**Horizon 2020 EuroCirCol Consortium Agreement**

---

<b>#15: ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE</b>	
Name:	<b>Pro. Andreas Mortensen                      Prof. Leonid Rivkin</b>
Title:	<b>Vice provost for research</b>
Signature:	
Date:	

## Horizon 2020 EuroCirCol Consortium Agreement

---

<b>#16: UNIVERSITE DE GENEVE</b>	
Names:	<b>Prof. Carmine Senatore / Prof. Denis Hochstrasser</b>
Titles:	<b>Professor / Vice-Rector</b>
Signatures:	
Date:	

Attachment 1: FCC Study MoU [EDMS No. 1390795]

**Memorandum of Understanding  
for the Future Circular Collider (FCC)  
Study hosted by CERN**

THE INSTITUTES, LABORATORIES, UNIVERSITIES AND THEIR FUNDING AGENCIES AND OTHER SIGNATORIES OF THIS MEMORANDUM OF UNDERSTANDING AND CERN AS THE HOST LABORATORY (“the Participants”)

**Whereas**

At a dedicated session of the CERN Council held on 30 May 2013, the Council adopted the Update of the European Strategy for Particle Physics which included *inter alia* the following statement:

*“...Europe needs to be in a position to propose an ambitious post-LHC accelerator project at CERN by the time of the next Strategy update, when physics results from the LHC running at 14TeV will be available. CERN should undertake design studies for accelerator projects in a global context, with emphasis on proton-proton and electron-positron high-energy frontier machines. These design studies should be coupled to a vigorous accelerator R&D programme, including high-field magnets and high-gradient accelerating structures, in collaboration with national institutes, laboratories and universities worldwide.”*

The conceptual design study (the “FCC Study”) must be available in time for the next update of the European Strategy for Particle Physics foreseen to take place in 2018,

**It is hereby understood as follows:**

**1. Purpose of this Memorandum**

- 1.1. This Memorandum establishes a common understanding among the Participants of the collaborative effort required for the execution of the FCC Study. The FCC Study and its results shall be used for peaceful purposes only.

- 1.2. By signing this Memorandum, the signatory becomes a Participant in the FCC Study, together with the other institutes, laboratories, universities and their funding agencies who are, or who subsequently become, Participants in the FCC Study.
- 1.3. It is expressly acknowledged that, except for Articles 4.2, 4.3, 7, 9 and this Article, this Memorandum is not legally binding and each Participant's involvement in the FCC Study is on a "best-efforts" basis. This Memorandum does not imply any commitment of resources. Each Participant's involvement in the FCC Study is governed, as the case may be, by its internal policies and regulations and the laws to which it is subject.

## 2. Scope

- 2.1. At the date of conclusion of this Memorandum it is understood that the main emphasis of the FCC Study shall be the long-term goal of a hadron collider (FCC-hh) with a centre-of-mass energy of the order of 100 TeV in a new tunnel of 80-100km circumference for the purposes of studying physics at the highest energies. The hadron collider and its detectors shall determine the basic requirements for the tunnel, surface and technical infrastructures. The corresponding hadron injector chain shall be included in the study, taking into account the existing CERN accelerator infrastructure and long-term accelerator operation plans. The performance and cost of the hadron collider shall be compared to a high-energy LHC, based on the same high-field magnet technology and housed in the LHC tunnel.
- 2.2. The FCC Study shall also include a lepton collider (FCC-ee) and its detectors, as a potential intermediate step towards the realisation of the hadron facility. The design of the lepton collider complex shall be based on the hadron collider infrastructure and any substantial incompatibilities with respect to the hadron collider infrastructure requirements shall be analysed and quantified. Potential synergies with linear collider detector designs should be considered.
- 2.3. Options for hadron-electron scenarios and their impact on the infrastructure shall be examined at a conceptual level.
- 2.4. The study shall include cost and energy optimisation, industrialisation aspects, and provide implementation scenarios, including schedule and cost profiles.

## 3. Organization

- 3.1. CERN shall act as the host organization for the FCC Study. The FCC Study shall be executed through the following entities, each of which shall decide on its own decision-making procedures:
  - (i) An International Steering Committee ("the Steering Committee") whose mandate is to refine the goals of the FCC Study, approve the work programme and review progress, and provide feedback to the Study Leader if requested by the latter.

- (ii) An International Collaboration Board whose mandate is to review the resources, including the channelling of the external contributions and which will report to the Steering Committee.
- (iii) An International Advisory Committee whose mandate is to review the scientific and technical progress of the study and to submit recommendations to the Steering Committee.
- (iv) A FCC Study Leader (“the Study Leader”) assisted by a deputy (“the Deputy Study Leader”), whose mandate is the overall coordination and organisation of the FCC Study reporting to the Steering Committee, acting under the authority of the CERN Director-General.
- (v) A FCC Study coordination group (“the Study Coordination Group”) comprised of experts drawn from Participants in the FCC Study.

