

DRAFT

24 August 2016

# **RADSAGA**

**Horizon 2020 Programme  
CONSORTIUM AGREEMENT  
Grant Agreement number 721624**

## **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 1 March 2017, 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 Dr. Fabiola Gianotti, the Coordinator and Beneficiary,

and the other Beneficiaries

2) **3D PLUS SA**, having its seat in Buc, France, duly represented by its President Mr. Pierre Maurice,

3) **AIRBUS GROUP SAS**, having its seat in Toulouse, France, duly represented by its Vice-President, France Sites Coordinator for Airbus Group Innovations, Mr. Didier Guédra-Degeorges,

4) **JYASKYLAN YLIOPISTO**, having its seat in Jyväskylä, Finland, duly represented by **TBD**,

5) **KATHOLIEKE UNIVERSITEIT LEUVEN**, for the purposes of this Consortium Agreement represented by KU Leuven Research & Development, having its seat in Leuven, Belgium, duly represented by its General Manager, Paul Van Dun, and its Head of European Projects, Dr. Elke Lammertyn,

6) **RIJKSUNIVERSITEIT GRONINGEN**, a governmental organisation organised under the laws of the Netherlands, having its seat in Groningen, The Netherlands, duly represented by its President, Prof. Dr. Sibrandes Poppema,

7) **UNIVERSITE DE MONTPELLIER**, having its seat in Montpellier, France, duly represented by **TBD**,

8) **FRIEDRICH-ALEXANDER UNIVERSITAET ERLANGEN NUERNBERG**, having its seat in Erlangen, Germany, duly represented by its Head of EU office, Ms. Ulrike Hoffmann,

hereinafter, jointly or individually, referred to as "Parties" or "Party", including the Coordinator

relating to the Action entitled

**“RADiation and reliability challenges for electronics used in Space, Avionics,  
on the Ground and in Accelerations (RADSAGA)”**

hereinafter referred to as the “Project”,

**WHEREAS:**

## **Horizon 2020 RADSAGA Consortium Agreement**

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The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020) under the funding scheme of “Marie Skłodowska-Curie Innovative Training Networks – ITN”,

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

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement (Version 1.2, February 2016),

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

### **Section 1: Definitions**

#### 1.1 Definitions

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

#### 1.2 Additional Definitions

“Beneficiary” means a signatory to the Grant Agreement.

“Consortium Body” means the management bodies described in the Governance structure section of this Consortium Agreement.

“Consortium Plan” means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Supervisory Board.

"Funding Authority" means the EU Commission body awarding the grant for the Project.

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

“Needed” means:

For the implementation of the Project:

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

For exploitation of own Results:

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

“Partner Organisation” means an entity that is not a Beneficiary but contributes to the Project with activities set out in Annex 1 of the Grant Agreement.

“Software”

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

The terms “Career Development Plan”, “Early Stage Researcher (ESR)” and “Secondment” shall be used in accordance with their descriptions in the Grant Agreement, the “Guide for Applicants – Marie Skłodowska-Curie Actions” (Version Number: 2015.1) and in the “Horizon 2020 Work Programme 2014 – 2015” as decided by the European Commission in Decision C (2013)8631 of 10 December 2013.

### **Section 2: Purpose**

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

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

#### 3.1 Entry into force

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

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

An entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 3) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

#### 3.2 Duration and termination

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

If the Grant Agreement

- is not signed by the Funding Authority or a Party, or
- is terminated,

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

### 3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Supervisory Board 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

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

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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

### 4.2 Breach

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

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

### 4.3 Involvement of third parties

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

third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

## **Section 5: Liability towards each other**

### **5.1 No warranties**

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

Therefore,

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

### **5.2 Limitations of contractual liability**

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

For any remaining liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once a Party's Project share, except for personal injury or death and liability from gross negligence or wilful misconduct.

