



iAtlantic

INTEGRATED ASSESSMENT OF ATLANTIC
MARINE ECOSYSTEMS IN SPACE AND TIME

CONSORTIUM AGREEMENT

4

Table of Content

CONSORTIUM AGREEMENT3

1 Section: Definitions6

2 Section: Purpose7

3 Section: Entry into force, duration and termination7

4 Section: Responsibilities of Parties8

5 Section: Liability towards each other9

6 Section: Governance structure10

7 Section: Financial provisions17

8 Section: Results19

9 Section: Access Rights21

10 Section: Non-disclosure of information24

11 Section: Miscellaneous25

12 Section Signatures27

Attachment 1: Background included60

Attachment 2: Accession document80

Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.281

Attachment 4: Identified Affiliated Entities according to Section 9.582

Attachment 5: Template Non-Disclosure Agreement83



CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as the "Rules for Participation"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 1st June 2019, hereinafter referred to as the "Effective Date"

BETWEEN:

1. **THE UNIVERSITY OF EDINBURGH (UEDIN)**, Old College, South Bridge, Edinburgh EH8 0YL, UK
the Coordinator

2. **FUNDAÇÃO UNIVERSIDADE DO VALE DO ITAJAI (UNIVALI)**, established in RUA URUGUAI 458 ITAJAI, SANTA CATARINA, CEP 88302901, Brazil,

3. **UNIVERSITY OF THE WESTERN CAPE (UWC)**, established in MODDERDAMM ROAD, BELLVILLE 7535, South Africa,

4. **INSTITUTO ESPAÑOL DE OCEANOGRAFÍA (IEO)**, established in CORAZON DE MARIA 8, MADRID 28002, Spain, VAT number: ESQ28230011,

5. **IMAR- INSTITUTO DO MAR (IMAR)**, established in RUA PROF DR FREDERICO MACHADO 4 DEPARTAMENTO DE OCEANOGRAFIA E PESCAS UNIV DOS ACORES, HORTA 9900 138, Portugal, VAT number: PT502776463,

6. **SEASCAPE CONSULTANTS LTD (SC)**, established in BELBINS VALLEY BELBINS, ROMSEY HAMPSHIRE SO51 0PE, United Kingdom, VAT number: GB111555352,

7. **INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER (IFREMER)**, established in 1625 ROUTE DE SAINTE ANNE ZONE INDUSTRIELLE DE LA POINTE DU DIABLE, PLOUZANE 29280, France, VAT number: FR46330715368,

8. **UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)**, established in POLARIS HOUSE NORTH STAR AVENUE, SWINDON SN2 1FL, United Kingdom, VAT number: GB287461957,

9. **GEOMAR HELMHOLTZ ZENTRUM FUER OZEANFORSCHUNG KIEL (GEOMAR)**, established in WISCHHOFSTRASSE 1-3, KIEL 24148, Germany, VAT number: DE281295378,

10. **HERIOT-WATT UNIVERSITY (HWU)**, established in Riccarton, EDINBURGH EH14 4AS, United Kingdom, VAT number: GB270800579,
11. **UNIVERSITAET BREMEN (UNIHB)**, established in Bibliothekstrasse 1, BREMEN 28359, Germany, VAT number: DE811245070,
12. **UNIVERSIDADE DE SAO PAULO (USP)**, established in RUA DA REITORIA 109 BUTANTA, SAO PAULO SP 05508 900, Brazil, VAT number: BRQ081001J60,
13. **UNIVERSITY OF KWAZULU-NATAL (UKN)**, established in University Road, Chiltern Hills, WESTVILLE 3630, South Africa, VAT number: ZA4860209305,
14. **THE SCOTTISH ASSOCIATION FOR MARINE SCIENCE LBG (SAMS)**, established at SCOTTISH MARINE INSTITUTE, DUNBEG OBAN PA37 1QA, United Kingdom, VAT number: GB828957961,
15. **CONSEJO NACIONAL DE INVESTIGACIONES CIENTIFICAS Y TECNICAS (CONICET)**, established in GODOY CRUZ 2290, BUENOS AIRES C1425FQB, Argentina, VAT number: AR30546660385,
16. **UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (UCC)**, a body incorporated under charter with its seat at Western Road, Cork,, Ireland, VAT number: IE0006286E,
17. **UNIVERSIDADE FEDERAL DO ESPÍRITO SANTO (UFES)**, established in Av. Fernando Ferrari – Campus Universitário Goiabeiras 514, Vitória - ES 29060970, Brazil,
18. **NELSON MANDELA UNIVERSITY (NMU)**, established in UNIVERSITY WAY SUMMERSTRAND, PORT ELIZABETH 6001, South Africa, VAT number: ZA4100113424,
19. **GOETEBORGS UNIVERSITET (UGOT)**, established in VASAPARKEN, GOETEBORG 405 30, Sweden, VAT number: SE202100315301,
20. **UNIVERSIDADE FEDERAL DE SANTA CATARINA (UFSC)**, established in CAMPUS UNIVERSITARIO TRINDADE, FLORIANOPOLIS 88040-900, Brazil,
21. **UNIVERSITY OF CAPE TOWN (UCT)**, established in Bremner Building, Lower Campus, Lovers' Walk, Rondebosch, 7700, South Africa, VAT number: 4540125707,,
22. **SEASCAPE BELGIUM (SBE)**, established in KINDERMANSSTRAAT 14 BUS 19, BRUSSEL 1000, Belgium, VAT number: BE0675792565,

