

CONSORTIUM AGREEMENT

Title: “INNOVATIVE PLASTICS FOR CIRCULAR-BY-DESIGN-PACKAGING”

Acronym: “NATURE”



GA Number: 956439

Table of Content

CHANGE RECORDS..... ii

CONSORTIUM AGREEMENT1

1 Section: Definitions2

2 Section: Purpose3

3 Section: Entry into force, duration and termination3

4 Section: Responsibilities of Parties4

5 Section: Liability towards each other6

6 Section: Governance structure.....7

7 Section: Financial provisions.....14

8 Section: Human resources16

9 Results16

10 Section: Access Rights19

11 Section: Non-disclosure of information21

12 Section: Miscellaneous23

13 Section Signatures.....25

Attachment 1: Background included27

Attachment 2: Accession document.....28

Attachment 3: Initial list of members and other contact persons29

Attachment 4: Template for Career Development Plan30

Attachment 5: Template for Secondment Agreement.....35

CHANGE RECORDS

Version	Date	Modifications by	Comments
v1	2020-06-25		First full version to be circulated by the Coordinator for partner's feedback
v2	2021-01-19		Updated to reflect changes du to NATURE - AMD-956439-4
V3	2020-02-23		Final version for signature

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 **January 1st, 2021** hereinafter referred to as the Effective Date.

BETWEEN:

1. POLYKEY POLYMERS SL (POLYKEY), established in AVENIDA TOLOSA 72, 20018, SAN SEBASTIAN, Spain, B01600105, the “**Coordinator**”

2. THE UNIVERSITY OF BIRMINGHAM (UoB), established in Edgbaston, Birmingham B15 2TT, United Kingdom, GB 729 8561 87.

hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

“Innovative plastics for circular-by-design- packaging”

in short

NATURE

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 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:

1 Section: Definitions

1.1 Definitions

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

1.2 Additional Definitions

Affiliate of a Party means any legal entity that is (a) directly or indirectly controlled by a Party, (b) directly or indirectly controlling a Party or (c) together with a Party, under common control of a third party.

Consortium means the Parties that sign this Consortium Agreement.

Consortium Body means the body who is part of the organizational structure of the Consortium as further detailed under Section 6.

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the Supervisory Board.

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

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

Early Stage Researcher (ESR) is a postgraduate researcher in the first four years (full-time equivalent) of their research activity, including the period of research training, who has not been awarded a doctoral degree. The ESR is recruited and employed under a separate agreement by a Party. The details of ESRs, their appointing institutions and their person-months are included in Annex I to the Grant Agreement.

Intellectual Property Rights means all present and future proprietary intellectual and industrial property rights and all other rights and titles, whether similar or not and including the right to apply for these rights, to inventions, discoveries, know-how, trade secrets, patents, utility patents, trade names, trademarks, logos, documents and documentation, reports, texts, manuals, schemes, drawings, plans, models, designs, tools, methods, systems, databases, programs, analyses, algorithms, formulae, technologies, software (including, but not limited to, object codes, source codes and software programs), semi-conductor topographies, semi-conductor chips, research and development information, works (including but not limited to works of authorship) and other creations, whether applied for or not, whether registered or unregistered, and including improvements, further developments and amendments thereto.

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; and

- for Use of own Results, Access Rights are Needed if, without the grant of such Access Rights, the Use of own Results would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

Partner Organisation means an organisation that is not signatory of the Grant Agreement, does not receive funding from the Funding Authority for the execution of the Project, has executed the Commitment as detailed in Annex I to the Grant Agreement and does not

employ any ESRs within the Project. A Partner organisation provides additional training and host ESRs during secondments. The Partner Organisations are listed in Annex I to the Grant Agreement – Part B.

Legitimate Interest means a Party's interest of any kind, in particular a commercial interest or academic interest, which may be claimed in the cases provided for in this Consortium Agreement provided that the Party concerned can prove that failure to take account of its respective interest would result in its suffering disproportionately great harm.