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

### **5.3 Damage caused to third parties**

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

### **5.4 Force Majeure**

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

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

## **Section 6: Governance structure**

### 6.1 General structure

The organisational structure of the project shall comprise the following bodies:

**Supervisory Board** as the ultimate decision-making body of the consortium

**Executive Committee** as the supervisory body responsible for the execution of the Project reporting to and being accountable to the Supervisory Board

**Selection Committee** as the body responsible for the guidance to the Parties in their selection and appointment of the ESRs and for the monitoring of the gender balance and equal opportunities

**Training and Outreach Office** as the body responsible for the organisation of the courses and network-wide training event program, the development of all Careers Development Plans together with the ESR supervisors, and for the administration of the training credits for the ESRs

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

The governance provisions set out in this Consortium Agreement shall apply to the Supervisory Board and the Executive Committee (Consortium Bodies).

### 6.2 General operational procedures for the Consortium Bodies

#### 6.2.1 Representation in meetings

Each Party:

- should be represented at any meeting of such Consortium Body (the representative hereinafter referred to as "Member");
- may appoint a substitute or a proxy to attend and vote at any meeting; and
- shall ensure that the Member representing him participates in a cooperative manner in the meetings.

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6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	At least once a year	At any time upon written request of the Executive Committee or 1/3 of the Members of the Supervisory Board
Executive Committee	At least twice per year	At any time upon written request of any Member of the Executive Committee

6.2.2.2 Notice of a meeting:

The chairperson of a Consortium Body, or upon his or her request and behalf the Project assistant of the Coordinator, shall give notice in writing of a meeting and send the agenda to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Supervisory Board	21 calendar days	14 calendar days
Executive Committee	14 calendar days	7 calendar days

6.2.2.3 Adding agenda items:

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

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

Supervisory Board	7 calendar days, 4 calendar days for an extraordinary meeting
Executive Committee	4 calendar days

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

6.2.2.6 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.4.2.

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

6.2.2.9 Decisions taken without a meeting shall be considered as accepted if, within the period set out in Section 6.3.1.3.4, no Member has sent an objection in writing to the chairperson. They will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

### 6.2.3 Voting rules and quorum

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

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 14 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

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

6.2.3.3 A Party which the Supervisory Board has declared to be a Defaulting Party may not vote.

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

### 6.2.4 Minutes of meetings

6.2.4.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He, or on his request or his behalf the Project assistant of the Coordinator, shall send the draft minutes to all Members within 14 calendar days of the meeting.

6.2.4.2 The minutes shall be considered as accepted if, within 14 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

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

### 6.3 Specific operational procedures for the Consortium Bodies

#### 6.3.1 Supervisory Board

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

##### 6.3.1.1 Members

6.3.1.1.1 The Supervisory Board shall consist of one representative of each Party (hereinafter Supervisory Board Members), one representative of each Partner Organisation, the EU representative, a designated university advisor, and one representative of the Early Stage Researchers.

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

6.3.1.1.3 The chairperson for all meetings of the Supervisory Board shall be decided upon by the Supervisory Board Members at the first meeting of the Supervisory Board.

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

##### 6.3.1.2 Decisions

The Supervisory Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Executive Committee shall also be considered and decided upon by the Supervisory Board.

The following decisions shall be taken by the Supervisory Board:

#### Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Allocation of the “common pot” between the different Parties
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 4 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 5 (Identified Affiliated Entities)

#### Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party’s participation in the consortium and measures relating thereto
- Proposal to the 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,

subject to such proposals and changes being within the limit of each Party's allocated share and activities as described in the Consortium Plan.

#### 6.3.1.3 Veto rights

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

6.3.1.3.2 When the decision is foreseen on the original agenda, a Supervisory Board Member representing the Party concerned at the Supervisory Board may veto such a decision during the meeting only.

6.3.1.3.3 When a decision has been taken on a new item added to the agenda before or during the meeting, the Supervisory Board Member representing the Party concerned at Supervisory Board may veto such decision during the meeting and within 14 calendar days after the draft minutes of the meeting are sent.