23. **TMG RESEARCH GGMBH (TMG)**, established in EUREF-CAMPUS 6-9, 4. OG, BERLIN 10829, Germany, VAT number: DE311653675,
24. **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)**, established in RUE MICHEL ANGE 3, PARIS 75794, France, VAT number: FR40180089013,
25. **SORBONNE UNIVERSITE (SU)**, established in 21 RUE DE L'ECOLE DE MEDECINE, PARIS 75006, France, VAT number: FR90130023385,
26. **AARHUS UNIVERSITET (AU)**, established in NORDRE RINGGADE 1, AARHUS C 8000, Denmark, VAT number: DK31119103,
27. **ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FUR POLAR- UND MEERESFORSCHUNG (AWI)**, established in AM HANDELSHAFEN 12, BREMERHAVEN 27570, Germany, VAT number: DE114707273,
28. **UNIVERSITY COLLEGE LONDON (UCL)**, established in GOWER STREET, LONDON WC1E 6BT, United Kingdom, VAT number: GB524371168,
29. **HAFRANNSOKNASTOFNUN, RANNSOKNA- OG RADGJAFARSTOFNUN HAFS OG VATNA (MFRI)**, established in SKULAGOTU 4, REYKJAVIK 101, Iceland, VAT number: IS124713,
30. **TEMPLE UNIVERSITY-OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (TEMPLE)**, established in N. Broad Street 1601, Philadelphia 19122, United States, as 'beneficiary not receiving EU funding',
31. **GIANNI MATTHEW (GC)**, established in CLIOSTRAAT 29 2, AMSTERDAM 1077 KB, Netherlands, VAT number: NL228467275B01,
32. **NATIONAL RESEARCH FOUNDATION (NRF)**, established in MEIRING NAUDE ROAD BRUMMERIA, PRETORIA 0001, South Africa,
33. **OREGON STATE UNIVERSITY (OREGON SU)**, established in 312 KERR ADMIN BLDG, CORVALLIS 97331 2140, United States, as 'beneficiary not receiving EU funding',

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

relating to the Action entitled

Integrated Assessment of Atlantic Marine Ecosystems in Space and Time



in short

iATLANTIC

hereinafter referred to as the "Project"

WHEREAS:

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)

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 Funding Authority (hereinafter referred to as the "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Section: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Consortium Body":

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

"Consortium Plan"

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 General Assembly.

"Funding Authority"

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

"Defaulting Party"

Defaulting Party means a Party which the General Assembly 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.

"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.

2 Section: 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.

3 Section: 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.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) 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
- the Grant Agreement is terminated, or
- 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 General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Section: 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.

Each Party is responsible for ensuring that their collection, processing and sharing of personal data and / or special categories of personal data are in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation). Each Party will therefore ensure the legal foundation for the data and ensure the contractual basis and take required security measures in accordance with the General data Protection Regulation before sharing any personal data and / or special categories of personal data.

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 General Assembly, 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 General Assembly 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.

5 Section: Liability towards each other

5.1 No warranties

Each Party undertakes to perform its work at its own risk and under its sole liability and shall support all consequences in compliance with the provisions hereunder.

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, to the fullest extent permitted under Belgian law.

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Each Party will notify 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.

6 Section: Governance structure

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

General Assembly as the ultimate decision-making body of the consortium

Steering Committee as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

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.

(There will in addition be four distinct Regional Coordinators; WP Leaders; Project Office; and an Innovation and Exploitation Manager – each as better described at Section 3.2 of the Description of Action – part B, found at Annex 1 to the Grant Agreement – though these are not considered Consortium Bodies for the purposes of this Section 6.)

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly

Steering Committee	At least quarterly	At any time upon written request of any Member of the Steering Committee
--------------------	--------------------	--

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Steering Committee	14 calendar days	5 working days

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	7 calendar days

6.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Steering Committee	2 calendar days

6.2.2.5

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

6.2.2.6

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

6.2.2.7

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.2.8

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

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

6.2.3 Voting rules and quorum

6.2.3.1

Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 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 General Assembly has declared according to Section 4.2 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 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4

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



6.2.4.5

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

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2

The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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 General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2

Each General Assembly 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 Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

The General Assembly 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 Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

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
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (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

Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

- Steering Committee Members

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee shall consist of the Coordinator and each of the WP leaders and Regional Coordinators.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

Minutes of Steering Committee meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.3.2.3.2

The Steering Committee shall seek a consensus among the Parties.

6.3.2.3.3

The Steering Committee shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4

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

6.3.2.3.5

In addition, the Steering 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 General Assembly.