Minutes means the information recorded during a meeting.

Researcher means any person, including, but not limited to, a professor, the relevant department supervisor, any internal or external researcher (including, but not limited to, any student, whether paid or unpaid by a Party to carry out any work for the implementation of the Project), any employee, any consultant and/or any sub-contractor of a Party, who has been involved by that Party in the implementation of the Project, whether or not such person is mentioned in the original proposal.

Secondment means a period during which a ESR is hosted by a Partner Organisation or a Party other than his/her employing entity. Secondments are detailed in Annex I to the Grant Agreement – Part B.

Notices means any notification to be sent throughout the project implementation.

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.

Welcome Pack means a pack containing all the relevant information about the project (Grant Agreement, Marie Skłodowska Curie Actions rules and work to be performed by the ESR) and about the institution and country (contract, safety rules, housing, taxation, social security, etc).

2 Section: Purpose

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

3 Section: Entry into force, duration and termination

3.1 Entry into force

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

This Consortium Agreement shall have effect from the Grant Agreement's start date: 01/01/2021.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

According to the Grant Agreement concluded between the Parties and the European Commission, the foreseen duration of the Project will be four (4) years. This Consortium Agreement shall continue in full force and effect until complete fulfillment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Grant Agreement is not signed by the Funding Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Supervisory Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Section: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.1.1 Obligations during Secondments

During any period of Secondment to a Party or Partner Organisation, the seconded ESR shall remain employed by the Party by which he/she was recruited.

Except as otherwise set out in this Section 4.1.1, the Party employing the ESR shall be solely responsible for the fulfillment towards its ESR of the obligations of Parties set out in Article 32 of the applicable EC Grant Agreement, including the distribution to the ESR of the

monthly support in accordance with the Party's own usual accounting and management principles and practices.

Responsibilities of the Beneficiaries towards ESRs

Beneficiaries shall provide adequate supervision to any research undertaken by ESRs under the Project and follow all the provisions for good practices laid out in Annex I of the Grant Agreement.

The employment of ESRs and all expenses incurred for carrying out the Project shall be in accordance with the terms of the Grant Agreement. Each Beneficiary shall ensure the coverage of its ESRs in accordance with their own national legislation applicable to social security coverage (at least and if possible sickness and maternity benefits, invalidity and work-related accidents, and occupational diseases) and shall carry out all legal or regulatory requirements related to it. Any additional coverage required or recommended shall be advised to the ESR to take out at their own costs.

Except as otherwise set out in this Section 4.1.1, the Party or Partner Organisation hosting the ESR shall have no obligation or liability to the employing Party or to the ESR for any of the conditions set out in Article 32 of the Grant Agreement, including but not limited to liability to the employing Party or to the ESR for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

The Party hosting the ESR shall communicate to and instruct the ESR in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the seconded ESR enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

The Party hosting the ESR shall not be responsible for the payment or waiver of any cost associated with accommodation, board, or travel expenses of the seconded/visiting ESR, and shall not issue directives towards the ESR regarding the work, especially his/her scientific research work.

4.2 Breach

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

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

4.3 Involvement of third parties

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

Furthermore, if a Partner Organisation is involved the Coordinator ensures to have the Partner Organisations written Commitment in place.

5 Section: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

6 Section: Governance structure

6.1 General structure

The Coordinator is the legal entity acting as the intermediary between the Parties and the European Commission. 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.

POLYKEY and University of Birmingham have agreed to create a **Joint Governing Structure**, which will be responsible of recruiting, evaluating and confirming the joint supervision of ESRs and the final award of doctoral degree.