3.2. The Study Leader will be supported by an office at CERN (“the Study Support Office”) which shall provide the Study Leader with administrative and organisational support (in particular scheduling, resource planning and project coordination matters).

## 4. Mandate of the Study Leader

4.1. The Study Leader shall:

- nominate, convene and guide the Study Coordination Group;
- establish collaborations with the Participants and any other involved entities;
- ensure coherent communications;
- coordinate all resources associated with the FCC Study;
- organise workshops, conferences and meetings relevant for the FCC Study;
- integrate all existing activities concerning future circular colliders at CERN into the FCC Study.

4.2. It is understood that the activities of the Study Leader do not diminish the Participants’ responsibility for the delivery of their contributions, nor responsibility for their personnel, including but not limited to matters concerning social insurance.

4.3. Insofar as required, where a Participant’s personnel spend time at CERN, they may be granted the status of associate member of CERN’s personnel. The Participant agrees to provide health insurance cover for such personnel at levels that are adequate in CERN’s host states, Switzerland and France.

## 5. Mandate of the Study Coordination Group

The Study Coordination Group shall, under the guidance of the Study Leader and through the contributions of the Participants and any other involved entities:

- organise and carry out a conceptual design study at international level for high-energy frontier circular collider(s) at CERN for the post-LHC era;
- elaborate the specific physics cases and formulate the key parameters for the different collider options and experiments;
- provide machine and infrastructure conceptual designs and detector concepts;
- identify, launch and co-ordinate related R&D programmes in particular in the areas of high-field magnets and superconducting RF and other key technologies;
- identify synergies with other high-energy frontier collider studies worldwide;
- provide cost estimates and propose implementation scenarios for the technical design, realisation and operation phase.

## 6. Contributions by the Participants

- 6.1. Each Participant's contribution to the FCC Study shall be laid down in Addenda to this Memorandum, which shall be signed by the Study Leader (or his designated representative) and a representative of the Participant.
- 6.2. The Participants may, as between themselves, and with any other entity, enter into arrangements or agreements as may be necessary for the delivery of their contributions, provided always that their terms shall be consistent with the provisions of this Memorandum.
- 6.3. Except as agreed otherwise, each Participant shall bear the cost of its contribution to the FCC Study. A Participant may contribute in terms of funds, expertise, equipment, materials, knowledge and other resources to the realization of any other Participant's contribution.

## 7. Intellectual Property

- 7.1. Title in intellectual property that is developed by a Participant in the execution of this Memorandum shall be vested in that Participant (or if developed collectively by two or more Participants, vested in those Participants), who shall grant the other Participants a free, non-exclusive licence for the use of such intellectual property in the execution of their scientific programmes.

- 7.2. Each Participant that provides intellectual property under this Memorandum is understood to be giving no warranty in respect of such intellectual property and any Participant using such intellectual property shall be exclusively liable for any cost and expense resulting from such use.

## **8. Publications**

- 8.1. The Participants shall strive to jointly publish the results of their collaboration as Open Access publications.
- 8.2. Publications shall acknowledge the collaboration between the Participants, including, wherever appropriate, the experts having taken part in the development of the results covered by the publication.

## **9. Liability**

Except as expressly provided in this Memorandum, the Participants shall have no liability in connection with their participation in the FCC Study.

## **10. Duration**

- 10.1. In recognition of the fact that this Memorandum does not imply any commitment of resources, a Participant may withdraw from this Memorandum by giving reasonable written notice to CERN as the host organization.
- 10.2. This Memorandum shall remain in force for as long as required to give effect to its provisions.



## Horizon 2020 EuroCirCol Consortium Agreement

---

Signed by the authorized representatives of:

**For the European Organization for  
Nuclear Research (CERN) as the Host  
Organization**

**For the “{Name of Participant Institute}”  
({Short name})**

---

Michael Benedikt  
FCC Study Leader

---

{First Name, Last Name}  
{Function}

Date:

---

Date:

---

**Attachment 2: FCC Study governance structure [Edms No. 1414585]**

# Future Circular Collider Study Governance Structure

WBS PATH

5.1.1.5 – Lifecycle of the Future Circular Collider (FCC) Study

ABSTRACT:

This document lays out the structure that governs the FCC Study.  
It also describes the relationship between the bodies  
contributing to the organisation of the FCC Study.