6.3.2.3.6

The Steering 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.

6.3.2.3.7

In the case of abolished tasks as a result of a decision of the General Assembly, the Steering Committee shall advise the General Assembly 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 that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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 General Assembly 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.

6.5 Advisory Board (AB) and Independent Science Council (ISC)

An AB and an iSC will be appointed as described at Section 3.2 of the Description of Action – part B, found at Annex 1 to the Grant Agreement. The AB shall assist and facilitate the decisions made by the General Assembly; and the iSC shall assist WP leaders.

The Coordinator will ensure that a non-disclosure agreement, (which shall not deviate in any material sense from the template attached hereto as Attachment 5, is executed between the Coordinator (on behalf of all the Parties) and: (a) each AB member; and (b) each iSC member. Each such non-disclosure agreement shall be concluded before any Confidential Information

(as such term is defined in Section 10.1), is provided to any such member. The Coordinator shall write the minutes of the AB meetings and prepare the implementation of the AB's suggestions. The AB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

7 Section: Financial provisions

The Parties agree that the following provisions relating to the financial administration of the Project shall apply only to those signatory Beneficiaries of the Grant Agreement which will receive funding.

7.1 General Principles

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.1.4 Return of excess payments; receipts

7.1.4.1

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

7.1.4.2

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 the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, notwithstanding 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 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 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 financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

- (a) Pre-financing payments received from the Funding Authority will be distributed without undue delay by the Project Coordinator to the relevant Parties in proportion to their allocated share of budget as follows:
 - 90% within month 1 (after execution of this Consortium Agreement by all Parties);
 - the remaining 10% at the end of month 12, subject where applicable to deliverables from the relevant Party having been accepted by the Steering Committee.
- (b) Interim payments included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

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

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

8 Section: 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:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and educational 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 (3) 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 (3) after signature of this Agreement requires a decision of the General Assembly.

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

For the avoidance of doubt, nothing in this Section 8.4 has 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 30 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 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

Notwithstanding the above, certain dissemination activities which, by their nature, must be carried out in a timely manner (e.g. social media posts, promotional articles and reports of new discoveries at sea) will be exempt from the obligation to give prior notice to all Parties so as not to impede the project's dissemination strategy, provided that all Parties engaged in such dissemination are in agreement prior to such dissemination and provided that the duty of confidentiality is respected.

8.4.2.2

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate 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.

8.5

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

8.5.1 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.

8.5.2 Cooperation obligations

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

8.5.3 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.

9 Section: 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 General Assembly 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

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

Access rights to Results for internal research and educational activities shall be granted on a royalty-free basis.

9.4.2

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.

9.4.3

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 have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4, if they are identified in Attachment 4 (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 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return must 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 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 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.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 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 General Assembly to terminate its participation in the consortium.

9.7.2.1.2 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.

9.7.2.2 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.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, 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.

10 Section: 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 on 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 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 confidentiality to the Disclosing Party;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provisions of 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 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.

11 Section: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified Affiliated Entities)

Attachment 5 (Template Non-Disclosure Agreement)

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

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 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 (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be 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.

11.4 Assignment and amendments

Except as set out in Section 8.3, 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 in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 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.

11.6 Language

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

11.7 Applicable law

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

11.8 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 be submitted to mediation in accordance with the WIPO Mediation Rules. The



place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

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

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

12 Section Signatures

AS WITNESS:

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

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH

Signature(s)

Name(s)

Title(s)

Date



UNIVERSIDADE FEDERAL DO ESPÍRITO SANTO

Signature(s)

Name(s)

Reinaldo Centoducato

Title(s)

Reitor
Universidade Federal do Espírito Santo

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 Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

As to **THE UNIVERSITY OF EDINBURGH**, it is agreed between the Parties that, to the best of their knowledge

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 in the biology and ecology of marine ecosystems, notably those formed by cold-water corals and sponges based upon specialist understanding of deep-sea coral habitat biodiversity, ecosystem history and Atlantic connectivity.		
Know-how in ecosystem time series assessment and ecological statistical analysis.		
Know-how in deep-water environmental impact assessment.		
Know-how in the study of ocean acidification, warming, de-oxygenation and other stressors on marine ecosystems with particular specialist skills in maintenance of cold-water corals and sponges under simulated future ocean conditions (e.g. elevated CO ₂ , temperature and reduced O ₂) and on impacts		

to coral physiology and on skeletal structural integrity.		
Geographic Information System and other databases providing knowledge on features including deep-sea species distribution, biodiversity, habitat occurrence, seabed bathymetry and textural backscatter.		
Existing benthic (seafloor) biological samples.		
Unique database on hydroids from Atlantic cold-water coral reefs.		