The organisational structure of the Consortium and its Joint Governing Structure shall comprise the following Consortium Bodies:

- **The Supervisory Board** is the main forum for decision-making and contingency planning. It shall be chaired by the Coordinator and be composed of one representative of each Party and one representative of each Partner Organisation; and
- **The Joint Governing Structure**, comprising:
- **Fellow Selection Committee** will implement the recruitment strategy and procedures. It shall be chaired by the Coordinator and be composed of one representative of each Party.
- **The Training Committee** shall be chaired by University of Birmingham and consist of one representative of each Party + one representative of the ESRs.
- **The Dissemination Committee** shall be chaired by POLYKEY and consist of one representative of each Party + one representative of the ESRs.

The two partners will actively participate in the supervisory board, in the fellow selection committee, training committee and in the dissemination committee.

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;
- 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 as follows:

	Ordinary meeting	Extraordinary meeting
Joint Government Structure	At least 2/year	At any time upon written request of any member of the Joint Government Structure;
Supervisory Board	At least 2/year	At any time upon written request of any member of the Supervisory Board;

Extraordinary meetings

- (i) Joint Government Structure: At any time upon written request of any member of the Joint Government Structure;
- (ii) Supervisory Board: At any time upon written request of any member of the Supervisory Board;

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
Joint Government Structure	30 calendar days	15 calendar days
Supervisory Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

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

Joint Government Structure	21 calendar days, 10 calendar days for an extraordinary meeting
Supervisory Board	7 calendar days

6.2.2.4 Adding agenda items:

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

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

Joint Government Structure	14 calendar days, 7 calendar days for an extraordinary meeting
Supervisory Board	2 calendar days

6.2.2.5

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

6.2.2.6

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

6.2.2.7

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

6.2.2.8

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

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

6.2.3 Voting rules and quorum

6.2.3.1

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

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 Joint Governing Structure has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4

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

6.2.4 Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

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

6.2.4.4

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

6.2.4.5

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

6.2.4.6

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

6.2.4.7

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

6.2.5 Minutes of meetings**6.2.5.1**

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 14 calendar days of the meeting.

6.2.5.2

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

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies**6.3.1 Joint Governing Structure**

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 Joint Governing Structure shall consist of one representative of each Party (hereinafter Joint Governing Structure Member).

6.3.1.1.2

Each Joint Governing Structure 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 Joint Governing Structure, unless decided otherwise in a meeting of the Joint Governing Structure.

6.3.1.1.4

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

6.3.1.2 Decisions

The Joint Governing Structure 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 Supervisory Board shall also be considered and decided upon by the Joint Governing Structure.

The following decisions shall be taken by the Joint Governing Structure:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

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

- Joint Governing Structure Members
- Supervisory Board Members

6.3.2 Supervisory Board

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

6.3.2.1 Members

The Supervisory Board shall consist of the Coordinator and one representative of the each Party.

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

6.3.2.2 Minutes of meetings

Minutes of Supervisory Board meetings, once accepted, shall be sent by the Coordinator to the Joint Governing Structure Members for information.

6.3.2.3 Tasks

6.3.2.3.1

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

6.3.2.3.2

The Supervisory Board shall seek a consensus among the Parties.

6.3.2.3.3

The Supervisory Board shall be responsible for the proper execution and implementation of the decisions of the Joint Governing Structure.

6.3.2.3.4

The Supervisory Board will coordinate the network-wide training activities, in particular it will:

- ensure an adequate balance between scientific and technological training through personalized research projects and transferable skills training;
- coordinate and supervise the network-wide training activities;
- supervise the design, implementation and revision of the Personal Career Development Plan of each ESR;
- catalyze a continuous communication and exchange of best practice among the Parties;
- report to the Joint Government Structure on the progress of the training programme; and
- prepare a Welcome Pack to give to the ESR prior to their arrival, that will provide information and tools enabling a better understanding of the Marie Curie rules, network aims, roles and training possibilities within of the different teams involved, and of the methodologies employed at each institution.

6.3.2.3.5

The Supervisory Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.6

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

6.3.2.3.7

The Supervisory Board shall:

- support the Coordinator in preparing meetings with the European Commission 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 European Commission in respect of the procedures of the Grant Agreement Article 29.