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

6.3.1.3.5 In case of exercise of veto, the Supervisory Board Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

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

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

#### 6.3.2 Executive Committee

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

##### 6.3.2.1 Members

The Executive Committee shall consist of the RADSAGA Project Coordinator, all work package leaders, the chair of the training and Outreach Office, the chair of the Selection Committee, and the relevant representatives of the Administrative Unit (hereinafter Executive Committee Members).

The RADSAGA Project Coordinator shall chair all meetings of the Executive Committee.

##### 6.3.2.2 Minutes of meetings

Minutes of Executive Committee meetings, once accepted, shall be sent by the Coordinator to the Supervisory Board Members for information.

### 6.3.2.3 Tasks

6.3.2.3.1 The Executive Committee shall prepare the meetings, propose decisions and prepare the agenda of the Supervisory Board according to Section 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Executive Committee shall be responsible for the proper execution and implementation of the decisions of the Supervisory Board.

6.3.2.3.4 The Executive Committee shall monitor the effective and efficient implementation of the Project.

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

6.3.2.3.6 The Executive Committee shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29
- coordinate the execution of all Work Packages
- assist the Parties in their recruitment of the Early Stage Researchers.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the Supervisory Board, the Executive Committee shall advise the Supervisory Board on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

### 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 this 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 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

- organising a mid-term review meeting between the Parties and the Funding Authority before the deadline for the submission of the report RP1 (reporting period)
- arranging any amendments to the Grant Agreements, as proposed by the Supervisory Board, with the Funding Authority.

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

6.4.3 If the Coordinator fails in its coordination tasks, the Supervisory Board may propose to the Funding Authority to change the Coordinator.

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

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

6.4.6 The Coordinator shall be supported by an Administrative Unit at CERN to assist in the administration of the Project.

### **Section 7: Financial provisions**

#### 7.1 General Principles

##### 7.1.1 Availability of Funds

Notwithstanding paragraph 7.1.2 below and the Consortium Plan, each Party shall ensure that it has at all times the necessary funds available to fulfil its obligations under the Grant Agreement and this Consortium Agreement.

##### 7.1.2 Distribution of Financial Contribution

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 payment in Section 7.3.

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

##### 7.1.3 Justifying Costs

In accordance with its own usual accounting and managing 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.

#### 7.1.4 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

#### 7.1.5 Return of excess payments; receipts

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

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

#### 7.1.5 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except, if applicable, 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 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

#### 7.2 Payments

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Funding Authority's contribution to the Project separated from its normal business accounts.

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

Funding of costs included in the Consortium Plan will be paid to the Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement.

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.

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 when this is suggested by or agreed with the Funding Authority.

7.3 The Consortium agrees to distribute the budget as follow:

Each Party will receive the following amounts per month per recruited ESR:

- Living allowance (3110 € x country correction coefficient)
- Mobility allowance (600 €)
- Family allowance for ESRs with family (500 €)

For research, training and networking costs, the total amount is 1800 € /ESR month. Out of this amount:

- Each Party will receive 1500 € /ESR month for Project activities.
- The remaining 300 € /ESR month will be held in a central “common pot” to cover the costs of Parties and Partner Organisations for organising workshops, conferences, training events and annual meetings. According to the decisions by the Supervisory Board, the Coordinator will manage the common pot and will reimburse out of this common pot the actual expenses incurred by the Parties and Partner Organisations in accordance with Annex I of the Grant Agreement. The payments from the common pot will be included in the distribution of the interim and final payments. During the Project, the Coordinator will report to the Supervisory Board on the use of the common pot. At the end of the Project, any unused funds from the common pot will be returned to the Parties as part of their research, training and networking budget.

For Management and indirect costs, the total amount is 1200 € /ESR month. Out of this amount:

- Each Party will receive 740 € /ESR month.
- The Coordinator will retain 460 € /ESR month to cover the costs of the day-to-day management of the consortium.

## Section 8: Results

### 8.1 Ownership of Results

Results are owned by the Party that generates them.

