

## **HORIZON 2020 FRAMEWORK PROGRAMME**



**“H2020-INFRADEV-2019-3”**

**(Development and long-term sustainability of new pan-European research infrastructures)**

**CONSORTIUM AGREEMENT**

**Project Acronym: JERICO – DS**

**Project Full title: Joint European Research Infrastructure of Coastal  
Observatories - Design Study**

**Grant Agreement n°: 951799**

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## **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 "Rules for Participation"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on the date of signature with a retroactive effect on October 1<sup>st</sup> 2020, hereinafter referred to as the Effective Date

### **BETWEEN:**

**1. INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER (IFREMER),**

Established 1625 Route de Sainte Anne, Zone Industrielle de la Pointe Du Diable, 29280, Plouzané, France, represented by François HOULLIER, President, General Director, or his delegate, duly authorized for the purposes hereof. (The Coordinator).

**2. CONSIGLIO NAZIONALE DELLE RICERCHE (CNR),**

established in PIAZZALE ALDO MORO 7, ROMA 00185, Italy,  
VAT number: IT02118311006,

**3. STICHTING DELTARES (DELTARES),**

established in BOUSSINESQWEG 1, DELFT 2629 HV, Netherlands,  
VAT number: NL800097476B01,

**4. EUROGOOS (EUROGOOS),**

established in RUE VAUTIER 29, BRUXELLES 1000, Belgium,  
VAT number: BE0521723012,

**5. HELLENIC CENTRE FOR MARINE RESEARCH (HCMR),**

established in LEOFOROS ATHENS SOUNIO 46 7KM, ATTIKIA ANAVISSOS 19013, Greece,  
VAT number: EL999355106,

**6. Helmholtz-Zentrum hereon GmbH (Hereon) (previously HELMHOLTZ-ZENTRUM GEESTHACHT ZENTRUM FUR MATERIAL- UND KUSTENFORSCHUNG GMBH)<sup>1</sup> (HZG),**

established in MAX PLANCK STRASSE 1, GEESTHACHT 21502, Germany,  
VAT number: DE135131669,

**7. INSTITUTO HIDROGRAFICO (IH),**

established in R. das Trinas 49, LISBOA 1249-093, Portugal,

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<sup>1</sup> HZG was renamed effective as of 24 March 2021. The legal entity survives with no other changes.

VAT number: PT 501494170,

**8. HAVFORSKNINGSINSTITUTTET (IMR),**

established in NORDNESGATEN 50, BERGEN5817, Norway,

VAT number: NO971349077MVA,

**9. RUDER BOSKOVIC INSTITUTE (IRB),**

established in Bijenicka cesta 54, ZAGREB 10000,Croatia,

VAT number: HR69715301002,

**10. MARINE INSTITUTE (MI),**

established in RINVILLE ORANMORE, GALWAY H91 R673,Ireland,

VAT number: IE6600338L,

**11. INSTITUT ROYAL DES SCIENCES NATURELLES DE BELGIQUE (RBINS),**

established in RUE VAUTIER 29, BRUXELLES 1000, Belgium,

VAT number: BE0353070496,

**12. SVERIGES METEOROLOGISKA OCH HYDROLOGISKA INSTITUT (SMHI),**

established in Folkborgsvaegen 1, NORRKOEPIING 601 76, Sweden,

VAT number:SE202100069601,

**13. SOCIB - CONSORCIO PARA EL DISEÑO, CONSTRUCCIÓN, EQUIPAMIENTO Y  
EXPLOTACIÓN DEL SISTEMA DE OBSERVACIÓN COSTERO DE LAS ILLES  
BALEARS(SOCIB),**

established in Edificio Naorte S/N, Bloque A, planta 2, puerta 3 Parc BIT, Palma 07121,Spain,

VAT number: ESQ0700535H,

**14. SUOMEN YMPARISTOKESKUS (SYKE),**

established in LATOKARTANONKAARI 11,HELSINKI 00790, Finland,

VAT number: FI09961895,

**15. TALLINNA TEHNIKAULIKOOL (TalTech),**

established in Ehitajate tee 5, TALLINN 19086, Estonia,

VAT number: EE100224841.

hereinafter, jointly referred to as "Parties" or "Consortium" and individually referred to as "Party"

relating to the Action entitled

Joint European Research Infrastructure of Coastal Observatories - Design Study

in short

**JERICO-DS**

hereinafter referred to as "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 No 951799 to be signed by the Parties and the Funding Authority (hereinafter “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:**

### **SECTION 1. 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**

**“Associated Partner”**: third parties such as research infrastructures, observatory or external scientific entity with which the consortium may wish to collaborate.

**“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.

**“Legitimate Interest”**: Legitimate interest means a Party’s interest of any kind, particularly but not limited to a commercial interest which may be claimed in the cases provided for in this Consortium Agreement. To this end the Party must demonstrate that failure to take account of its interest would result in its suffering disproportionately great harm.

**“Linked Third Parties”**: Is any legal entity, either Public or Private, which has a legal link to the beneficiary, and represented in the Grant Agreement.

The Linked third Parties represented in this Consortium Agreement are:

1. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), affiliated or linked to and represented in the Project and this Consortium Agreement by the Party IFREMER
2. ISTITUTO NAZIONALE DI OCEANOGRAFIA E DI GEOFISICA SPERIMENTALE (OGS) affiliated or linked to and represented in the Project and this Consortium Agreement by the Party CNR
3. MINISTERIE VAN INFRASTRUCTUUR EN WATERSTAAT (RWS), affiliated or linked to and represented in the Project and this Consortium Agreement by the Party DELTARES

4. ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FÜR POLAR- UND MEERESFORSCHUNG (AWI), affiliated or linked to and represented in the Project and this Consortium Agreement by the Party Hereon
5. NORSK INSTITUTT FOR VANNFORSKNING (NIVA), affiliated or linked to and represented in the Project and this Consortium Agreement by the Party IMR
6. NATIONAL UNIVERSITY OF IRELAND GALWAY (NUIG-SEMUR), affiliated or linked to and represented in the Project and this Consortium Agreement by the Party MI
7. FUNDACION AZTI - AZTI FUNDAZIOA (AZTI), affiliated or linked to and represented in the Project and this Consortium Agreement by the Party SOCIB
8. ILMATIETEEEN LAITOS (FMI), affiliated or linked to and represented in the Project and this Consortium Agreement by the Party SYKE

**"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.

**"Signatory Party"** means: Beneficiary in the Grant Agreement.

Therefore, in section 6 and 7, 'Party' shall mean the Signatory Party. New Parties accessing the Project and this Consortium Agreement after the initial signing of this Consortium Agreement are not Signatory Parties

**"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.

**"Transnational Access"** Means to provide coordinated trans-national access to researchers or research teams from academy and industry to original coastal infrastructures.