6.3.2.3.8

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

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the European Commission and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the European Commission.
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the European Commission 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.
- Coordinate the recruitment of ESRs; and
- Sign, together with the coadvisors, the certificate of the training activities carried out by each ESR.

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 European Commission in time.

6.4.3

If the Coordinator fails in its coordination tasks, the Joint Governing Structure may propose to the European Commission to change the Coordinator.

6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party other than signing in the name of all Parties the Accession document with a new Party in execution of a respective decision of the Supervisory Board according to Article 3.1 of this Consortium Agreement.

6.4.5

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

7 Section: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the European Commission to the Project for “*living, mobility and family allowances*” as well as for “*research, training and network costs*” shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the European Commission, and
- the provisions of payment in Section 7.3.

The financial contribution of the European Commission to the Project for “*Management and Overheads*” shall be distributed by the Coordinator according to:

- 50% of each Party's budget for the Management and Overheads Costs category will be retained by the Coordinator to perform project management and coordination tasks.
- 7,200€ of each Party's budget for the Research, training & networking costs will be retained by the Coordinator and transferred to partner organisation UPV/EHU to cover R&T costs of the secondments (2 ESRs * 2 months/ESR * 1800€/month = 7,200€).
- the approval of reports by the European Commission, and
- the provisions of payment in Section 7.2.

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

The budget distribution according to the abovementioned provisions can be found below:

Party	Person-months	Researcher Unit Costs			Institutional Costs		Total
		Living Allowance	Mobility Allowance	Family Allowance	Research, training & Networking Costs	Management & Overheads	
POLYKEY	71.05	221,661.14	42,632.88	17,763.70	135,098.64	127,898.58	545,054.94
UoB	71.05	324,823.72	42,632.82	17,763.68	120,698.46	42,632.82	548,551.50
TOTAL	142.11	546,484.86	85,265.70	35,527.38	257,797.10	170,531.40	1,093,606.44

All amounts are in euros (€)

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Return of excess payments; receipts

7.1.4.1

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

7.1.4.2

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

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 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 European Commission'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 European Commission 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 European Commission without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the European Commission 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 that 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 European Commission.

8 Section: Human resources

8.1 Mobility and exchange actions

Mobility and exchange actions may be carried out in accordance with the Grant Agreement and any laws and regulations that may apply in the host country.

8.2 Employment

Each Party is responsible for the employment of any persons required for the administration and the implementation of his part of the Consortium's Work, as well as their secondment to other Parties as part of the mobility activities, in accordance with the eligibility criteria of the Grant Agreement. In case of staff mobility within the Consortium, the employees of each Party shall retain the status they originally had, and their organisation of affiliation shall retain its duties as employer, and pay and manage this person pursuant to the applicable legislation and internal policies.

Each Party shall ensure the social security coverage of its employees in accordance with applicable national legislation, as well as compliance with national health and safety standards, and shall carry out all legal or regulatory requirements related to it.

Employees of a Party working, for the purposes of the Project, on the premises of another Party are required to comply with that Party's internal policies as well as with all general or special rules of health and safety in place at the premises of the host Party. The host Party agrees to inform the employer of any risks to which its employees may be exposed on the host premises, together with such internal policies and general or special rules of health and safety. The Party sending staff and students is required to be in a position to justify to the host Party the compliance of the status of all of its employees and students under labour and employment law rules or other rules applicable to them.

9 Results

It is an important goal of the Project to disseminate the materials and results arising from the Project through a variety of methods. Accordingly, by their signatures of this Consortium Agreement, the Parties acknowledge that, other than to the extent to which, and only for as long as, Results must be kept confidential in order to secure Intellectual Property Rights protection thereof, there shall be a presumption of disclosure.