### 8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties(without any right to sub-license), if the other joint owners are given:
  - (a) at least 45 calendar days advance notice; and

(b) Fair and Reasonable compensation.

### 8.3 Transfer of Results

8.3.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.3.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (4) 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.

8.3.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (4) after signature of this Agreement requires a decision of the Supervisory Board.

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

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

### 8.4 Dissemination

8.4.1 Nothing in this Section 8.4 has an impact on the confidentiality obligations set out in Section 10.

#### 8.4.2 Dissemination of own Results

8.4.2.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 14 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 7 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2 An objection is justified if

(a) the protection of the objecting Party's Results or Background would be adversely affected; or

(b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

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

The objecting Party can request a publication delay of not more than 30 calendar days from the time it raises such an objection. After 30 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

### 8.4.3 Dissemination of another Party's unpublished Results or Background

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

### 8.4.4 Cooperation obligations

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

### 8.4.5 Use of names, logos or trademarks

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

## Section 9: Access Rights

### 9.1 Background included

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

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

9.1.2 Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Supervisory Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.

### 9.2 General Principles

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

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

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

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

9.2.6 All requests for Access Rights shall be made in writing.

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

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

### 9.3 Access Rights for implementation

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

### 9.4 Access Rights for exploitation

9.4.1 Access rights to Results for internal non-commercial research activities shall be granted on a royalty-free basis

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

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

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

### 9.5 Access Rights for Affiliated Entities

Affiliated Entities shall have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4 if they are identified in Attachment 5 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 5. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights shall in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse. Further arrangements with Affiliated Entities may be negotiated in separate agreements.

### 9.6 Access Rights for Parties entering or leaving the consortium

#### 9.6.1 New Parties entering the consortium

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

#### 9.6.2 Parties leaving the consortium

##### 9.6.2.1 Access Rights granted to a leaving Party

###### 9.6.2.1.1 Defaulting Party

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

###### 9.6.2.1.2 Non-defaulting Party

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

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

###### 9.6.2.2 Access Rights to be granted by any leaving Party

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

### 9.7 Specific Provisions for Access Rights to Software

The general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

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

**Section 10: Non-disclosure of information**

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

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

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

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

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information in order to comply with mandatory applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

10.6 Each 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.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with mandatory 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 11: Appointment of ESRs/ Secondments/Secondment Agreements with Partner Organisations**

11.1 Subject to Article 11.2 each Party shall be solely responsible for the ESRs appointed by it under the project, and it shall ensure that its ESRs participate in the Project activities, in particular in all Project training events. Each Party shall appoint competent ESRs to perform the project work. Each Party shall be responsible for ensuring that the ESRs participating in the project enter into a written contract with it and that the title and ownership of the Intellectual Property Rights relating to the Results will be vested in the Party concerned and that the ESRs comply with the confidentiality obligations defined in this Consortium Agreement.

11.2 In case an ESR appointed by one Party temporarily carries out work under this Consortium Agreement on the premises of another Party or of a Partner Organisations (Secondment), the following provisions shall apply:

- (a) The ESRs seconded shall be subject to all regulations, including, in particular safety regulations, applicable on the site of the Party or Partner Organisation where they are seconded to.
- (b) The ESRs seconded by a Party to another Party or Partner Organisation shall remain employees of the Party having seconded them and such Party, as employer, shall bear exclusive responsibility for the payment of salary and shall ensure that the ESR has adequate social security and insurance, including Third Party liability insurance and health insurance.
- (c) Unless otherwise agreed by the Parties concerned, Results generated by an ESR seconded by a Party to another Party or Partner Organisation shall be owned by the Party having Seconded the ESR.

11.3 Any Secondment under the Project shall be carried out in accordance with Annex I of the Grant Agreement, decisions taken by the Supervisory Board under this Consortium Agreement, and with Sections 8, 9, 10 and 11 of this Consortium Agreement.