## SECTION 2. Purpose

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

## SECTION 3. Entry into force, duration and termination

### 3.1 Entry into force

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

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

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 3) by the new Party and the Coordinator. Such accession shall be agreed



prior to the signature of the accession document by the General Assembly and shall have effect from the date identified in the accession document.

For avoidance of doubt, the Parties hereby undertake to appoint the Coordinator with a specific and temporary power of attorney for the Accession Document (Attachment 3) signature, for Non-Disclosure Agreements between the Parties to the consortium and the new Party within the maximum time limit of the duration of the Project, in the name and on behalf of all Parties, providing that any such Accession of a new Party and related signatures of the Accession document or Non-Disclosure Agreements were approved by the General Assembly .

~~Such signature must be approved in writing by the other Parties who shall give their decision within a maximum of fifteen (15) working days with effect from the request. After this time limit and in default of a response, approval shall be deemed to have been given.~~

### **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,

If circumstances arise under which a Party wishes to terminate its participation in the Grant Agreement and this Consortium Agreement, it shall make as soon as foreseeable, a written notification to the Coordinator for it to withdraw from the Project, by traceable mean.

This prior notice to the Coordinator shall be made as soon as possible, but in no event, less than two (2) month' notice, by means of registered mail with acknowledgement of receipt, indicating the reasons for termination.

Such notice shall fully set out the relevant circumstances, including the specific grounds of which it considers that it will be prevented from fulfilling its agreed role in the Project.

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 and providing the Funding Authority approval of such request to terminate its / their participation and the related circumstances.

### **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.

In case of one Party's withdrawal, the other Parties shall use reasonable endeavours to reach a timely agreement on how to reallocate the withdrawing Party's tasks so that the overall objectives of the Project can still be met after that Party's withdrawal. Following the decisions above the Coordinator shall promptly notify the Funding Authority, for its approval.

## **SECTION 4. Responsibilities of Parties**

### **4.1 General principles**

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

The Parties do not undertake any liability in the event that the Project should not lead to the desired Results, provided that the Project has been performed in compliance with the Description of Action.

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

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

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

### **4.2 Breach**

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within thirty (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 by unanimous vote minus the vote of the concerned Party, and to decide on the consequences thereof which may include termination of its participation particularly (but not limited to) in the event of:

- The occurrence of one of the causes of termination provided in the Grant Agreement
- A substantial breach of its obligations, under this Consortium Agreement by that Party, which is not remedied within 30 (thirty) calendar days of receipt of a written notice from the Coordinator requiring that it will be remedied.

The exclusion of a Party has the same consequences as a withdrawal.

### **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.

Especially, a Party entering into a subcontract or otherwise involving third parties in the Project undertakes to take all appropriate measures to ensure the transfer of intellectual property rights from such subcontractor or third parties in connection with the Project, so as not to limit the other Parties rights under this Consortium Agreement.

Moreover, any use by the sub-contractor of any Party's background or results under this Consortium Agreement shall be subject to the prior written consent of said Party and shall be solely limited to the needs of the performance of the concerned part of the Project.

## **SECTION 5. Liability towards each other**

### **5.1 No warranties**

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for a particular 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 or materials (including Background and Results), and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

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

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

For any remaining 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.

## 5.5 COVID 19

The Parties acknowledge that this Agreement is being negotiated and entered into during the Covid-19 pandemic that has caused global disruption with consequences that have not necessarily fully materialised. The Parties are therefore not fully able to predict how the pandemic will influence the Project. Therefore the Parties agree to mitigate and collaborate on any needed measures as much as possible.

For the purposes of this Consortium Agreement, where a Party is prevented from fulfilling its obligations due to governmental action or decision, or as a direct result of COVID-19, such Party shall timely inform the Coordinator in writing.

Any delay or postponement shall be validated by the Steering Committee and in case of a major impact on the Project, the Steering Committee shall refer to the General Assembly.

## SECTION 6. Governance structure

### 6.1 General structure presentation

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

- The **General Assembly (GA)** as the ultimate decision-making body of the consortium.
- The **Steering Committee (SC)** The SC is appointed by the General Assembly, as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly. The SC members list as appointed upon the Consortium Agreement signature shall be provided in attachment 8 hereto
- 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.
- A **Coordination Team** (CT) which supports the Coordinator in the management of all actions during the project.
- A **Scientific and Technical Advisory Committee** (STAC) The STAC is appointed by the General Assembly, and shall provide the Coordination Team and the Steering Committee with independent external advices on various issues relevant to the project. Such interactions will be organized during specific STAC meetings with the STAC members and the Steering Committee members.  
The STAC and the JERICO User Committee (JUC as described hereunder) provide (ad hoc) advice to the General Assembly and the Steering Committee without decision authority in the Consortium.  
The STAC members list as appointed upon signing of the Consortium Agreement shall be provided in attachment 8 hereto.
- A **Label Committee** (Committee for the Jerico label) appointed by the Nation Committee in charge of sustaining the scientific research excellence framework of JERICO-RI. The JERICO Label committee is composed of two working groups, namely the „Research Excellence Group“ and the „Data and Operation Group“.
- A **Nations Committee** (NC) appointed by the General Assembly. The NC is a decisional body in charge of representing the nations involved in the project. It is composed of one representative of each nation also acting in the general assembly and chaired by Eurogoos. The NC members list as appointed upon the Consortium Agreement shall be provided in attachment 8.

## 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 four (4) times during the project	At any time upon written request of the Steering Committee or one third (1/3) of the Members of the General Assembly
Steering Committee	Every 6 months	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	7 calendar days for ordinary or extraordinary meetings

#### 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 for ordinary or extraordinary meetings

#### 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 can propose additional items 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.

<b>General Assembly</b>	14 calendar days, 7 calendar days for an extraordinary meeting
<b>Steering Committee</b>	2 calendar days for ordinary or extraordinary meetings

#### 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

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 6.2.4.5, 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.