AUTHORS:	REVIEWERS:	APPROVAL:
M. Benedikt J. Gutleber F. Zimmermann	S. Bertolucci F. Bordry M. Krammer	R. Heuer L. Rivkin

EXTERNAL REFERENCES:

**FCC-1409051000-JGU**

DISTRIBUTION LIST:

fcc-coordination-group, fcc-steering-committee,  
fcc-collaboration-board, fcc-study-members

## HISTORY OF CHANGES

REV. NO.	DATE	PAGES	DESCRIPTIONS OF THE CHANGES
0.7	2014-09-17	All	Created from V0.6 of temporary document FCC-1409051000-JGU
0.8	2014-09-29	All	Reviewed with MBE and FZI after ICB meeting
0.9	2014-10-01	All	QA check by JGU as preparation for approval review
0.10	2014-10-06	All	Incorporated feedback from FZI
0.11	2014-10-15	All	Incorporated feedback from MBE, added meeting minutes
0.12	2014-10-27	All	Incorporated review comments from MKR and LRI
1.0	2014-10-31	All	QA check by JGU and release of document as version 1.0
1.1	2015-03-19	All	Revision by CERN Legal Service, in conjunction with MB
1.2	2015-03-31	3.3	Change "administer resources" to "coordinate resources"
1.3	2015-04-14	3.5	Inclusion of feedback from ICB on ICB decision process
2.0	2015-04-21	All	QA check by MBE, LRI and JGU for release

## TABLE OF CONTENTS

1. Definitions.....	45
2. Purpose .....	45
3. Governance Structure.....	46
3.1 Overview.....	46
3.2 Contributors .....	46
3.3 Host Organization.....	47
3.4 International Steering Committee (ISC) .....	48
3.5 International Collaboration Board (ICB).....	49
3.6 International Advisory Committee (IAC) .....	50
3.7 Coordination Group .....	51

### 1. Definitions

**Contributor** A legal entity who has signed the FCC MoU (Participant) or a dedicated separate agreement (Third Party) with CERN as the Host Organization and approved by the International Collaboration Board to carry out work on the FCC Study.

**Participant** A scientific institute that contributes to the FCC Study having signed the FCC MoU along with CERN as the Host Organization and approved by the International Collaboration Board.

**FCC MoU** The FCC Memorandum of Understanding that establishes a common understanding and framework among the Participants of the collaborative effort required for the execution of the FCC Study.

**FCC Study** The global design study project, that has been initiated as a direct response to the recommendation made in the updated European Strategy for Particle Physics 2013 ([cds.cern.ch/record/1567258/files/esc-e-106.pdf](https://cds.cern.ch/record/1567258/files/esc-e-106.pdf)), adopted by the CERN Council:

*“CERN should undertake design studies for accelerator projects in a global context, with emphasis on proton-proton and electron-positron high-energy frontier machines. These design studies should be coupled to a vigorous accelerator R&D programme, including high-field magnets and high-gradient accelerating structures, in collaboration with national institutes, laboratories and universities worldwide”.*

**Third Party** A legal entity that contributes to the FCC Study, not as a Participant, but under a dedicated separate agreement with CERN as the Host Organization, and approved by the International Collaboration Board.

**Study Leader** The person mandated with the overall coordination and organisation of the FCC Study and acting under the authority of the CERN Director-General.

**CDR** Conceptual Design Report, the main deliverable of the FCC Study.

### 2. Purpose

The purpose of this document is to lay out the structure that governs the FCC Study. It also describes the relationship between the bodies contributing to the organisation of the FCC Study.

The governance structure is established for the FCC conceptual design phase, aiming at production of the CDR, expected 2018/19.

### 3. Governance Structure

#### 3.1 Overview

The organisational structure of the FCC Study comprises the following bodies (see figure 1):

1. Host Organization
2. International Steering Committee
3. International Collaboration Board
4. International Advisory Committee
5. Coordination Group