## **Section 12: Import/Export Licenses**

Each Party shall be solely responsible for obtaining, if applicable, the necessary import and export licences from the relevant national authority in its territory, for its activities under this Project, in compliance with Article 34 of the Grant Agreement.

## **Section 13: Miscellaneous**

### 13.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and  
Attachment 1 (Background included)  
Attachment 2 (RADSAGA budget distribution table)  
Attachment 3 (Accession document)  
Attachment 4 (List of Third Parties for simplified transfer according to Section 8.2.2)  
Attachment 5 (Identified Affiliated Entities)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

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

### 13.2 No representation, partnership or agency

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

### 13.3 Notices and other communication

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

#### Formal notices:

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

#### Other communication:

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

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

#### 13.4 Assignment and amendments

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

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

#### 13.5 Mandatory national law

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

#### 13.6 Language

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

#### 13.7 Applicable law

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

#### 13.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

## **Section 14: 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 RADSAGA Consortium Agreement**

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<b>European Organization for Nuclear Research (CERN)</b>	
Name:	<b>Dr. Fabiola Gianotti</b>
Title:	<b>Director-General</b>
Signature:	
Date:	

**Horizon 2020 RADSAGA Consortium Agreement**

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<b>3D Plus SA</b>	
Name:	<b>Pierre Maurice</b>
Title:	<b>President</b>
Signature:	
Date:	

**Horizon 2020 RADSAGA Consortium Agreement**

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<b>Airbus Group SAS</b>	
Name:	<b>Mr. Didier Guédra-Degeorges</b>
Title:	<b>Vice-President, France Sites Coordinator for Airbus Group Innovations</b>
Signature:	
Date:	

**Horizon 2020 RADSAGA Consortium Agreement**

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<b>Jyaskylan Yliopisto</b>	
Name:	<b>TBD</b>
Title:	<b>TBD</b>
Signature:	
Date:	

## Horizon 2020 RADSAGA Consortium Agreement

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<b>Katholieke Universiteit Leuven</b>	
Name:	<b>Dr. Elke Lammertyn</b> <b>Paul Van Dun</b>
Title:	<b>Head of European Projects</b> <b>General Manager</b> <b>KU Leuven Research &amp; Development</b>
Signature:	
Date:	
Name:	<b>Prof. Paul Leroux</b>
Title:	<b>Senior Academic Staff</b> <b>Scientist-in-charge</b>
Signature:	
Date:	

## Horizon 2020 RADSAGA Consortium Agreement

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<b>Rijksuniversiteit Groningen</b>	
Name:	<b>Prof. Dr. Sibrandes Poppema</b>
Title:	<b>President</b>
Signature:	
Date:	

## Horizon 2020 RADSAGA Consortium Agreement

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<b>Université de Montpellier</b>	
Name:	<b>TBD</b>
Title:	<b>TBD</b>
Signature:	
Date:	

## Horizon 2020 RADSAGA Consortium Agreement

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<b>Friedrich-Alexander Universität Erlangen-Nürnberg</b>	
Name:	<b>Ulrike Hoffmann</b>
Title:	<b>Head of EU office</b>
Signature:	
Date:	

**Attachment 1: Background included**

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

**CERN**

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
- Know-how for special qualification procedures in the CHARM/CC60 test facilities	none	none
- Know-how in the design and deployment of RadMon	none	none

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

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**3D Plus SA**

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
- 3D module design	none	none
- Electrical test and 3D technology development	none	none

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

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**Horizon 2020 RADSAGA Consortium Agreement**

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**Airbus Group SAS**

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
- Laser test facility to simulate radiation effects in electronic devices	none	none
- Fault injection platforms to simulate fault propagation in complex devices	none	none
- Test bench to perform accelerated ageing of electronic components (power and digital)	none	none
- MC DASIE and METIS software code for prediction of radiation effects in electronic devices	none	none

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

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**Jyaskylan Yliopisto**

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
- Heavy-ion and proton beam lines as well as a Clinac electron accelerator	none	none