#### 6.2.2.7

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

The parties will make their best efforts to organize the General Assembly meetings in person, as far as the participants security in the context of Covid 19 pandemic is not impaired. In such case General Assembly meetings shall be held by teleconference.

#### 6.2.2.8

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

### 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 (where relevant and if possible), or in accordance with the provisions of this Consortium Agreement: by virtual means, within twenty one (21) 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 (in such case, at least one-half (1/2) of the Members plus one Members need to be present and 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 three-fourth (3/4) of the votes cast for any change to the Project Budget and amendments to the Grant Agreement to be considered.

Except for article 4.2 where unanimity is required, for any other matters than abovementioned, simple majority is required.

In case of equal vote, the Coordinator will carry the decision vote.

### **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 fifteen (15) calendar days after the draft minutes of the meeting are sent.

#### **6.2.4.4**

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.

#### **6.2.4.5**

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

#### **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. The Chairperson shall duly send the draft minutes to all Members within twenty-one (21) calendar days of the meeting.

#### **6.2.5.2**

The minutes shall be considered as accepted if, within fifteen (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**

It is understood between the Parties that where a Party is prevented from participating to a meeting due to governmental action or decision resulting from the COVID-19 pandemic, meetings can be held by virtual means.

Such impediment must be reported as soon as possible to the Coordinator.

#### **6.3.1 General Assembly**

The General Assembly (GA), chaired by the Coordinator of JERICO-DS Project is responsible for strategic policy and decision making including technical reorientations, validation of project review and exploitation issues as well as possible changes of the consortium.

The General Assembly consists of one representative of each of the Parties.

The GA will make sure that the adopted strategy is respected in order to achieve outcomes of excellence. The GA will meet four (4) times during the lifetime of the project: at M1 (Kick-Off meeting), M13, M25 and M36 (final meeting). Otherwise, the GA will be assisted by the Steering Committee, who will meet every 6 months. If it is necessary, the Coordinator can call on the GA by e-mail or, if there is the need, he can organize an extraordinary session at the expense of the Parties.

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 Signatory 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 exercise a veto in accordance with article 6.2.4. or submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.9.

#### 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 2 (Background Included)
- Additions to Attachment 4 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 5 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Suitable measures to be taken against a Party declared a Defaulting Party according to section 4, including a request to the Commission for an audit, assignment of the Defaulting Party's tasks and a staggered payment of the financial part of this Party's contribution
- Termination of a Defaulting Party's participation in the Project and measures relating thereto
- suggestions as to either re-allocate tasks to other Parties or any new entity to replace said defaulting Party
- 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 General Assembly shall be in charge of the appointment if necessary of Steering Committee Members.

### **6.3.2 Steering Committee**

The Steering Committee (SC) has an executive role in the Project as agreed between the Parties.

With approval of the General Assembly, the SC will supervise the rightful execution of the Project and deal for example with technical, financial, scheduling, partnerships, dissemination and exploitation and sustainability aspects as provided in the Grant Agreement.

The SC members will meet every six (6) months in person (provided the sanitary situation makes it possible for the members to meet in safe conditions, otherwise the meetings shall be held via video conference) and monthly through video conferences.

Extraordinary meetings could be called for, should the need arise.

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 the Work Packages Leaders appointed by the General Assembly, as provided in attachment 8 hereto.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds (2/3) of the Steering Committee Members.

#### **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 six (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:

- Review project progress and resource status,
- Decide on dissemination, and exploitation, in accordance with the Dissemination and communication plans delivered in WP6,
- Resolve conflicts on technical issues
- agree upon the Quality Assurance Plan proposed by Ifremer, to be finally agreed upon by the General Assembly;
- 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 Role

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 Scope of the Coordinator role

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 such as minutes of the General Assembly and Steering Committee meetings, to any other Parties concerned toward the contact entitled to deal with the concerned document or information, as indicated at the end of the present agreement in the Attachment 1 "Initial list of Contacts"
- 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.
- seeking Funding Authority approval for changes to Annex 1 of the Grant Agreement, decided by the General Assembly;
- upon approval of the Nations Committee with information to the General Assembly, signing Memorandums of Understanding, Letters of Intent, or lightweight partnership

agreements with Associated Partner(s) on behalf of the consortium. Such signing must be approved in writing by the other Parties.

- take all necessary step and sign any relevant document in relation with the Consortium insertion into the roadmap and as needed, any step towards the European Commission leading to create a research infrastructure. Such signing must be approved in writing by the other Parties

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.

The Coordinator shall not extend nor enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

#### **6.4.3**

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

#### **6.4.4 Default**

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

#### **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 Coordination Team**

The Coordination Team shall be led by the Technical Coordinator from Ifremer and shall support the Coordinator in the management of administrative, contractual and financial aspects, the organisation of inter- and intra-consortium communication, project web site, reporting, consortium management, in order to ensure an efficient project organisation towards EC requirements. The Coordination Team shall be supported by a financial and administrative assistant. As such, the Coordination Team will assist the Coordinator in the General Assemblies and the Steering Committee meetings.

### **6.6 Work Package leaders**

Whilst the Steering Committee decides on scientific and technical objectives, the Work Package Leaders (WPLs) are involved in defining how to achieve these objectives. Two co-leaders assist them. Therefore, the Coordinator will rely on them for the technical follow up of the project. WPLs are nominated for each work package (see the description of the different work packages) and they are committed to:

- Control the timely progress of the scheduled work within the work package in terms of technical achievement, implementation, quality of outputs, planned deliverables and expenses in accordance with the timetable and the expenses set out in Annex I and Annex II of the Grant Agreement,
- Assess the quality of the outputs from their WP including the level of quality of their own deliverables.

- Initiate and participate actively in the technical meetings necessary for work progress, and report minutes.
- Refer to the Coordinator in the case of major issues affecting the completion of the planned work.
- initiating and participating actively in the technical meetings necessary for monitoring the progress of the work, and providing the relative minutes and reports,
- presenting progress reports on the state of advancement of the Work Package to the Steering Committee;
- assisting the Coordination Team in drafting the Project Reports on the Work Package to be submitted to the Steering Committee,
- Detecting Parties difficulties in performing their contractual obligations in terms of the timing of the work and use of resources within a Work Package and duly informing the Steering Committee; Handling the formal intervention of the Coordinator and/ or Coordination Team to deal with Parties in default of the performance of their contractual obligations in terms of the timing of the work; informing in reasonable time the Steering Committee of any other difficulty arising in connection with the conduct and the completion of the Work Package.