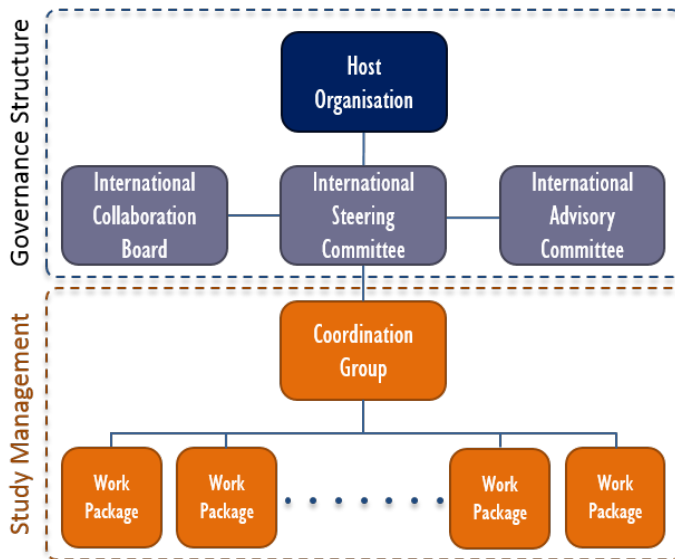


Figure 1: FCC Organisation Breakdown Structure

#### 3.2 Contributors

Contributors to the FCC Study are legal entities who agree to work together to carry out the FCC Study. A scientific institute can contribute to the FCC Study by becoming a Participant, following approval by the International Collaboration Board. Third Parties can contribute to the FCC Study by signing a dedicated separate Agreement with CERN as the Host Organization, following approval by the International Collaboration Board.

The FCC Study has the following high-level goals:

- conceive conceptual designs for circular energy frontier colliders for the post-LHC era;
- elaborate the specific physics cases for different collider options and experiments;
- formulate the key parameters for the different collider options and experiments;
- develop infrastructure conceptual designs taking into account the existing CERN accelerator infrastructure;
- develop detector concepts for the different collider options;
- identify, launch and co-ordinate related R&D programmes in particular in the areas of high-field superconducting magnets and superconducting RF, other key technologies and detector technologies;
- identify synergies with other high-energy frontier collider studies worldwide;
- provide cost estimates, identify cost drivers and propose implementation scenarios for the technical design, realisation and operation phases.

The findings will be summarized in a CDR.

### 3.3 Host Organization

CERN, as the Host Organization, is the legal entity organising the FCC Study as a direct response to the recommendation made in the update of the European Strategy for Particle Physics 2013, adopted by the CERN Council. CERN, as the Host Organization, in addition to its responsibilities as a Participant:

- establishes the organisational framework to carry out the FCC Study;
- establishes a functioning international collaboration;
- identifies required research and development actions;
- monitors compliance by the Participants with their commitments and obligations;
- collects, reviews and verifies consistency of reports and deliverables;
- transmits information relevant to the FCC Study to any parties concerned;
- coordinates and aligns the contributions of the Participants and of external sources.

For these purposes, CERN appoints a Study Leader and his/her deputy with the goals to:

- nominate, convene and guide the Coordination Group;
- establish relationships with scientific institutes with a view to them becoming Participants;
- ensure coherent communications;
- coordinate all resources associated with the FCC Study;
- organise scientific events and meetings relevant to the FCC Study;
- integrate all existing activities concerning future circular colliders at CERN within the FCC Study.

### 3.4 International Steering Committee (ISC)

<b>Functions</b>	<p>The ISC is the supervisory and main governing body for the execution of the FCC Study and acts on behalf of the collaboration.</p> <p>The ISC is responsible for the proper execution and implementation of the decisions of the International Collaboration Board, deriving and formulating the strategic scope, individual goals and the work program of the FCC Study.</p> <p>The ISC monitors the effective and efficient execution of the FCC Study.</p> <p>The ISC supports the Host Organisation in preparing deliverables and reports.</p> <p>The ISC reports to the International Collaboration Board and to the CERN Director-General.</p>
<b>Members</b>	<p>The ISC is composed of up to 9 members:</p> <ul style="list-style-type: none"> <li>• the Chair of the International Collaboration Board,</li> <li>• one representative of the European Committee for Future Accelerators<sup>3</sup>,</li> <li>• two representatives of the Host Organisation who are also members of the International Collaboration Board, and</li> <li>• up to five further members of the International Collaboration Board,</li> </ul> <p>leading to a well-balanced, world-wide geographical representation.</p> <p>The Study Leader, his/her deputy and the chair of the International Advisory Committee are ex officio members of the Steering Committee without voting rights.</p> <p>The ISC is chaired by the ECFA representative.</p> <p>The deputy Study Leader acts as scientific secretary.</p>
<b>Meetings</b>	<p>The ISC meets four times a year (at least twice per year in person) and more often upon written request by any member of the ISC or the Study Leader.</p> <p>The proceedings of the meetings are recorded in minutes. The minutes are distributed to all members of the committee in draft form for approval at the following meeting. The minutes are made available to all members of the committee and to all members of the International Collaboration Board after approval.</p>
<b>Processes</b>	<p>Decisions will be taken by a simple majority of the votes of the ISC</p>

---

<sup>3</sup> The European Committee for Future Accelerators (ECFA, <http://cern.ch/ecfa>) was set up in 1963 for the long-range planning of European high-energy facilities - accelerators, large-scale facilities and equipment - adequate for the conduct of a valid high-energy research programme. ECFA is advisory to CERN Management, CERN Council and its Committees, and to other organizations, national or international.