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

PARTY 2

As to **FUNDAÇÃO UNIVERSIDADE DO VALE DO ITAJAI (UNIVALI)**, it is agreed between the Parties that, to the best of their knowledge:

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 in megafauna biodiversity, habitats and ecology of marine ecosystems, notably those occurring in the continental margin off Brazil and topographic features of the SW Atlantic.		
Know-how in time-series analysis of marine ecosystems historical trends based on fishing data.		
Existing historical fishing data in Brazilian continental margin and the SW Atlantic,		

including data management and spatial and temporal analysis		
Know-how in deep-water environmental impact assessment, including the effects of bottom fishing and DS mining		
Geographic Information System and other databases providing knowledge on features including deep-sea species distribution, biodiversity, habitat occurrence, seabed bathymetry and textural backscatter		
Know-how in ecosystem ecological statistical analysis including the development of Species Distribution Models		

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

PARTY 3

As to **UNIVERSITY OF THE WESTERN CAPE (UWC)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of **UNIVERSITY OF THE WESTERN CAPE** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 4

As to **INSTITUTO ESPANOL DE OCEANOGRAFIA (IEO)**, it is agreed between the Parties that, to the best of their knowledge:

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)
IEO grants Access Rights to Background generated by the Group Team from IEO directly involved in the ATLAS Project	Access Right to Background is only granted to the extent that it is needed for implementation of the action	If there is such restriction, IEO shall inform the relevant party when access is granted.
IEO grants Access Rights to Previous data generated by Group Team from IEO, in the fields related to the objectives and activities of the project	Only if needed for the implementation of the Project and provided that IEO is free to provide such Background, including legal restrictions and the need to obtain permission or limits, including those imposed by third parties.	IEO will notify the relevant Party of any applicable restriction when access is granted

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

PARTY 5

As to **IMAR- INSTITUTO DO MAR (IMAR)**, it is agreed between the Parties that, to the best of their knowledge:

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 on the taxonomy, biology and ecology of deep-sea species and habitats (mainly cold-water corals, sponges, and fish), and in the anthropogenic impacts in the deep sea.	Not applicable	Not applicable
Know-how in laboratory experiments on the impact of ocean dynamics (e.g. temperature, pH, food availability) and human impacts (e.g. mining, fishing) on the physiology and life history traits of key deep-sea benthic species, notably	Not applicable	Not applicable

cold-water corals, sponges, and fish.		
Know-how in species distribution modelling, other statistical analyses under present and future scenarios, the construction of a large dataset on the deep-sea biodiversity, and the ecosystem evaluation framework to identify EBSAs in the deep-sea	Not applicable	Not applicable
Relevant datasets such as the Azores vulnerable marine ecosystem database (COLETA), the existing video library on deep-sea habitats, the seamount ecosystem evaluation framework database, built upon past EU projects such as Coralfish, Hermione and ATLAS.	Not applicable	Not applicable
Know-how on the development of low-cost underwater towed and drop systems to obtain image and video sequences from the deep-sea seabed.	Not applicable	Not applicable
Know-how on the geospatial analyses in marine ecology, resource management and conservation	Not applicable	Not applicable

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

PARTY 6

As to **SEASCAPE CONSULTANTS LTD (SC)**, it is agreed between the Parties that, to the best of their knowledge:

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	Specific limitations and/or conditions for Exploitation
---------------------	--	---

	implementation (Article 25.2 Grant Agreement)	(Article 25.3 Grant Agreement)
Know-how in international marine policy, governance frameworks and sustainable management practices, as required for the execution of tasks in the Consortium Plan		

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

PARTY 7

As to **INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER (IFREMER)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: 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)
Video data from the EMSO-Azores observatory: 2010-2019	Access Right to Background is specified on the website : http://www.emso-fr.org/EMSO-Azores/Data-download	Access Right to Background is specified on the website : http://www.emso-fr.org/EMSO-Azores/Data-download
Physico-chemical data (temperature, iron, oxygen, currents) measured using the EMSO-Azores observatory data	Access Right to Background is specified on the website : http://www.emso-fr.org/EMSO-Azores/Data-download	Access Right to Background is specified on the website : http://www.emso-fr.org/EMSO-Azores/Data-download
Bathymetry data from the Congo area	Access Right to Background is only granted to the extent that is Needed for implementation of the action	Access Right to Background is only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right.

Bathymetry data from the Lucky Strike area	Access Right to Background is only granted to the extent that is Needed for implementation of the action	Access Right to Background is only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right.
Bathymetry data from the Lampaul Canyon	Access Right to Background is only granted to the extent that is Needed for implementation of the action	Access Right provided prior consent
Lampaul Canyon habitat maps	Access Right to Background is only granted to the extent that is Needed for implementation of the action	Access Right provided prior consent
Annotated images from the Congolobe cruise to be used in Task 2.4.2	Access Right to Background is only granted to the extent that is Needed for implementation of the action	Access Right provided prior consent
Habitat maps from Congo lobe	Access Right to Background is only granted to the extent that is Needed for implementation of the action	Access Right provided prior consent
3D models of vent edifices on the Lucky Strike vent field	Embargo period: will be made available after publication (deliverable or scientific publication) Access Right to Background is only granted to the extent that is Needed for implementation of the action	Access Right provided prior consent
Macrofaunal samples from Lucky Strike	Data available upon request Access Right to Background is only granted to the extent that is Needed for implementation of the action	Access Right to Background is only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right.