The Work Package leaders are as identified in Annex I of the Grant Agreement. Any changes to the leaderships of the Work Packages are subject to the approval of the General Assembly.

The initial list of Work Package leaders representatives is presented in Attachment 6.

The Work Package leaders shall meet with the Work Package Parties as and when appropriate, and at least once every nine (9) months.

The Work Package leaders meetings can also be held via teleconference or via electronic means.

## **6.7 Scientific and Technical Advisory Committee (STAC)**

### **6.7.1 Composition and meetings:**

The Scientific and Technical Advisory Committee (STAC) shall be composed of external experts from European agencies and institutions involved in marine research and observing system in Europe renowned for their experience in the field of the Project, nominated upon proposal of the Coordinator, voted by the General Assembly, for the term of this Consortium Agreement.

- The STAC shall elect its chairperson from among its members. And will be convened by its chairperson.
- The STAC shall meet at least once a year in conjunction with the JERICO S3 all Regions Workshops.
- The STAC meetings can also be held via teleconference or via electronic means.

### **6.7.2 Role**

- The STAC will **advise** the Coordination Team and Steering Committee.
- The STAC will provide independent external advice on scientific, technical, legal and economic issues relevant to the project to the coordination team and Steering Committee. In particular, it will provide valuable guidance in order to increase the potential of collaboration with European and International key infrastructures, and valorisation of the final products and/ or developments. The STAC will enhance information exchange, share good practice and receive feedback from the partners.

The members of the STAC will attend to Project meetings and workshops as needed, upon the Chairperson's invitation.

Prior to the commencement of the STAC's activity and in any case, no later than thirty (30) calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier, the Coordinator shall execute a Non-disclosure Agreement with each member of the STAC. The STAC members shall ensure that they shall not have any conflict of interest at any given moment during the implementation of the Project.

The Coordinator upon approval of such execution by the General Assembly is authorised to execute with each member of the STAC a Non-disclosure agreement, and ask each member to sign a Non-conflicts of Interest Declaration which shall include terms that shall not be less stringent than those stipulated in this Consortium Agreement.

One of the STAC members shall write the minutes of the STAC meetings and the Coordinator shall prepare the implementation of the STAC's suggestions after approval of the General Assembly. The STAC members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

## **6.8 Label Committee (LC)**

JERICO Label committee is composed of two working groups: the Research Excellence Group and the Data and Operation Group.

### **6.8.1 Composition and meetings:**

The composition of Working Groups of the Label Committee is built after the work led in WP2 of the JERICO-NEXT project as reported in its Deliverable D2.7 (Nair et al. 2019).

Its composition will be organised after the JERICO Label Committee composition proposed after the JERICO-NEXT project and is not restricted to the consortium of JERICO-DS Project.

The final composition of the Research Excellence Group and the Data and Operation Group is proposed by the Steering Committee and voted by the General Assembly.

The list of Label Committee members is provided for in Attachment 8 hereto.

The Label Committee shall meet at least once a year.

### **6.8.2 Role**

The Label Committee follows up on WP1 for science, WP2 for technology and WP3 for data harmonisation procedures. Then exchanges and feedbacks are funnelled to Task 5.4 WP5 led by CNR.

The two Working Groups of the Label Committee are dedicated to elaborate, among other, through WPs of the JERICO-DS Project, a JERICO Label document that will propose Key Indicators to establish the operational and scientific readiness levels of the components of the JERICO infrastructure. Finally, this will help for every component to establish the Operational Roadmap of JERICO-RI

## **6.9 Nations Committee**

### **6.9.1 Composition and meetings:**

The Nations Committee shall consist of the Coordinator and one representative of each nation involved in the Project ("Nations"), also acting in the general assembly. The Nations Committee shall be chaired by EuroGOOS.

The Nations Committee members list as appointed upon the Consortium Agreement is provided in attachment 8.

In addition, the Coordinator will invite representatives of European and/or H2020 associated countries coastal observing to attend yearly meetings of Nations Committee during the Kick Off meeting, and the following three General Assemblies.

The Nations Committee will be kept informed of the JERICO-DS Project's progresses through the work performed in the frame of WP6 dedicated to efficient communication (T6.3).

The Nations Committee will meet every six (6) months in plenary face to face or videoconference meetings and every two months through videoconferences.

Extraordinary meetings can be called for, should the need arise.

#### **6.9.1.1 Preparation and organisation of meetings**

The chairman of the Nation Committee shall prepare the Nation Committee meetings, by proposing the agenda and the decisions.

#### **Voting rules**

The Nations Committee shall seek a consensus among the Parties. In case consensus is not possible, the voting rules provided in article 6.2.3 shall apply.

#### **6.9.1.2 Minutes of the meetings**

Minutes of Nation Committee meetings, prepared by the chairman, once accepted by the nation committee, shall be sent by the Coordinator to the General Assembly Members for information.

### **6.9.2 Role**

The Nations Committee role is to represent the Nations involved in the Project and to provide the Project participants with a long term strategic vision of the way the Project is embodied in the nations.

**6.9.2.1** The Nations Committee members shall be responsible for representing their Nations and shall interact with the key national stakeholders in the name of JERICO-DS Project as well as with any other national organisation potentially interested in the actions of the Project.

**6.9.2.2** The Nations Committee members shall monitor the effective and efficient implementation of the Project in their Nation.

In addition, the Nation Committee shall collect information from the participants to the meetings - or related to the Project in Nations, during the committee meetings at least every six (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.

The Nations Committee shall:

- Review Project progress and resource status,
- Drive on dissemination and exploitation actions towards their nation in accordance with the Dissemination and Communications plans delivered in WP6,
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables;

## **6.10 JERICO Users Committee (JUC)**

### **6.10.1 Composition and meetings:**

The JERICO User Committee will consist of the Coordinator and of selected Users and Stakeholders that have been invited by the WP9 Leaders of the JERICO-S3 project.

The Coordinator shall execute a Non-disclosure Agreement with each member of the JUC in the conditions set out in article 6.4.2.