## Horizon 2020 EuroCirCol Consortium Agreement

	members present or represented and voting. In case of a tie, the vote of the ISC chair prevails.
--	--

### 3.5 International Collaboration Board (ICB)

<b>Functions</b>	<p>The ICB reviews the resource needs of the FCC Study and finds matches within the collaboration. It aims at ensuring a geographically well-balanced and topically complementary network of contributions across the Participants.</p> <p>The ICB nominates International Steering Committee members after consultation and in agreement with the CERN Director-General.</p>
<b>Members</b>	<p>The ICB consists of one representative per Participant. Each representative is entitled to vote.</p> <p>The Host Organisation nominates two additional ICB members who are also entitled to vote and is thus represented in the ICB by three persons in total. These two additional ICB members also representing the Host Organisation in the International Steering Committee.</p> <p>The chair of the International Steering Committee shall be an ex officio member of the ICB without voting rights.</p> <p>The Study Leader and his/her deputy are ex officio members of the ICB without voting rights.</p> <p>The ICB elects its Chair from among its members.</p> <p>The deputy Study Leader acts as scientific secretary.</p>
<b>Meetings</b>	<p>The ICB meets at least once per year and more often upon written request by its Chair, the International Steering Committee or the Study Leader.</p> <p>The proceedings of the meetings are recorded in minutes. The minutes are distributed to all members of the board in draft form for approval at the following meeting. The minutes are made available to all members of the collaboration after approval.</p>
<b>Processes</b>	<p>The ICB shall strive for consensus decisions between the ICB members represented at the meetings. If consensus cannot be reached, decisions will be taken by a simple majority of the votes (highest number of votes cast exceeds the second-highest number) of the ICB members present or represented and voting. In case of a tie, the vote of the Chair prevails.</p>

### 3.6 International Advisory Committee (IAC)

<b>Functions</b>	The IAC shall review the scientific and technical progress of the FCC Study and shall submit scientific and technical recommendations to the International Steering Committee to assist and facilitate major technical decisions.
<b>Members</b>	<p>The IAC consists of up to twelve external experts, not actively participating in the FCC Study. For each key technological and scientific domain relevant to the FCC Study (accelerators, particle physics, experiments and detectors, engineering, key technologies) up to two persons can be appointed.</p> <p>The IAC members are proposed by the International Steering Committee and are appointed by the International Collaboration Board.</p> <p>Sub-groups of the IAC may convene for topical advisory committee sessions, to which additional external relevant experts can also be invited.</p>
<b>Meetings</b>	<p>The IAC meets at least once per year and more often upon written request by its chair, any member of the International Steering Committee, or the Study Leader.</p> <p>The proceedings of the meetings are recorded in minutes. The minutes are distributed to all members of the committee in draft form for approval at the following meeting. The minutes are made available to all members of the committee and to all members of the International Steering Committee after approval.</p>
<b>Processes</b>	The IAC formulates its recommendations through a consensus finding process.

### 3.7 Coordination Group

<p><b>Functions</b></p>	<p>The Coordination Group, as the main executive body of the project, coordinates the individual work packages and performs the day-to-day management of the FCC Study. The Coordination Group shall assist, and facilitate the work of, the International Steering Committee.</p> <p>The scope includes</p> <ul style="list-style-type: none"> <li>• organising the work at international level;</li> <li>• elaborating physics cases;</li> <li>• formulating key parameters for collider options and experiments;</li> <li>• conceiving conceptual designs for machine and infrastructure;</li> <li>• developing detector concepts;</li> <li>• identifying synergies with other relevant studies worldwide;</li> <li>• developing cost estimates;</li> <li>• proposing implementation scenarios.</li> </ul>
<p><b>Members</b></p>	<p>The members of the Coordination Group are proposed by the Host Organization and are appointed by the International Steering Committee.</p> <p>The Coordination Group is chaired by the Study Leader and his/her deputy.</p>
<p><b>Meetings</b></p>	<p>The Coordination Group meets at least once per month and more often upon written request by any member of the Coordination Group.</p> <p>The proceedings of the meetings are recorded in minutes. The minutes are distributed to all members of the group in draft form for approval at the following meeting. The minutes are made available to all members of the group after approval.</p>
<p><b>Processes</b></p>	<p>The Coordination Group formulates its recommendations to the relevant governance bodies through a consensus finding process.</p>