Regarding Results, Grant Agreement Section 3 shall apply with the following additions:

9.1 Joint ownership

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

Unless otherwise agreed:

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

9.2 Transfer of Results

9.2.1

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

9.2.2

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

9.2.3

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

9.2.4

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

9.3 Dissemination

9.3.1

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

9.3.2 PhD Thesis

A crucial aspect of the success of this project is that the ESRs complete their PhD Thesis. Therefore, the Parties should ensure that all the IP protection will be done in due time and that such protection does not unduly delay the defense of the PhDs.

9.3.3 Dissemination of own Results

9.3.3.1

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

Prior notice of any planned publication shall be given to the other Parties at least 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 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

9.3.3.2

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

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

9.3.3.3

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.

9.4

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

9.4.1 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.

9.4.2 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.

9.4.3 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.

10 Section: Access Rights

10.1 Background included

10.1.1

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

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

10.1.2

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

10.2 General Principles

10.2.1

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.

10.2.2

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

10.2.3

Access Rights shall be free of any administrative transfer costs.

10.2.4

Access Rights are granted on a non-exclusive basis.

10.2.5

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

10.2.6

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.

10.2.7

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

10.3 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.

10.4 Access Rights for Exploitation

10.4.1 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.

10.4.2

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

10.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 10.7.2.1.2, after the termination of the requesting Party's participation in the Project.

10.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

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- 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 fulfill 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.

10.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and

subject to such terms and conditions as may be agreed between the owning and receiving Parties.

10.7 Access Rights for Parties entering or leaving the consortium

10.7.1 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.

10.7.2 Parties leaving the consortium

10.7.2.1 Access Rights granted to a leaving Party

10.7.2.1.1 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 Supervisory Board to terminate its participation in the consortium.

10.7.2.1.2 Non-defaulting Party

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

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

10.7.2.2 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.

10.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

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

11 Section: Non-disclosure of information

11.1

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

11.2

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

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

11.3

The recipients shall be responsible for the fulfillment 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.

11.4

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

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

11.5

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

11.6

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

11.7

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

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

12 Section: Miscellaneous

12.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (Initial list of members and other contact persons)

Attachment 4 (Template for Career Development Plan)

Attachment 5 (Template for Secondment Agreement)

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

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

12.2 No representation, partnership or agency

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

12.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 11.7.2.1.1, and 13.4) 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/air mail with recorded delivery/ 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 fulfills the conditions of written form.

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

12.4 Assignment and amendments

Except as set out in Section 9.3, 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 require a separate written agreement to be signed between all Parties.

12.5 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.

12.6 Language

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

12.7 Applicable law

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

12.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The language of the arbitration shall be English if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

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

13 Section Signatures

AS WITNESS:

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

POLYKEY POLYMERS SL

Signature(s)

45823976H
ANDERE
BASTERREC
HEA (R:
B01600105)

Firmado
digitalmente por
45823976H ANDERE
BASTERRECHEA (R:
B01600105)
Fecha: 2021.02.24
15:50:12 +01'00'

Name(s): Andere Basterrechea

Title(s) CEO

Date

THE UNIVERSITY OF BIRMINGHAM

Signature(s)

A handwritten signature in black ink, appearing to read 'DL', with a stylized flourish at the end.

Name(s) David Law

Title(s) Head of Research Operations

Date 25/02/2021

Attachment 1: Background included

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

PARTY 1

As to POLYKEY POLYMERS SL (POLYKEY), it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of POLYKEY POLYMERS SL 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 THE UNIVERSITY OF BIRMINGHAM, it is agreed between the Parties that, to the best of their knowledge

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

[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 3: Initial list of members and other contact persons

Recipients for Notices Notices in Accordance with Section 12 of this Consortium Agreement.