The JERICO User Committee will meet at least twice (2) a year: once a year in a plenary session, provided the sanitary situation makes it possible for the members to meet in safe conditions, otherwise the meetings shall be held via video conference, and once in a virtual meeting session, to express their expectations versus the offered services.

Additional meetings shall be organised if need be.

### **6.10.2 Role**

The JERICO User Committee (JUC) is acting as the advisory committee for the elaboration of Services and Products to be delivered to end-users within the JERICO-S3 and the JERICO-DS EU-funded projects.

The purpose of the JUC is to structure a formal interaction between the Users of the JERICO Products and Services and the Consortium of Institutes operating those Products and Services.

The JERICO User Committee will focus on building relations between the JERICO Community and the stakeholders as external and internal users at various distances of the RI. It shall be consulted to:

- provide feedback on services delivered by JERICO-RI at the hardware level (e.g.: JERICO-RI TA experiences) and at the virtual level that includes services access in the e-JERICO-RI.
- Provide feedback on the interest, expectations and needs of the users compared to the currently offered services
- provide strategic recommendation on the future design of the RI .

## **SECTION 7. Financial provisions**

### **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, and for the tasks of the Linked Third Party it may represent, 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 as well as transmitting the costs of the Linked Third Party it represents, according to the Grant Agreement, 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.

In case, however, a Party or Parties spend less than their allocated share of the Consortium Budget, a Party or Parties which have spent more than their allocated share of the Consortium budget may in accordance with Article 6.3.1.2 of this CA, be funded in respect of duly justified eligible costs by an amount exceeding its said allocated share of Consortium Budget.

#### **7.1.4 Return of excess payments; receipts**

##### **7.1.4.1**

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

##### **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. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties and the Linked Third Parties they may represent, in order to perform its and their tasks as well as the tasks of the Third Linked Parties they may represent.

## **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:

Funding of costs 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.

## **SECTION 8. Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them and can provide evidence thereof.

Pursuant to the Grant agreement, a Linked Third Party and a Signatory Party have the same rights regarding the ownership of Results.

### **8.2 Joint ownership**

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

The joint owners shall establish in good faith, within six (6) months from the generation of the joint result a written joint ownership agreement regarding the allocation of ownership, the terms of exercising, exploiting, protecting and cost sharing of protection of the jointly owned result.

Where no joint ownership agreement yet has been concluded:

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

The joint owners shall agree on all protection measures and the division of related cost in advance.

### **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 least forty five (45) calendar days before the transfer, inform the other Parties of such transfer by tracked and traceable means, and shall ensure that the rights of the other Parties shall not be affected by such transfer. Any addition to Attachment 4 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 a given Party's assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full forty-five (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**

The Parties intend to conduct the Project according to FAIR data principles. Therefore they undertake to open research data acquired during the Project period and make sure such data are findable, accessible, interoperable, and reusable.

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

#### **8.4.1 Dissemination of own Results**

##### **8.4.1.1**

During the Project and for a period of one (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, including a copy of the foreseen publication, shall be given to the other Parties at least forty-five (45) 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 thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted. All relevant Parties must be credited in accordance with standard scientific practice, in any publication or presentation.

##### **8.4.1.2**

An objection to a planned publications shall be 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 or Confidential Information would be significantly harmed.

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

##### **8.4.1.3**

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 ninety (90) calendar days from the time it raises such an objection. After ninety (90) calendar days the publication is permitted.

Where information contained in the publication or disclosure has to be subject to protection as industrial property, one of the Parties may delay publication or disclosure for a period not exceeding 18 months with effect from the request.

#### **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.

## **8.6 Exclusive licenses**

Where a Party wishes to grant an exclusive licence to its Results and seeks the prior written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within forty five (45) calendar days from the date of the request.

For the avoidance of doubt, the absence of written feedback is not considered as an approval to grant an exclusive licence. In case of particular delays in responding by the requested Party, the requesting Party shall advise the Coordinator as a conciliator to convene a meeting between the concerned Parties to decide on this issue.

## **8.7 Data sharing and dissemination principles**

JERICO-DS data sharing and dissemination principles for data collected during the Project timeline are the following:

- Research infrastructures under the umbrella of JERICO-DS support free, open access to data and metadata produced by their facilities and are committed to working towards the implementation of this principle;
- Data and metadata generated during the Project will be made available via free and open access without any restrictions and available at no cost to third parties;
- Appropriate controlled dictionaries such as the BODC vocabularies ([https://www.bodc.ac.uk/resources/vocabularies/parameter\\_codes/](https://www.bodc.ac.uk/resources/vocabularies/parameter_codes/)), also used in SeaDataNet are recommended to be used within JERICO-DS metadata descriptions;
- Data and associated metadata may be subject to long-term archiving, typically at National Data Centres (NODCs);
- A metadata catalogue on JERICO-RI derived data is accessible via the JERICO-DS website (<https://www.jerico-ri.eu>);
- Data will be provided by JERICO- DS Parties to ongoing projects and initiatives such as EMODnet, SeaDataNet and CMEMS INSTAC. These data will also be visualised and downloadable via the JERICO-DS website and portal.

### **Use of data**

- Data interpretation is solely the responsibility of data user. Therefore every third party using the data, which use is not regulated under this Consortium Agreement, must agree prior to the use of data to terms and conditions that acknowledge the user rights. The third party must consent to the fact that the data is as-is without any warranty and the use of the data is for their own risk and responsibility
- Data sources shall be acknowledged, preferably using a formal citation (See data citation section below).
- The general responsibility for data sets that have been made available remains with the contributing institution/custodian/data originator;
- The quality assurance of data is the responsibility of the custodian/data originator;
- Data providers are requested to inform of any national policies that may place special conditions on the redistribution of data;
- Metadata shall be provided for each data set following, as far as possible, agreed standards within BODC and SeaDataNet.

#### Data Citation

- Data citations should facilitate giving credit to all contributors to the data;
- Where DOIs are available these should be used, otherwise the following citation guidelines should be used;
- If you use JERICO-DS data, please acknowledge the use of these data with one of the following statements:
  - In applications or websites:
- “Data products used in this application were obtained from JERICO-DS European Commission’s Horizon 2020 Research and Innovation programme under grant agreement No 871153 (<http://www.jerico-ri.eu/>)”
  - In publications:
- “Data used in this work were obtained from JERICO-DS (<http://www.jerico-ri.eu/>)”

## SECTION 9. Access Rights

### 9.1 Background included

#### 9.1.1

In Attachment 2, 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 2 shall not be the object of Access Right obligations regarding Background.