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

PARTY 8

As to **UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)**, it is agreed between the Parties that, to the best of their knowledge

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)
Expertise in seafloor mapping, marine habitat mapping, seafloor classification and habitat suitability modelling.		
Expertise in the use of marine robotic systems (ROV, AUV) for seafloor & habitat mapping, particularly of complex deep-sea environments. Technical know-how on the mapping of vertical cliffs in the deep sea.		
The Marine Autonomous Plankton Sampler which is a device for the collection of plankton and eDNA samples from aquatic environments. Partners will be given access to the specifications and feature descriptions sufficient for them to interface to the device, integrate it into their systems and to operate it. IP required for its manufacture and design will not be shared	IP will be shared with iAtlantic partners to enable the integration of MAPS with vehicles and for deployments, as well as processing samples and analysing the resulting data after fieldwork. It is expected that this IP will not be shared without approval of Robidart or Mowlem, with the expectation that data availability and publications will not be delayed as a result. IP required for its manufacture and design will not be shared.	



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

PARTY 9

As to **GEOMAR HELMHOLTZ ZENTRUM FUER OZEANFORSCHUNG KIEL (GEOMAR)**, it is agreed between the Parties that, to the best of their knowledge:

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)
PI Fiedler: time-series data (physical, biogeochemical and ecological) from the Cape Verde Ocean Observatory (CVOO)		
PI Schöning: - Existing benthic (seafloor) image data sets acquired by GEOMAR project partners in the Atlantic Ocean - Open source software code for (semi-)automated image analysis - Know-how and software on manual image annotation		

PIs Devey, Hoving and Biastoch: No data, know-how or information of GEOMAR – PIs Colin Devey, PI Arne Biastoch and PI Henk-Jan Hoving, shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 10



As to **HERIOT-WATT UNIVERSITY (HWU)**, it is agreed between the Parties that, to the best of their knowledge (please choose)

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 in the biology and ecology of marine ecosystems, notably those in deep-sea pelagic and benthic ecosystems are presently impacted by anthropogenic stressors (e.g., deep-sea mining)		
Know-how in ecological statistical analysis.		
Know-how in deep-water environmental impact assessment.		
Know-how in the study of ocean acidification, altered/ declining food-supply, warming, de-oxygenation and other stressors on deep-sea ecosystems with particular specialist skills in undertaking mesocosm and deep-sea lander experiments in the field		
Existing benthic (seafloor) biological samples.		
Expertise in measuring benthic ecosystem functioning using isotope tracer approaches.		

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



PARTY 11

As to **UNIVERSITAET BREMEN (UNIHB)**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **UNIVERSITAET BREMEN** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 12

As to **UNIVERSIDADE DE SAO PAULO (USP)**, it is agreed between the Parties that, to the best of their knowledge:

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 in macrofauna and megafauna biodiversity, habitats and ecology of marine ecosystems occurring in the continental margin and abyss, including cold-seeps, cold water corals, organic falls, cobalt-rich ferromanganese crusts and seamounts		
Know-how in the analysis of benthic fauna, including image analysis, molecular ecology, stable isotope analysis, morphological and molecular taxonomy of invertebrates. Use of moored structures such as landers and sediment traps		
Geographic Information System and other databases providing knowledge on features including deep-sea species distribution,		

biodiversity, habitat occurrence, seabed bathymetry and textural backscatter		
Know-how in ecosystem ecological statistical analysis including the development of Species Distribution Models		

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

PARTY 13

As to **UNIVERSITY OF KWAZULU-NATAL (UKN)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of **UNIVERSITY OF KWAZULU-NATAL** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 14

As to **THE SCOTTISH ASSOCIATION FOR MARINESCIENCE LBG (SAMS)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of **THE SCOTTISH ASSOCIATION FOR MARINESCIENCE LBG** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 15

As to **CONSEJO NACIONAL DE INVESTIGACIONES CIENTIFICAS Y TECNICAS (CONICET)**, it is agreed between the Parties that, to the best of their knowledge



No data, know-how or information CONSEJO NACIONAL DE INVESTIGACIONES CIENTIFICAS Y TECNICAS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 16

As to **UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (UCC)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (UCC) shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 17

As to **UNIVERSIDADE FEDERAL DO ESPÍRITO SANTO (UFES)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of UNIVERSIDADE FEDERAL DO ESPÍRITO SANTO shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 18

As to **NELSON MANDELA UNIVERSITY (NMU)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of the NELSON MANDELA UNIVERSITY shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).



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

PARTY 19

As to **GOETEBORGS UNIVERSITET (UGOT)**, it is agreed between the Parties that, to the best of their knowledge

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)
Methods for rearing of <i>Lophelia pertusa</i> embryo and larvae in the laboratory		

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

PARTY 20

As to **UNIVERSIDADE FEDERAL DE SANTA CATARINA (UFSC)**, it is agreed between the Parties that, to the best of their knowledge

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 in taxonomy and distribution of cold-water corals, including description of new species and identification at species or higher taxonomic levels using images and collected specimens.		