Party	Full Name	Postal address	Email
POLYKEY	Haritz Sardon	POLYMAT University of the Basque Country UPV/EHU. Joxe Mari Korta Center Avda. Tolosa, 72 20018 Donostia-San Sebastian, Spain.	haritz.sardon@ehu.es
	Andere Basterretxea	POLYKEY POLYMERS Joxe Mari Korta Center Avenida de Tolosa 72 20018 Donostia-San Sebastian Spain	andere.basterretxea@polykey.eu
	Edurne Gaston	POLYMAT University of the Basque Country UPV/EHU. Joxe Mari Korta Center Avda. Tolosa, 72 20018 Donostia-San Sebastian, Spain.	edurne.gaston@ehu.eus
UoB	Formal Notices to: Director of Research Support Services.	University of Birmingham, Edgbaston, Birmingham, B15 2TT United Kingdom	
	Project Related Notices to: Professor Andrew Dove.	University of Birmingham, School of Chemistry, Edgbaston, Birmingham B15 2TT, United Kingdom.	a.dove@bham.ac.uk

Attachment 4: Template for Career Development Plan

Career Development Plan-Year 1

(Draft)

Name of ESR:

Department:

Name of Supervisor:

Date:

BRIEF OVERVIEW OF RESEARCH PROJECT AND MAJOR ACCOMPLISHMENTS EXPECTED (half page should be sufficient):

LONG-TERM CAREER OBJECTIVES (over 5 years):

1. Goals:.....
.....

2. What further research activity or other training is needed to attain these goals?.....
.....

SHORT-TERM OBJECTIVES (1-2 years):

1. Research results
o Anticipated publications:
.....
.....

o Anticipated conference, workshop attendance, courses, and /or seminar presentations:
.....
.....

2. Research skills and techniques:
o Training in specific new areas, or technical expertise etc:
.....
.....

3. Research management:

o Fellowship or other funding applications planned (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)

.....
.....

4. Communication skills:

.....
.....

5. Other professional training (course work, teaching activity):

.....
.....

6. Anticipated networking opportunities

.....
.....

7. Other activities (community, etc) with professional relevance:

.....
.....

Date & Signature of fellow:

Date & Signature of supervisor

Career Development Plan-Final year

(Draft)

BRIEF OVERVIEW OF PROGRESS, ACHIEVEMENT AND PERFORMANCE (half page should be sufficient):

LONG-TERM CAREER OBJECTIVES (over 5 years):

If relevant, mention any adjustments to your long-term career objectives as a result of the training received.

SHORT-TERM OBJECTIVES ACHIEVED DURING THE TRAINING PERIOD:

- 1. Research results
 - o Publications (incl. in press):

 - o Conference, workshop attendance, courses, and /or seminar presentations:

- 2. Research Skills and techniques acquired:
 - o Training in specific new areas, or technical expertise etc:

- 3. Research management:
 - o Fellowship or other funding applications achieved (indicate name of award if known; include fellowships with entire funding periods, grants written/applied for/received, professional society presentation awards or travel awards, etc.)

- 4. Communication skills:

.....

.....

- 5. Other professional training (course work, teaching activity):

.....

.....

- 6. Anticipated networking opportunities

.....

.....

- 7. Other activities (community, etc) with professional relevance:

.....

.....

Date & Signature of fellow:

Date & Signature of supervisor

Career Development Plan

Guidance on some of the competencies expected

The following points are a non-exhaustive series of aspects that could be covered by the Career Development Plan, and it is relevant to the short-term objectives that will be set by the ESR and the reviewer at the beginning of the fellowship period. These objectives should be revised at the end of the fellowship and should be used as a pro-active monitoring of progress in the ESR's career.

1. *Research results.*

These should give an overview of the main direct results obtained as a consequence of the research carried out during the training period. It may include publications, conference, workshop attendance, courses, and /or seminar presentations, patents etc. This will vary according to the area of research and the type of results most common to each field. The information at this level should be relatively general since the career development plan does not strictly constitute a report on the scientific results achieved.

2. *Research Skills and techniques acquired.*

Competence in experimental design, quantitative and qualitative methods, relevant research methodologies, data capture, statistics, analytical skills.

Original, independent and critical thinking.