#### 9.1.2

Any Party may add further own Background to Attachment 2 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 2.

### 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 (2).

### **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 activities shall be granted on a royalty-free basis.

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 and upon written bilateral agreement.

#### **9.4.2**

A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Section 9.7.2.1.2, twelve (12) months 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 as Affiliate entities in attachment 5 (Identified Affiliated Entities) to this Consortium Agreement].

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

Affiliated Entities which obtain Access Rights in return shall be obliged to 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.

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

## **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 voluntarily leaving the Consortium 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.

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.



## **SECTION 10. Non-disclosure of information**

### **10.1 Confidential information**

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

### **10.2 Confidentiality obligation**

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of four (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 Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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.

The Recipient 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.

### **10.3 Exceptions**

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 provision hereunder.

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.

#### **10.4 Unauthorised disclosure, misappropriation or misuse**

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.

### **SECTION 11. Miscellaneous**

#### **11.1 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and

Attachment 1 (Contacts list)

Attachment 2 (Background included)

Attachment 3 (Accession document)

Attachment 4 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 5 (Identified Affiliated Entities)

Attachment 6 (Initial list of Work Packages leaders)

Attachment 7 (Personal Data model form)

Attachment 8: List of the members of the JERICO-DS committees

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 6.4.3 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. An initial list of Contacts is appended to this Consortium Agreement (Attachment 1).

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 Coordinator shall ensure to keep 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 Personal Data**

Every Party undertakes to comply with applicable rules in the field of personal data and especially EU General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 "GDPR") for the Personal Data it processes.

Personal data is an information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (art. 2(a) GDPR).

In the conduct of JERICO-DS Project, personal data may be temporarily involved in the organisation of workshops, meetings, training courses.

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 GDPR and other applicable regulation on personal data.

The Parties will therefore ensure the legal foundation for the data and the contractual basis, and take required security measures in accordance with GDPR before sharing any personal data and / or special categories of personal data.

The Parties agree that any sharing of data to the widest extent possible will be in completely anonymized form not containing any personal identifiable data and therefore not subject to GDPR.

If it is not possible for the Parties to share personal data in completely anonymized form the Parties agree to sign a data processing agreement regarding the transfer of personal data and to use the EU provided templates for processing of personal data (available at <https://gdpr.eu/data-processing-agreement> / cf. decision 2004/915/EC, decision 2001/497/EC and decision 2010/87/EU)

When entering the Consortium Agreement and fulfilling the contractual obligations, the Parties processes information about the other Party's employees, who are part of the Consortium Agreement and other persons who are necessary for the completion of the Consortium Agreement. Each Party is data controller for the procession of these personal data, with reference to each Party's privacy policy and GDPR.

A model form for organising events and involving personal data collection for subscription, invitation and follow-up dissemination is provided in Attachment 7 hereto.

### **11.7 Language**

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

### **11.8 Applicable law**

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

### **11.9 Settlement of disputes**

The parties shall endeavour to settle their disputes amicably.

In the case of a conflict arising during the Project lifetime between members of the consortium or in case one Party disagrees with the Project, before opening the settlement of disputes process drawn hereunder, the Parties shall apply the following escalation scheme:

- A mediation meeting shall be organized within thirty (30) calendar days after official information by such Party notified in writing to the relevant consortium body. The Coordinator or its representatives shall participate to this mediation meeting. Should the Coordinator be involved in the conflict, the Parties shall appoint a temporary substitute coordinator for this mediation, by special consultation vote;
- the Steering Committee shall vote on the conflict and the proposed solutions;
- In case no solution can be found, the conflict shall be brought to the attention of the General Assembly and decisions on how to solve the conflicting case shall be voted by the General Assembly, as stated within section 6 above.
- The European Commission shall be consulted upon written and contradictory report edited within fifteen (15) calendar days after the meeting of mediation;

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 four (4) months of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

#### **11.10 Counterparts and electronic signature**

This Consortium Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement.

The counterparts of this Consortium Agreement may be executed and delivered by facsimile, email or other electronic signature (including portable document format) by the parties and the parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

### **SECTION 12. Signature Pages**

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.

**INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER (IFREMER**

Signature(s)

Patrick Vincent  
Directeur Général Délégué

Name(s)

Title(s)



Date



**CONSIGLIO NAZIONALE DELLE RICERCHE (CNR),**

Signature(s)

Name(s) Rosalia Santoleri

Title(s) CNR-ISMAR Director

Date 10-05-2021

**STICHTING DELTARES (DELTARES),**

Signature(s) 

Name(s) Toon Segeren

Title(s) Director Marine and Coastal Systems

Date 12 May, 2021



**EUROGOOS (EUROGOOS),**

Signature(s)

Name(s) *Ange Lipsa*

Title(s) *Secretary General*

Date *06.05.2021*

EuroGOOS AISBL  
Rue Vautier 29  
1000 Brussels, Belgium  
No. d'entreprise 0521.723.012  
[www.eurogoos.eu](http://www.eurogoos.eu)



**HELLENIC CENTRE FOR MARINE RESEARCH (HCMR),**

Signature(s)

Name(s)  Dr. Antonios N. Magoulas

Title(s) HCMR Director and President of the BoD

Date 02 June 2021



JERICO-DS Consortium Agreement, version 04282021

HELMHOLTZ - ZENTRUM hereon GMBH (Hereon)

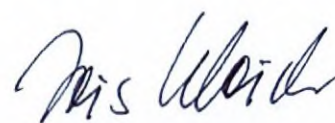
Signature(s)



Name(s)

Silke Simon  
Administrative Director

Title(s)



ppa. Dr. Iris Ulrich  
Deputy Scientific  
Director

Date

30. APR. 2021

INSTITUTO HIDROGRÁFICO

Signature(s)

Name(s)

Title(s)

Date




**HAVFORSKNINGSINSTITUTTET (IMR),**

Signature(s)

Name(s)

Title(s)

Date

  
Geir Lasse Taranger  
Research Director  
18.05.2021



P.O. Box 1870 Nordnes  
NO-5817 Bergen - Norway

**RUDER BOSKOVIC INSTITUTE (IRB),**

Signature(s) *D.M.S.*

Name(s) Dr David Matthew Smith

Title(s) Director

Date 15.06.2021



*MM*  
*LM*

**MARINE INSTITUTE (MI),**

Signature(s) *Patricia Orme*

Name(s) *PATRICIA ORME*

Title(s) *DIRECTOR OF CORPORATE SERVICES*

Date *30 APRIL 2021*



**Marine Institute**  
Foras na Mara

Rinville  
Oranmore Galway  
Tel: 353 91 387 200  
Fax: 353 91 387 201  
Email: [institute.mail@marine.ie](mailto:institute.mail@marine.ie)

**INSTITUT ROYAL DES SCIENCES NATURELLES DE BELGIQUE (RBINS),**

Signature(s)

Name(s) Patricia Supply

Title(s) General Director a.i.