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

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## Horizon 2020 RADSAGA Consortium Agreement

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### Katholieke Universiteit Leuven

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
- dedicated integrated circuit techniques for single-event and total dose radiation hardening	none	none

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

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### Rijksuniversiteit Groningen

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
- K600 Cyclotron with an in-air beamline available for irradiations with light- and heavy-ions at the KVI-Centre for Advanced Radiation Technology	none	none
- State-of-the-art gamma-spectroscopy set-ups for activation analysis of irradiated components	none	none

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

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## Horizon 2020 RADSAGA Consortium Agreement

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### Université de Montpellier

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
- Cobalt 60 and X-ray sources for TID testing	none	none
- Two-Photon laser beam for SEE testing	none	none
- Simulation tools: TCAD Synopsys, SPICE	none	none

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

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**Horizon 2020 RADSAGA Consortium Agreement**

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**Friedrich-Alexander Universität Erlangen-Nürnberg**

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
- Laboratories on radio communication test, radiation test monitoring, power electronics and wafer probing	none	none
- Hardware acceleration and distributed computing for complex electromagnetic field simulations (CST Microwave Studio), circuit & system simulation (Keysight ADS) and PCB design (Altium)	none	none
- Hardware rapid prototyping	none	none

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

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## Horizon 2020 RADSAGA Consortium Agreement

### Attachment 2: RADSAGA budget distribution table

RADSAGA - Official Consortium Budget

11/07/2016

	1	2	3	4	5	
	Living Allowance	Mobility allowance	Family allowance	Research, training and networking costs	Management and overheads	GRAND TOTAL
CERN *	253,253.52	43,200.00	18,000.00	129,600.00	86,400.00	530,453.52
3D Plus	124,275.60	21,600.00	9,000.00	64,800.00	43,200.00	262,875.60
AIRBUS	124,275.60	21,600.00	9,000.00	64,800.00	43,200.00	262,875.60
JYU	261,090.72	43,200.00	18,000.00	129,600.00	86,400.00	538,290.72
KU LEUVEN	447,840.00	86,400.00	36,000.00	259,200.00	172,800.00	1,002,240.00
RUG	116,774.28	21,600.00	9,000.00	64,800.00	43,200.00	255,374.28
UM	372,826.80	64,800.00	27,000.00	194,400.00	129,600.00	788,626.80
FAU	110,616.48	21,600.00	9,000.00	64,800.00	43,200.00	249,216.48
<b>Total</b>	<b>1,810,953.00</b>	<b>324,000.00</b>	<b>135,000.00</b>	<b>972,000.00</b>	<b>648,000.00</b>	<b>3,889,953.00</b>

### RADSAGA - Consortium Budget Updated - Budget for Workshop expenses + Management Activity

<b>4 Bis : Central budget "Common pot" for Networkwide events</b>	
ESR (nbr Months):	540
Research and Training	<b>300 € per month</b>
<b>Central budget:</b>	<b>€162,000.00</b>

	1	2	3	4	4Bis	5	NEW EU contribution		# of researcher mnths	Monthly allowance R&T
	Living Allowance	Mobility allowance	Family Allowance	Research, Training and Networking costs	Conference, Worshop, and events (associate partners)	Management & Indirect costs	GRAND TOTAL	country	ESR	
CERN *	253,253.52	43,200.00	18,000.00	108,000.00		301,680.00	724,133.52	Switzerland	72	1,500 €
3D Plus	124,275.60	21,600.00	9,000.00	54,000.00		26,640.00	235,515.60	France	36	1,500 €
AIRBUS	124,275.60	21,600.00	9,000.00	54,000.00		26,640.00	235,515.60	France	36	1,500 €
JYU	261,090.72	43,200.00	18,000.00	108,000.00		53,280.00	483,570.72	Finland	72	1,500 €
KU LEUVEN	447,840.00	86,400.00	36,000.00	216,000.00		106,560.00	892,800.00	Belgium	144	1,500 €
RUG	116,774.28	21,600.00	9,000.00	54,000.00		26,640.00	228,014.28	Netherlands	36	1,500 €
UM	372,826.80	64,800.00	27,000.00	162,000.00		79,920.00	706,546.80	France	108	1,500 €
FAU	110,616.48	21,600.00	9,000.00	54,000.00		26,640.00	221,856.48	Germany	36	1,500 €
<b>Common POT *</b>					162,000.00		162,000.00			
<b>Total</b>	<b>1,810,953.00</b>	<b>324,000</b>	<b>135,000</b>	<b>810,000</b>	<b>162,000.00</b>	<b>648,000.00</b>	<b>3,889,953.00</b>		540	