Critical analysis and evaluation of one's findings and those of others

Acquisition of new expertise in areas and techniques related to the ESR's field and adequate understanding their appropriate application

Foresight and technology transfer, grasp of ethics and appreciation of Intellectual Property Rights.

3. *Research management.*

Ability to successfully identify and secure possible sources of funding for personal and team research as appropriate.

Project management skills relating to proposals and tenders work programming, supervision, deadlines and delivery, negotiation with funders, financial planning, and resource management.

Skills appropriate to working with others and in teams and in teambuilding.

4. *Communication skills.*

Personal presentation skills, poster presentations, skills in report writing and preparing academic papers and books.

To be able to defend research outcomes at seminars, conferences, etc.

Contribute to promote public understanding of one's own field

5. *Other professional training (course work, teaching activity):*

Involvement in teaching, supervision or mentoring

6. *Anticipated networking opportunities.*

Develop/maintain co-operative networks and working relationships as appropriate with supervisor/peers/colleagues within the institution and the wider research community

7. *Other activities (community, etc) with professional relevance.*

Issues related with career management, including transferable skills, management of own career progression, ways to develop employability, awareness of what potential employers are looking for when considering CV applications etc.

Attachment 5: Template for Secondment Agreement

Template NATURE Secondment Agreement

This agreement is made between:

[SECONDING ENTITY or PARTNER ORGANISATION NAME] (hereinafter indicated as [SECONDING ENTITY or PARTNER ORGANISATION SHORT NAME] or “Seconding Entity”) established in [SECONDING ENTITY’S LEGAL ADDRESS] and

[HOSTING ENTITY or PARTNER ORGANISATION NAME], hereinafter indicated as [HOSTING ENTITY or PARTNER ORGANISATION SHORT NAME] or “Host Entity” established in [HOSTING ENTITY’S LEGAL ADDRESS]

Definitions:

Early stage researcher (ESR): is a researcher in the first four years (full-time equivalent) of their research activity, including the period of research training.

Secondment: means a period during which a ESR is hosted by a entity (Host Entity) other than his/her employing institution (Seconding Entity).

Secondment Plan: The detailed plan of activities to be carried by the ESR in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan (Attachment 3 to the Consortium Agreement)

The Seconding Entity agrees to the placement of [INSERT NAME OF EARLY STAGE ESR] (the ‘ESR’) with [INSERT HOSTING ENTITY’S SHORT NAME] as a seconded ESR within the framework of the Marie Skłodowska-Curie Action - Innovative Training Network “INNOVATIVE PLASTICS FOR CIRCULAR-BY-DESIGN- PACKAGING” (NATURE), Grant Agreement 956439, for 100% full time equivalent on the following conditions:

1. Effective Date: [INSERT START DATE]
2. Period of agreement: [INSERT START and END DATES]
3. Services

During the period of the secondment the ESR will undertake the role of [XXX] and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Host Entity in [INSERT NAME OF CITY AND COUNTRY] and the ESR will reside in that country.

The Host Entity will provide the facilities necessary for the ESR to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

4. Finance arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.

In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the ESR.

The ESR will not receive any other incomes than those received from the [SECONDING ENTITY or PARTNER ORGANISATION SHORT] for the activities carried out in the framework of this agreement.

5. Terms and Conditions

The ESR shall at all times remain subject to the terms and conditions under his/her contract with the Seconding Entity. The ESR will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to its appointment of the ESR. Any current pension arrangements of the ESR will remain unchanged.

This Agreement shall be governed by Host Entity country's law and the ESR's and Host Entity consent to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement.

The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The secondment is subject to the ESR being and remaining eligible to be appointed in the seconding country and is subject to the ESR obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country's immigration rules.

While the Host Entity is supporting this placement, the ESR shall be under the day-to-day control of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.

The ESR must devote him/herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.

The Host Entity agrees to provide the ESR with [XXX] days leave per annum, pro rata to the full time entitlement of [INSERT NUMBER] days annual leave per annum as per the Seconding Entity's terms of conditions of employment. In addition the ESR will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.