Date 18.05.2021




Patricia  
Supply  
(Signature)

Digitally signed by  
Patricia Supply  
(Signature)  
Date: 2021.05.18  
11:16:51 +02'00'



**SVERIGES METEOROLOGISKA OCH HYDROLOGISKA INSTITUT (SMHI),**

Signature(s)   
Name(s) Boel ARMUS ANDRE  
Title(s) Director Core Services  
Date 2021-06-01

**SOCIB - CONSORCIO PARA EL DISEÑO, CONSTRUCCIÓN, EQUIPAMIENTO Y  
EXPLOTACIÓN DEL SISTEMA DE OBSERVACIÓN COSTERO DE LAS ILLES  
BALEARS(SOCIB),**

Signature(s)

Name(s)

Joaquín Tintoré Subirana

Title(s)

Director of SOCIB

Date

29th, april 2021



**SOCIB** Balearic Islands  
Coastal Observing  
and Forecasting  
System

**SUOMEN YMPÄRISTÖKESKUS (SYKE),**

Signature(s)



Name(s) Eeva Primmer

Title(s) Research Director

Date 12.5.2021



**TALLINNA TEHNIKAULIKOOL (TallTech),**

Signature(s) 

Name(s) Maia-Liisa Anton

Title(s) Head of Research Administration Office

Date 11.05.2021

## **ATTACHMENT 1: CONTACTS LIST**

## ATTACHMENT 2 : 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 **INSTITUT FRANCAIS DE RECHERCHE POUR L'EXPLOITATION DE LA MER**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of Ifremer 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 2**

As to **CONSIGLIO NAZIONALE DELLE RICERCHE**, 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

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)
<p>Scientific and technical information, data and knowhow, infrastructure and assets belonging to the CNR ISMAR's research groups directly participating in the Project necessary for achieving the goals of the Project workplan, as specified in the Annex 1 (Description of Action).</p>	<p>CNR excludes from its obligations to grant access rights to any background of any research group, laboratory or institute of CNR not directly involved in the Project</p> <p>CNR also hereby excludes specifically from its obligation to background to all data, databases, software source code, materials, not generated through the direct participation in the Project or which CNR is unable to grant Access right.</p> <p>All background resulting from work in cooperation with or co-funded by third parties, be it in the framework of national or international projects whose dissemination is subject to authorization by those parties, is restricted or excluded.</p> <p>Access Rights to CNR background is granted on a royalty-free basis only for the JERICO-DS project activities that are defined in the workplan. No Access Rights to source code nor object code is granted.</p>	<p>CNR excludes from its obligations to grant access rights to any background of any research group, laboratory or institute of CNR not directly involved in the Project.</p> <p>CNR also hereby excludes specifically from its obligation to background to all data, databases, software source code, materials, not generated through the direct participation in the Project or which CNR is unable to grant Access right.</p> <p>All background resulting from work in cooperation with or co-funded by third parties, be it in the framework of national or international projects whose dissemination is subject to authorization by those parties, is restricted or excluded.</p> <p>Access Rights to CNR background is granted on a royalty-free basis only for the JERICO-DS project activities that are defined in the workplan. No Access Rights to source code nor object code is granted.</p>

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

### PARTY 3

As to **STICHTING DELTARES**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of STICHTING DELTARES 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 **EUROGOOS**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of EUROGOOS 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 5

As to **HELLENIC CENTRE FOR MARINE RESEARCH**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of HELLENIC CENTRE FOR MARINE RESEARCH 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 6**

As to **HELMHOLTZ-ZENTRUM hereon GmbH (Hereon)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of Hereon 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 7

As to **INSTITUTO HIDROGRAFICO**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of INSTITUTO HIDROGRAFICO 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 8

As to **HAVFORSKNINGSINSTITUTTET**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of HAVFORSKNINGSINSTITUTTET 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 9

As to **RUDER BOSKOVIC INSTITUTE**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of RUDER BOSKOVIC INSTITUTE 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 **MARINE INSTITUTE**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of MARINE INSTITUTE 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 11

As to **INSTITUT ROYAL DES SCIENCES NATURELLES DE BELGIQUE**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of INSTITUT ROYAL DES SCIENCES NATURELLES DE BELGIQUE 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 **SVERIGES METEOROLOGISKA OCH HYDROLOGISKA INSTITUT**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of SVERIGES METEOROLOGISKA OCH HYDROLOGISKA INSTITUT 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 13**

As to CONSORCIO PARA EL DISEÑO, CONSTRUCCIÓN, EQUIPAMIENTO Y EXPLOTACIÓN DEL SISTEMA DE OBSERVACIÓN COSTERO DE LAS ILLES BALEARS, it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of CONSORCIO PARA EL DISEÑO, CONSTRUCCIÓN, EQUIPAMIENTO Y EXPLOTACIÓN DEL SISTEMA DE OBSERVACIÓN COSTERO DE LAS ILLES BALEARS 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 **SUOMEN YMPARISTOKESKUS**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of SUOMEN YMPARISTOKESKUS 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 **TALLINNA TEHNIKAULIKOOL**, it is agreed between the Parties that, to the best of their knowledge (please choose),

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)

Option 2: No data, know-how or information of TALLINNA TEHNIKAULIKOOL 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 3: ACCESSION DOCUMENT**

#### ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

**ATTACHMENT 4: LIST OF THIRD PARTIES FOR SIMPLIFIED TRANSFER  
ACCORDING TO SECTION 8.3.2.**

**ATTACHMENT 5: IDENTIFIED AFFILIATED ENTITIES  
ACCORDING TO SECTION 9.5**

The Linked third Parties represented in this Consortium Agreement are:

1. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), affiliated or linked to IFREMER
2. ISTITUTO NAZIONALE DI OCEANOGRAFIA E DI GEOFISICA SPERIMENTALE (OGS) affiliated or linked to CNR
3. MINISTERIE VAN INFRASTRUCTUUR EN WATERSTAAT (RWS), affiliated or linked to
4. DELTARES
5. ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FÜR POLAR- UND
6. MEERESFORSCHUNG (AWI), linked to and represented by Hereon
7. NORSK INSTITUTT FOR VANNFORSKNING (NIVA), affiliated or linked to IMR
8. NATIONAL UNIVERSITY OF IRELAND GALWAY (NUIG-SEMRU), affiliated or linked to
9. MI
10. FUNDACION AZTI - AZTI FUNDAZIOA (AZTI), affiliated or linked to SOCIB
11. ILMATIETEEEN LAITOS (FMI), affiliated or linked to SYKE .....

**ATTACHMENT 6: INITIAL LIST OF WORK PACKAGE LEADERS**



## ATTACHMENT 7: PERSONAL DATA

Model in case of a party organising events and involving personal data collection for subscription, invitation and follow-up

NAME :

DATE :

PLACE :

Personal data : I hereby understand that the [JERICO-DS host/organiser] has needed to collect some of my personal information and data for the means of organising the event. It may be used before, during and after the event for on - site security, attendance keeping and follow - up of the event for dissemination purposes. I understand that my personal data will be treated with the utmost respect and care and I am hereby aware that I keep full control over my data and am allowed to ask for any treatment of my data at any time.

Visual media : I hereby agree and grant [JERICO-DS host/organiser] the right and permission to use photographs and/or video recordings of myself shot during [Work shop/training course/Access on premises] through websites, publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without compensation to me. I prohibit the use of videos and photographs in contexts that compromise my personal dignity and decorum.

### 1. PRIVACY POLICY JERICO-S3 GENERAL CASE:

THE DATA CONTROLLER OF THE TREATMENT, pursuant to article 28 of the Code in personal data protection (EU 2016/679) is Data Controller – Ifremer Brest Centre, CS 10070 29280 Plouzané France, in the person of the Project Coordinator Ingrid Puillat .

MAIL [jerico@ifremer.fr](mailto:jerico@ifremer.fr).

You can exercise and manage your rights regarding personal data by contacting our Data Policy Officer :

- By postal mail: IFREMER - Data Protection Officer - 1625 route Sainte-Anne - ZI de la Pointe du Diable - CS 10070 - 29280 Plouzané
- by email: [dpo@ifremer.fr](mailto:dpo@ifremer.fr)

JERICO-DS: If you change your mind at any time, you can unsubscribe by contacting us at <mailto:jerico@ifremer.fr>. We will treat your information with respect.

### 2. TYPES OF DATA PROCESSED

*Personal and identification data* - Personal data, any information relating to an individual, identified or identifiable, even indirectly, through reference to another piece of information, including a number of personal identification; Identifying data, personal data that compare the direct information of the interested party (such as example name, surname, e-mail address, address, number of telephone, etc ...).

*Defense in court* - The User's Personal Data may be used for defense purposes on the part of the Owner in court or in the preparatory phases to his possible establishment, from abuse in the use of the same or the connected services by the User.

The data could be used to ascertain responsibility in case of hypothetical computer crimes against the site.

*Information* - We inform you that during the event videos and photographs will be taken with purpose of diffusion via web and press for promotional and communication activities (websites, mass media, social networks, flyers, brochure)

Date & Signature

## ATTACHMENT 8: LIST OF THE MEMBERS OF JERICO-DS COMMITTEES

1. Scientific and Technical Advisory Committee members list.  
(to be updated)

2. Steering Committee members list

STEERING COMMITTEE	
Steering Committee Members	Institute
Marcello Magaldi	CNR
Jukka Seppälä	SYKE
Joaquin Tintore / Juan Gabriel Fernandez	SOCIB
Paul Gaughan	MI
Ingrid Puillat	IFREMER
Joao Vitorino	IH

3. JERICO Label committee initial members list

Organization	Role	Representative/s
OGS	Lead	Rajesh Nair, Cosimo Solidoro
HCMR	Co-lead	George Petihakis
Hereon	Participant	Klas Ove Moller
CNR-ISMAR	Participant	Annalisa Griffa/Marcello Magaldi
AZTI	Participant	Julien Mader
NIVA	Participant	Andrew King
Ifremer	Participant	Patrick Farcy, Ingrid Puillat, Laurent Delauney
SOCIB	Participant	Joaquin Tintoré
CNRS	Participant	Antoine Grémare
FMI	Participant	Lauri Laakso
IMR	Participant	Henning Wehde
SMHI	Participant	Bengt Karlson
SYKE	Participant	Jukka Seppala
UPC	Participant	Joaquin del Rio
DELTARES	Participant	Anouk Blauw
CEFAS	Participant	Naomi Greenwood

#### 4. Nations Committee members list

Nations Committee			
	COUNTRY	Nations representatives	Deputies
0	Chairperson	Henning Wehde (EuroGOOS)	
1	FRANCE	Lucie Cocquempot (IFREMER)	Antoine GREMARE (CNRS)*
2	ITALY	Annalisa GRIFFA (CNR)	C. SOLIDORO (OGS)*
3	NETHERLANDS	Anouk BLAUW (Deltares)	Kees Borst (RWS)
4	GREECE	Leonidas PERIVOLIOTIS (HCMR)	
5	GERMANY	Holger BRIX (Hereon)	Philipp Fischer (AWI)
6	PORTUGAL	Joao VITORINO (IH)	
7	NORWAY	Helene Frigstad (NIVA)	Andrew KING (NIVA)*
8	CROATIA	Martin PFANNKUCHEN	
9	IRELAND	Alan BERRY (MI)	
10	BELGIUM	Sébastien LEGRAND (RBINS)	
11	SWEDEN	Patrick GORRINGE (SMHI)	
12	SPAIN	Joaquin TINTORE (SOCIB)	Julien MADER (AZTI)*
13	FINLAND	Jukka SEPPALA (SYKE)	Lauri LAAKSO (FMI)*
14	ESTONIA	Taavi LIBLIK(Taltech)	

#### 5. JERICO- User Committee members list