**Attachment 3: Background IP [Edms No. 1481182]**

**BACKGROUND IP DECLARATION**

*Instructions: Fill in the text parts marked in blue color and in curly brackets. Send the document by e-mail to [fcc.office@cern.ch](mailto:fcc.office@cern.ch). The Coordinator (CERN) will assign a document identifier, file the declaration in the Project's Document Management System and will return a released version of the document to the indicated contact person.*

<b>{Name of Participant}</b>	
The following Background IP is hereby identified and agreed upon for the H2020 EuroCirCol Project, grant number 654305. Specific limitations and/or conditions, shall be as mentioned hereunder:	
<b>Contact person:</b>	{First name, Last name}
<b>Contact person e-mail:</b>	{name@domain}
<b>Contact person phone number:</b>	{Phone number with country prefix}

*Instruction: Repeat table below for each distinct background IP to be declared to the Consortium*

<b>DESCRIPTION OF BACKGROUND IP</b>
{General description of background IP}
<b>Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement):</b>
{Specific limitations or "not applicable"}
<b>Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement):</b>
{Specific limitations or "not applicable"}

**Attachment 4: Accession document [Edms No. 1481235]**

**ACCESSION**

**of a new Party to the EuroCirCol Consortium Agreement, version {number}, {date}**

{NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement}

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

{NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement}

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

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

**For the European Organization of Nuclear  
Research (CERN)  
as the Coordinator**

**For “{Name of New Party}”**

---

{First Name, Last Name}  
{Function}

---

{First Name, Last Name}  
{Function}

Date:

---

Date:

---

### Attachment 5 – Reporting procedures

The reporting procedures described below shall be followed by the Beneficiaries in accordance with the H2020 Annotated Grant Agreement<sup>4</sup> and with any other instructions given by the Coordinator.

Hereafter:

**M** refers to the last day of the Month

**Y** refers to the last day of the Annum (12-month period)

**P** refers to the last day of the Reporting Period (defined in article 20.2 of the Grant Agreement)

The Beneficiaries shall provide Periodic Reports in accordance with the Grant Agreement and this Agreement, as well as Internal Activity Reports (IAR) in accordance with this Agreement.

Japanese participants are exempt from financial reporting to the EC, in compliance with Special Clause no.9 of the EC Grant Agreement.

In order to be able to perform periodic work and financial reporting in a timely and quality assured manner, adequate personnel resources need to be allocated to the following roles by the Beneficiaries during the project Period:

<b>Role</b>	<b>Description</b>
Administrative Coordination Officer (ACO)	Responsible for the timely collection, compilation and re-distribution of technical and financial input from the work package. Maintains regular communication with other Work Package and the Coordinator ACOs.
Finance Service Officer (FSO)	Responsible for personnel and material resource planning and tracking. In charge of compiling and preparing Internal Resource Utilisation Summaries and financial reporting to the EC as well as all communication related to financial matters with the Coordinator.
Communication Officer (CO)	Responsible to collect, prepare and disseminate information intended for the public.
Knowledge and Innovation Management Officer (KIO)	Responsible to liaise with the Coordinator's Knowledge Transfer and Innovation office to coordinate knowledge and innovation actions, including reporting of knowledge, innovation and IP rights management. Assess background of beneficiaries in the work package, collect and compile IP and technologies with innovation and exploitation potentials.
Gender Equality Officer (GEO)	Representative for gender related matters. Monitors gender aspects, share practice on gender equality and coordinate with the other GEOs on relevant, achievable and verifiable improvement actions.

Work Package Coordinators shall communicate the names and contact details of each role for each Work Package before the start of the project to the Coordinator and shall update the Coordinator in case of role re-assignments as soon as possible.

---

<sup>4</sup> [http://ec.europa.eu/research/participants/data/ref/h2020/grants\\_manual/amga/h2020-amga\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf)

## Horizon 2020 EuroCirCol Consortium Agreement

---

The Consortium shall produce the following reports during the Project period:

<b>Report type</b>	<b>Period at which information is reported to Coordinator</b>	<b>Date at which information is reported to Coordinator</b>
Internal Activity Report 1	M 10	March 31, 2016
IRUS 1	M 10	March 31, 2016
IRUS 2	M 18	November 30, 2016
Periodic Report 1	M 18 + 10 calendar days	December 10, 2016
IRUS 3	M 25	June 31, 2017
Internal Activity Report 2	M 25	June 31, 2017
IRUS 4	M 36	May 31, 2018
Periodic Report 2	M 36 + 10 calendar days	June 10, 2018
IRUS 5	M 48	May 31, 2019
Periodic Report 3	M 48 + 10 calendar days	June 10, 2019

### **Internal activity report 1**

Towards the end of the first year of the Project, each Beneficiary, Third Party and Associate Partner shall provide written information to the Task Leaders that is needed to prepare the Internal Activity Reports as described below.