Know-how in evolution of cold-water corals.		
---	--	--

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

PARTY 21

As to **UNIVERSITY OF CAPE TOWN (UCT)**, it is agreed between the Parties that, to the best of their knowledge

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)
Availability of Ships Time is dependent on South African Government approval (DEA/DST)	All efforts will be made by the Southern African counterpart to secure sufficient ships time from DST and DEA for any deployments. Underway voyages will take place as part of the annual logistic runs to Gough Island.	

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

PARTY 22

As to **SEASCAPE BELGIUM (SBE)**, it is agreed between the Parties that, to the best of their knowledge

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	Specific limitations and/or conditions for Exploitation

	implementation (Article 25.2 Grant Agreement)	(Article 25.3 Grant Agreement)
Know-how in European and pan-Atlantic geospatial data management and data portals required for the implementation of the Consortium Plan	Not applicable	Not applicable
Know-how in online, open source web-based GIS tools and web mapping applications required for the implementation of the Consortium Plan		

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

PARTY 23

As to **TMG RESEARCH GGMBH (TMG)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of TMG RESEARCH GGMBH (TMG) shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 24

As to **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)**, it is agreed between the Parties that, to the best of their knowledge

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 in the biology and evolution of marine species, notably larval dispersal,		

genetic connectivity and local adaptation		
Expertise in the analyze of DNA and eDNA sequences, including high-throughout sequencing. Analysis of population genetics data to infer gene flow from allele-frequency spectrum or ancestry tracts.		

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

PARTY 25

As to **SORBONNE UNIVERSITE (SU)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of SORBONNE UNIVERSITE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 26

As to **AARHUS UNIVERSITET (AU)**, it is agreed between the Parties that, to the best of their knowledge

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)
All Background required to perform the Consortium Plan and associated tasks and objectives. This includes software, data and know-how that are wholly owned AU property and/or produced by AU as part of the project activities. This	Further details on restrictions (if any) shall be given to parties when access given at AU's sole discretion.	Further details on restrictions (if any) shall be given to parties when access given at AU's sole discretion.

includes the development and setup of hydrodynamic models, the collection and processing of model in- and output data, and the delivery of model and data products.		
---	--	--

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

PARTY 27

As to **ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FUR POLAR- UND MEERESFORSCHUNG (AWI)**, it is agreed between the Parties that, to the best of their knowledge

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)
Bathymetric transit data	Open access	Open access
Bathymetric survey data	Available upon request	Available upon request

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

PARTY 28

As to **UNIVERSITY COLLEGE LONDON (UCL)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of UNIVERSITY COLLEGE LONDON shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 29

As to **HAFRANNSOKNASTOFNUN, RANNSOKNA- OG RADGJAFARSTOFNUN HAFS OG VATNA (MFRI)**, it is agreed between the Parties that, to the best of their knowledge

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 on the taxonomy, biology and ecology and on the spatial distributions (including those generated with spatial distribution modelling) of deep-sea species and habitats and on the anthropogenic impacts in the deep sea.		
Know-how in ecosystem time series assessment and ecological statistical analysis.		

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

PARTY 30

As to **TEMPLE UNIVERSITY-OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (TEMPLE)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of the **TEMPLE UNIVERSITY – OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 31

As to **GIANNI MATTHEW (GC)**, it is agreed between the Parties that, to the best of their knowledge



No data, know-how or information of GIANNI MATTHEW shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 32

As to **NATIONAL RESEARCH FOUNDATION (NRF)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of NATIONAL RESEARCH FOUNDATION shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 33

As to **OREGON STATE UNIVERSITY (OREGON SU)**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of OREGON STATE UNIVERSITY shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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



Attachment 2: Accession document

ACCESSION

of a new Party to

iATLANTIC 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 3: List of Third Parties for simplified transfer according to Section 8.3.2.

UCL Business PLC, having its registered office at The Network Building, 97 Tottenham Court Road, London, W1T 4TP

Edinburgh Innovations Limited, registered under the Companies Acts (registration number SC148048) and having its registered office at Old College South Bridge, Edinburgh EH8 9YL

SAMS Research Services Ltd whose registered office is Lismore Suite, Malin House, The European Marine Science Park Oban, Argyll PA37 1SZ (registered in Scotland under number SC224404) , a wholly owned subsidiary of SAMS

Attachment 4: Identified Affiliated Entities according to Section 9.5

UCL Business PLC, having its registered office at The Network Building, 97 Tottenham Court Road, London, W1T 4TP

SAMS Research Services Ltd whose registered office is Lismore Suite, Malin House, The European Marine Science Park Oban, Argyll PA37 1SZ (registered in Scotland under number SC224404) , a wholly owned subsidiary of SAMS

For CNRS : CNRS Innovation and SATT AxLR



Attachment 5: Template Non-Disclosure Agreement

Non-Disclosure Agreement

for

Members of the iAtlantic Advisory Board and/or Independent Science Council

The University of Edinburgh, ("the **Coordinator**"), is, for the purposes of this Non-Disclosure Agreement, ("**NDA**"), acting on behalf of the organisations shown in the attached Schedule, (the University and such organisations collectively constituting the "**Consortium**"). The Consortium is participating in the collaborative research project entitled "**Integrated Assessment of Atlantic Marine Ecosystems in Space and Time**" – in short, "**iAtlantic**", (the "**Project**"), funded by the European Commission ("**EC**") under the Framework Programme for Research and Innovation (2014-2020).