The Host Entity will ensure that the ESR enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will provide health, safety and accident insurance coverage or equivalent for the ESR as required by law.

The Host Entity shall indemnify the Seconding Entity against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the Seconding Entity in settling, contesting or dealing for the same) resulting from any breach by the Host Entity of its obligations under this Agreement.

The Seconding Entity shall not be liable in respect of any loss or damage suffered by any Party arising out of or relating to Host Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the ESR and other persons who may also be affected.

7. Intellectual Property

[Note: The Results or Background must be solely owned by a Party of the Consortium in order for it to grant access or ownership, and by granting access or ownership to the Partner organisation you must ensure that the access rights of the other NATURE beneficiaries are maintained.

The default statements below mean that any Result generated by the ESR remains the property of the Seconding Entity, but this could be changed to:

- 1) Sharing ownership between both organisations
- 2) Giving licensing rights to the Partner Organisation

You may wish to enter into a separate, specific ownership/joint ownership agreement concerning particular intellectual property, or include details of the arrangements in the Secondment Plan. In any case, the Grant Agreement and Consortium Agreement must be respected – please ask the coordinator for advice if necessary.

[Option 1: Results are the property of the Seconding Entity]

Any Results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be the property of the Seconding Entity.

Access Rights to Results shall be granted to Host Entity on Fair and Reasonable conditions. In any case, the Access Rights of the other REPOL Parties shall be maintained in accordance of Article 31 of the Grant Agreement.

[Option 2: Results are co-owned between Host Entity and Seconding Entity]

Any Results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be co-owned by the Seconding Entity and the Host Entity.

In any case, the Access Rights of the other NATURE Parties shall be maintained.

The ESR has the same rights and will comply with the same obligations as the Partner Organisation hosting the ESR with regards to the Grant Agreement Article 36.

In the case that the Partner Organisation wishes to protect the confidentiality of any data, documents or other material made available to the ESR within the context of the Secondment, the Partner Organisation will enter into a separate Non-Disclosure Agreement (NDA) with the ESR. In the case that confidential information is intended to form part of the

thesis, dissertation, publication or poster of the ESR, this NDA will include specific provisions to ensure that the confidential information remains protected.

In the case that the ESR enjoys Access Rights to any Background, Results and information generated within the Project or information, copyrights, data, documents, materials or IPR owned by the other Parties, the ESR will ensure that the rights of the respective Parties are upheld in accordance with the Grant Agreement and the Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Partner Organisation and the respective owner(s) granting Access Rights, the ESR will treat all such information, results, copyrights, data, documents, materials or IPR as "Confidential Information" in accordance with the terms of the Grant Agreement Article 36.

The ESR shall inform the Party and the Partner Organisation as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.

The ESR shall inform the Party as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the Grant Agreement.

8. Additional Remarks

Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the Grant Agreement.

Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the ESR at the Seconding Entity.

The period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see 'Termination' below) but shall be specifically reviewed in **INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT**].

Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the Seconding Entity and Host Entity prior to initiation or amendment.

9. Termination

This Agreement shall be terminated if the ESR's appointment by the Second Entity is terminated for whatever reason.

Either the Seconding Entity or the Host Entity may terminate this agreement before the end of the period with three (3) month's notice in writing to the other entity.

At the end of the Agreement the scientist in charge will resume the full duties of the post of the ESR for the **INSERT NAME OF DEPARTMENT**] at the Seconding Entity.

10. Signatures

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the ESR.

- Signed..... Date:
 NAME
 JOB TITLE
 For and on behalf of the [INSERT NAME AND ADDRESS OF SECONDING ENTITY]

- Signed..... Date: Stamp:
 NAME
 JOB TITLE
 For and on behalf of the [INSERT NAME AND ADDRESS OF HOST ENTITY]

- Read and agreed:

Signed..... Date:
 NAME
 ESR