Each Task Leader shall provide an Internal Activity Report (IAR) to the respective Work Package Coordinator with the following contents:

1. A concise description of the work performed on the Task until M10, achievements, problems encountered and corrective actions taken, as well as any major deviations from the original Description of Work.
2. Description of progress towards the defined deliverables and milestones, expected delays, if any, as well as reasons for such delays.
3. Plan for the work to be completed during the following year.

The IAR shall be submitted by the Task Leaders to the Work Package Coordinators at M10–14 calendar days at the latest.

The Work Package Coordinators shall validate the input received by the Task Leaders and shall produce an integrated and consolidated IAR for their Work Package with the content described above, and submit the report to the Coordinator at M10 at latest.

The Coordination Committee will verify the report for consistency with Annex 1 of the Grant Agreement, and will submit an annotated Project Activity Report to the Collaboration Board for final approval at the next scheduled Collaboration Board meeting. Following its approval, the Coordinator will release the second instalment of the EC pre-financing to the Beneficiaries (c.f. Art. 9.2) by Y1.

A template for the Internal Activity Reports will be provided by the Coordinator.

The consolidated Project Activity Report for Y1 will be provided to all Governance Bodies of the project. The content of the Internal Activity Report 1 will be used as basis for the Periodic Report due at M18, with appropriate updates and additions.

### **Internal activity report 2 (Mid-term report)**

Between Periodic Report 1 and Periodic Report 2, the Consortium produces an Internal Mid-term Activity Report at M25. This report will cover the scientific and technical progress from M19 to M25 inclusive.

The content and process to prepare this report corresponds to the Internal Activity Report 1, with notification from the Task Leaders to the Work Package Coordinators at M25-14 calendar days and with notification from the Work Package Coordinators to the Coordinator at M25.

The draft report will be reviewed and approved by the Coordination Committee and the Collaboration Board. A final version of the report will be distributed to all Governance Bodies before M28.

This Mid-term Activity report will be used as basis for the Periodic Report 2 due at M36, with appropriate updates and additions.

### **Internal resource utilisation summaries (IRUS)**

Beneficiaries shall submit, within the means at their disposal, to the Coordinator an Internal Resource Utilisation Summary (IRUS) at the planned periods (M10, M18, M25, M36, M48) giving an overview of its budget situation in tabular form – actually consumed and estimated remaining person months, estimated personnel costs, other direct costs and indirect costs per Work Package and in case of significant deviations from the originally planned resources (over-spending or under-spending exceeding 20%) a brief explanation. Individualized templates for the Internal Resource Utilisation Summaries will be provided by the Coordinator in time of each financial reporting exercise.

The Internal Resource Utilisation Summaries will be used by the project management and coordination team and the governance bodies for monitoring the use of personnel and material resources, and for the budget expenditure profile of the Beneficiaries, giving an indication for the project advancement and the use of resources.

The Internal Resource Utilisation Summaries need to be prepared by the finance service of each Beneficiary. They will not be forwarded to the EC and they do not undergo formal certification. The estimated costs reported in these summaries will not be subject to cost verifications and audits.

Costs, which will be reported and claimed on the official Individual Financial Statements need to be verified and may be subject to EC and/or external audits.



### **Periodic reports**

Each Periodic Report has to be submitted by the Coordinator to the EC within 60 days of the end of each reporting period, as defined in Art. 20.3 of the Grant Agreement.

#### Work package periodic reports:

Work Package Coordinators shall produce Periodic Reports for their Work Package for the reporting period concerned.

The Periodic Reports shall be submitted by the Work Package Coordinators to the Coordinator at P+10 calendar days at the latest. A template for these reports will be provided by the Project Coordinator.

#### Project periodic report:

The Project Coordinator shall prepare the Project Periodic Report based on the periodic reports produced by the Work Package Coordinators, integrating the input from the Beneficiaries concerning the use of personnel and material resources for the period concerned.

Periodic reports shall include

- an executive summary, suitable for public dissemination
- an overview of objectives and achievements of the whole project for the period
- work progress and achievements for each Work Package and Task
- a review of project deliverables and milestones (scope and time matching)
- a summary of project management activities
- a summary of communication and knowledge management activities
- a summary of gender equality actions
- an overview of the use of resources by the Beneficiaries during the reporting period (per Work Package and per Beneficiary)
- a summary financial statement report

The Project Periodic Reports will be sent to the members of the Coordination Committee and the members of the Collaboration Board for final approval before submission to the EC at P+30 calendar days.