You have indicated a willingness to participate in the Project as a member of the Advisory Board ("**AB**") and/or Independent Science Council ("**iSC**"). Such membership will involve your participation in Project discussions/presentations pursuant to which you may receive information produced and/or acquired by the Consortium either as generated pursuant to the Project ("**Results**"), or which exists or may be generated outside the scope of the Project ("**Background**").

Such Results and/or Background may constitute confidential information of the Consortium or any member of the Consortium and accordingly you will be required to keep confidential, in accordance with the terms of this NDA, any such Results and/or Background that is disclosed to you pursuant to your role as a member of the AB and/or iSC.

In this NDA, any information disclosed to, or acquired by you relating to Results and/or Background shall be collectively referred to as "**Confidential Information**" and the Consortium member owning or holding rights to such Confidential Information shall be referred to as the "**Discloser**".

Please note that the Consortium has entered into a Consortium Agreement approving the use of this NDA, and confirming that the Coordinator has a mandate to sign this NDA on behalf of the Consortium, only on the terms undernoted.

By signing below, you agree to the following:



Clause 1.

- (a) to keep confidential all Confidential Information disclosed to you as a member of the AB and/or iSC, during and for a period of five (5) years after the end date of the Project;
- (b) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of any Confidential Information, whether alone or in conjunction with any third party (by licence or otherwise), without the written consent of the Discloser;
- (c) not to disclose any Confidential Information either directly or indirectly to any third party without the written consent of the Discloser.

Clause 2.

You agree that the above obligations of confidentiality and non-use shall not apply in the following circumstances:-

- (a) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to you becomes general or public knowledge, either through no fault on your part or following further written agreement between you and the Discloser providing for such disclosure;
- (b) when any such Confidential Information can be shown by yourself to have been in your possession prior to disclosure to you, except when such Confidential Information was supplied by any staff, students or agents of the Discloser;
- (c) when any such Confidential Information is received by you from a third party with no similar obligation of confidentiality to the Discloser;
- (d) when you can reasonably demonstrate that any such information has been previously developed by you without reference to, or without prior benefit of, the relevant Confidential Information.

Clause 3.

You agree that each of the organisations identified in the Schedule, annexed to and which shall constitute a part of this NDA, shall be entitled to enforce the terms of this NDA against you.

Clause 4.

This NDA shall be governed by and interpreted in accordance with the laws of Belgium.

In consideration of the invitation to participate as a member of the AB and/or iSC, I accept the conditions set out within this NDA.

Name of AB and/or iSC Member

(Block Capitals)

Normal Work Address of AB and/or iSC Member

(Block Capitals)

Signed _____

Date

(by AB and/or iSC Member)

Signed _____

Date

(by and on behalf of the Coordinator, on behalf of the Consortium)



Schedule: The iAtlantic Consortium consists of the following organisations:

- 1) **The University of Edinburgh** whose principal administrative address is located at Old College, South Bridge, Edinburgh EH8 9YL, United Kingdom;
- 2) **FUNDAÇÃO UNIVERSIDADE DO VALE DO ITAJAI (UNIVALI)**, established in RUA URUGUAI 458 ITAJAI, SANTA CATARINA, CEP 88302901, Brazil;
- 3) **UNIVERSITY OF THE WESTERN CAPE (UWC)**, established in MODDERDAMM ROAD, BELLVILLE 7535, South Africa,
- 4) **INSTITUTO ESPAÑOL DE OCEANOGRAFÍA (IEO)**, established in CORAZON DE MARIA 8, MADRID 28002, Spain, VAT number: ESQ28230011,
- 5) **IMAR- INSTITUTO DO MAR (IMAR)**, established in RUA PROF DR FREDERICO MACHADO 4 DEPARTAMENTO DE OCEANOGRAFIA E PESCAS UNIV DOS ACORES, HORTA 9900 138, Portugal, VAT number: PT502776463,
- 6) **SEASCAPE CONSULTANTS LTD (SC)**, established in BELBINS VALLEY BELBINS, ROMSEY HAMPSHIRE SO51 0PE, United Kingdom, VAT number: GB111555352,
- 7) **INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER (IFREMER)**, established in 1625 ROUTE DE SAINTE ANNE ZONE INDUSTRIELLE DE LA POINTE DU DIABLE, PLOUZANE 29280, France, VAT number: FR46330715368,
- 8) **UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)**, established in POLARIS HOUSE NORTH STAR AVENUE, SWINDON SN2 1FL, United Kingdom, VAT number: GB287461957,
- 9) **GEOMAR HELMHOLTZ ZENTRUM FUER OZEANFORSCHUNG KIEL (GEOMAR)**, established in WISCHHOFSTRASSE 1-3, KIEL 24148, Germany, VAT number: DE281295378,
- 10) **HERIOT-WATT UNIVERSITY (HWU)**, established in Riccarton, EDINBURGH EH14 4AS, United Kingdom, VAT number: GB270800579,
- 11) **UNIVERSITÄT BREMEN (UNIHB)**, established in Bibliothekstrasse 1, BREMEN 28359, Germany, VAT number: DE811245070,
- 12) **UNIVERSIDADE DE SAO PAULO (USP)**, established in RUA DA REITORIA 109 BUTANTA, SAO PAULO SP 05508 900, Brazil, VAT number: BRQ081001J60,
- 13) **UNIVERSITY OF KWAZULU-NATAL (UKN)**, established in University Road, Chiltern Hills, WESTVILLE 3630, South Africa, VAT number: ZA4860209305,
- 14) **THE SCOTTISH ASSOCIATION FOR MARINE SCIENCE LBG (SAMS)**, established at SCOTTISH MARINE INSTITUTE, DUNBEG OBAN PA37 1QA, United Kingdom, VAT number: GB828957961,
- 15) **CONSEJO NACIONAL DE INVESTIGACIONES CIENTIFICAS Y TECNICAS (CONICET)**, established in GODOY CRUZ 2290, BUENOS AIRES C1425FQB, Argentina, VAT number: AR30546660385,
- 16) **UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK**