\* Common pot management by CERN

<b>460.00</b>	<b>Portion of Central Management</b>
<b>140.00</b>	<b>Portion of Management per beneficiary</b>
<b>600.00</b>	<b>Portion of Overheads</b>

**Attachment 3: Accession document**

**ACCESSION**

**of a new Party to**

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

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

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

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

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

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

**[Date and Place]**

**[INSERT NAME OF THE NEW PARTY]**

Signature(s)

Name(s)

Title(s)

**[Date and Place]**

**[INSERT NAME OF THE COORDINATOR]**

Signature(s)

Name(s)

Title(s)

**Attachment 4: List of Third Parties for simplified transfer according to Section 8.2.2.**

**Attachment 5: Identified Affiliated Entities according to Section 9.5**

**For Airbus Group SAS:**

**Airbus SAS**

Registered office: 1 Rond-Point Maurice Bellonte - 31707 Blagnac - France,  
and:

- Airbus Operations SAS  
Registered office: 316, route de Bayonne - 31060 Toulouse - France,
- Airbus Operations GmbH  
Registered office: Kreetstag - 10 D - 21129 - HAMBURG - Deutschland,
- Airbus Operations SI  
Registered office: avenida de John Lennon - S/N - Getafe - España,
- Airbus Operations Ltd  
Registered office: New Filton - House, Filton, Bristol BS 997 AR - UK.

**Airbus Defence and Space GmbH,**

(in particular for its department Airbus Group Innovations)

Registered office: Willy Messerschmitt Strasse, D, 85521, Ottobrunn, München, Deutschland.

**Airbus Group Limited,**

(in particular its department “Airbus Group Innovations”)

Registered office: Wellington House, 125-130 Strand - London WC2R 0AG - England.

**Airbus Helicopters**

Registered office: Aéroport de Marseille-Provence - 13725 Marignane - France.

**Airbus Helicopters GmbH**

Registered office: Industriestrasse 4, 86609 Donauwörth, Germany

**Airbus Defence and Space SAS**

Registered office: 51-61 route de Verneuil - 78130 Les Mureaux - France,

**Airbus Safran Launchers SAS**

Registered office: 60-62 rue Camille Desmoulins, 92130 Issy-les-Moulineaux.

**Airbus Defence and Space, S.A.**

Registered office: Ava de Aragon - 404 - 28022 Madrid - España.

**Airbus Group Singapore Pte Ltd**

Registered office: 16 Collyer Quay, #08-00, Singapore 049318

**Airbus Group Innovations Sk LLC,**

Registered office: Building 1b, 4th floor, Pokrovsky boulevard 3, Moscow, 109028, Russian Federation

**Testia France**

Registered office: 18 rue Marius Tercé - 31300 Toulouse - France

**VoltAir (SAS)**

Registered office: 12 rue Pasteur, 92150 Suresnes, France

**Airbus Group, Inc. and Airbus Group HQ, Inc.**

Registered office: 2550 Wasser Terrace, Suite 9000, Herndon, Virginia 20171 (USA)

**STELIA Aerospace (SAS)**, whose registered office is at Zone industrielle de l'Ancien Arsenal, 17300 Rochefort, France;

**Premium AEROTEC GmbH**, whose registered office is at Haunstetter Straße 225, 86179 Augsburg, Germany.