#### Individual financial statements:

Each Beneficiary shall produce an individual financial statement (see Annex 4 of the Grant Agreement) for each reporting period.

The financial statements, including explanations on the use of resources per Work Package shall be signed by the finance department (service) of each Beneficiary and shall be submitted to the Coordinator in electronic format via the EC Portal at P+30 calendar days at the latest.

After the approval of the Coordinator, the Forms C of all Beneficiaries will be submitted electronically to the EC.

The Coordinator shall assemble the corresponding sections of the Periodic Report including an explanation of the overall use of resources and the summary financial report.

A Certificate on the Financial Statements shall be submitted at the end of the Project only by beneficiaries with total requested EC contribution for all periods equal to or greater than 325,000 Euros.

### Cost reporting model:

For the purpose of the financial reporting to the EC a cost budget without the estimated matching funds is presented in Annex 2 of the Grant Agreement.

The Individual Financial Summaries of each Beneficiary submitted to the EC will be based on the estimated budget documented in Annex 2 of the Grant Agreement. No other costs will be reported on Individual Financial Statements submitted to the EC.

It is up to each Beneficiary to decide which of the total estimated costs including matching funds will be reported and claimed for reimbursement by the EC, as long as these costs match the ones declared in Annex 2 of the Grant Agreement and where applicable the Cost Justification tables in Annex 1 of the Grant Agreement.

The Associate Partners will not submit any financial reports to the EC, and their costs will not be included in the official project reports to the EC.

### **Timesheets and personnel resource recording**

Personnel costs reported and claimed to the EC for reimbursement must satisfy the eligibility conditions set out in Art. 6 and Art. 18 of the Grant Agreement.

For all personnel participating in the Project having a contract with a Beneficiary, timesheets have to be recorded by the Beneficiaries on a regular, at least monthly basis. These timesheets shall be filled according to the accounting practice of each Beneficiary, in paper or electronic format. The timesheets have to demonstrate that all personnel costs are directly related to the Project for the reporting period and reflect the amount of actual hours with work for the project.

The obligation to record timesheets is dispensed only for persons who work exclusively for this project, according to Art. 18 of the Grant Agreement.

A template for timesheets, compliant with Art. 18 of the Grant Agreement is provided on the EC Participant Portal<sup>5</sup>. This template is not mandatory, and other templates can be used provided that they fulfil the minimum conditions and contains all the information specified in Art. 18 of the Grant Agreement.

---

<sup>5</sup> [http://ec.europa.eu/research/participants/data/ref/h2020/other/legal/templ/tmpl\\_time-records\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/other/legal/templ/tmpl_time-records_en.pdf)

### **Preparation and submission of Deliverable Reports (DR)**

Deliverable Reports (DRs), corresponding to the Deliverables indicated in Table WT2 (List of Deliverables) of the Description of Work (Annex 1 of the Grant Agreement), shall be produced by the Lead Beneficiary of the Deliverable concerned, under the coordination of the relevant Task Leaders and Work Package Coordinators. Each Deliverable has to be accompanied by a written report which must be sent to the European Commission.

A template for DRs will be provided by the Coordinator.

The DRs have to be submitted by the Lead Beneficiary to the Task Leader and Work Package Coordinator at the latest 20 calendar days before the due date indicated in the Description of Work. Any expected delay exceeding the due date shall be reported by the WP Coordinator(s) concerned to the Coordination Committee via the Coordinator as soon as possible, with a suitable justification.

Task Leaders and Work Package Coordinators shall review and validate each Deliverable Report, and submit it to the Coordinator at the latest 10 calendar days before the due date.

The Coordinator will forward each Deliverable Report to the Coordination Committee for comments and approval. If no comments are received within 7 calendar days of the provision of each DR, the Report shall be deemed approved.

All approved DRs shall be submitted by the Coordinator to the European Commission and made available on the EuroCirCol Document Management System (public or restricted for internal use, depending on the level of confidentiality of the Report).

**The reporting procedures and schedule described in this Attachment may be reviewed by the EuroCirCol Collaboration Board after the first year of the project.**

**Attachment 6 - List of Third Parties for simplified transfer**

**The University of Oxford's wholly-owned technology transfer company:**

Isis Innovation Ltd  
Ewert House, Ewert Place  
Summertown  
Oxford  
OX2 7SG  
United Kingdom

Tel: +44 1865 280830

Fax: +44 1865 280831

Email: [innovation@isis.ox.ac.uk](mailto:innovation@isis.ox.ac.uk)

url: <http://www.isis-innovation.com>

Company number: 2199542

Registered office: University Offices, Wellington Square, Oxford OX1 2JD