- (UCC), a body incorporated under charter with its seat at Western Road, Cork., Ireland, VAT number: IE0006286E,
- 17) **UNIVERSIDADE FEDERAL DO ESPÍRITO SANTO (UFES)**, established in Av. Fernando Ferrari – Campus Universitário Goiabeiras 514, Vitória - ES 29060970, Brazil,
 - 18) **NELSON MANDELA UNIVERSITY (NMU)**, established in UNIVERSITY WAY SUMMERSTRAND, PORT ELIZABETH 6001, South Africa, VAT number: ZA4100113424,
 - 19) **GOETEBORGS UNIVERSITET (UGOT)**, established in VASAPARKEN, GOETEBORG 405 30, Sweden, VAT number: SE202100315301,
 - 20) **UNIVERSIDADE FEDERAL DE SANTA CATARINA (UFSC)**, established in CAMPUS UNIVERSITARIO TRINDADE, FLORIANOPOLIS 88040-900, Brazil,
 - 21) **UNIVERSITY OF CAPE TOWN (UCT)**, established in Bremner Building, Lower Campus, Lovers' Walk, Rondebosch, 7700, South Africa, VAT number: 4540125707,,
 - 22) **SEASCAPE BELGIUM (SBE)**, established in KINDERMANSSTRAAT 14 BUS 19, BRUSSEL 1000, Belgium, VAT number: BE0675792565,
 - 23) **TMG RESEARCH GGMBH (TMG)**, established in EUREF-CAMPUS 6-9, 4. OG, BERLIN 10829, Germany, VAT number: DE311653675,
 - 24) **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)**, established in RUE MICHEL ANGE 3, PARIS 75794, France, VAT number: FR40180089013,
 - 25) **SORBONNE UNIVERSITE (SU)**, established in 21 RUE DE L'ECOLE DE MEDECINE, PARIS 75006, France, VAT number: FR90130023385,
 - 26) **AARHUS UNIVERSITET (AU)**, established in NORDRE RINGGADE 1, AARHUS C 8000, Denmark, VAT number: DK31119103,
 - 27) **ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FUR POLAR- UND MEERESFORSCHUNG (AWI)**, established in AM HANDELSHAFEN 12, BREMERHAVEN 27570, Germany, VAT number: DE114707273,
 - 28) **UNIVERSITY COLLEGE LONDON (UCL)**, established in GOWER STREET, LONDON WC1E 6BT, United Kingdom, VAT number: GB524371168,
 - 29) **HAFRANNSOKNASTOFNUN, RANNSOKNA- OG RADGJAFARSTOFNUN HAFS OG VATNA (MFRI)**, established in SKULAGOTU 4, REYKJAVIK 101, Iceland, VAT number: IS124713,
 - 30) **TEMPLE UNIVERSITY-OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (TEMPLE)**, established in N. Broad Street 1601, Philadelphia 19122, United States, as 'beneficiary not receiving EU funding',
 - 31) **GIANNI MATTHEW (GC)**, established in CLIOSTRAAT 29 2, AMSTERDAM 1077 KB, Netherlands, VAT number: NL228467275B01,
 - 32) **NATIONAL RESEARCH FOUNDATION (NRF)**, established in MEIRING NAUDE ROAD BRUMMERIA, PRETORIA 0001, South Africa,
 - 33) **OREGON STATE UNIVERSITY (OREGON SU)**, established in 312 KERR ADMIN BLDG, CORVALLIS 97331 2140, United States, as 'beneficiary not receiving EU funding'