

EuroFIR-NEXUS CA v2 (Master)

EuroFIR-NEXUS

The EuroFIR Food Platform: Further integration, refinement and exploitation for its long-term self sustainability

FP7 CONSORTIUM AGREEMENT

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007, hereinafter referred to as Annex II of the EC-GA, and is made on [DATE TO BE INSERTED], hereinafter referred to as "Effective Date"

BETWEEN:

(1) **THE INSTITUTE OF FOOD RESEARCH**, registered in England and Wales with company number 03009972 and whose registered office is at Norwich Research Park, Colney Lane, Norwich NR4 7UA ("**IFR**").

("the Coordinator")

(2) **EuroFIR AISBL**, incorporated and registered in Belgium with registered office at Rue Washington 40, 1050 Brussels, Belgium ("**AISBL**").

(3) **FOODCON**, incorporated and registered in Belgium with registered office at 8, Rue du Châtelain, Bruxelles, B-1000, Belgium ("**FOODCON**")

(4) **UNIVERSITY COLLEGE CORK**, National University of Ireland, Western Road , Cork, Republic of Ireland ("**UCC**")

(5) **WAGENINGEN UNIVERSITEIT**, Bomenweg 2, Wageningen 6703 HD, Netherlands ("**WAGENINGEN**")

(6) **BRITISH NUTRITION FOUNDATION**, 52-54 High Holborn House, High Holborn, London WC1V 6RQ ("**BNF**")

(7) **DANISH FOOD INFORMATION**, Borgegiget 12, Roskilde DK4000 Denmark ("**DFI**")

(8) Eidgenössische Technische Hochschule Zürich, Raemistrasse 101, Zurich, Switzerland ("**ETHZ**")

(9) **DANMARKS TEKNISKE UNIVERSITET**, Anker Engelundsvej 1, Building 101A, KONGENS LYNGBY 2800, Denmark ("**DTU**")

(10) **LIVSMEDELS VERKET**, Hamnesplanaden 5, UPPSALA 751 26, Sweden ("**NFA**")

(11) **INSTITUT ZA MEDICINSKA ISTRA IVANJA**, DR SUBOTICA 4 PRIZEMLJE, BELGRADE 11129, Serbia ("**IMR**")

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(12) **SVERIGES LANTBRUKSUNIVERSITET, Institutionen för livsmedelsvetenskap**, Arrheniusplan 2C UPPSALA 75007 Sweden (“SLU”)

(13) **Vyskumny ustav potravinarsky**, Priemyselna 4, Bratislava 824 75 Slovakia (“FRI-SK”)

(14) **French Agency for Food, Environmental and Occupational Health Safety (ANSES) {as integrating the former AGENCE FRANCAISE DE SECURITE SANITAIRE DES ALIMENTS}**, 27/31 Avenue du General Leclerc, MAISONS-ALFORT 94701, France (“AFSSA”); (“ANSES”)

(15) **Instituto Nacional de Saúde Doutor Ricardo Jorge**, I.P., Av. Padre Cruz, Lisboa 1649-016, Portugal (“INSA”)

(16) **TERVEYDEN JA HYVINVOINNIN LAITOS**, MANNERHEIMINTIE 166, HELSINKI 00300, FINLAND (“THL”)

(17) **ISTITUTO NAZIONALE DI RICERCA PER GLI ALIMENTI E LA NUTRIZIONE**, Via Ardeatina, 546, ROMA 00178, ITALY (“INRAN”)

(18) **CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER**, Cours Albert-Thomas, 150, LYON CEDEX 08, 69372, FRANCE (“IARC”)

(19) **TOPSHARE INTERNATIONAL B.V.**, Dreijenlaan 2, Wageningen, 6703HA, Netherlands (“Topshare”)

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

relating to the Project entitled:

The EuroFIR Food Platform: Further integration, refinement and exploitation for its long-term self sustainability

in short::

EuroFIR-NEXUS

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of “Collaborative Project”.

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The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.eu.

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 without the need to replicate said terms herein.

1.2 Additional Definitions

“Consortium Plan”

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

“Consortium Budget”

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”

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 Article 4.2 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

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

For Use of own Foreground:

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

“Software”

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

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 Party enters the Consortium upon signature of the accession document Attachment 3 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA 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 and Annex II of the (EC-GA Article II.37. and II.38.).

If the Commission does not award the EC-GA or terminates the EC-GA or a Party's participation in the EC-GA, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights 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.

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 EC-GA and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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

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

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

Each Party shall make its respective financial (or other) contributions to the Project as identified in Annex I of the EC-GA without default.

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the Coordinator will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project (and as therefore may be provided for in Annex I (Description of Work) of the EC-GA) remains solely 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 EC-GA. 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 EC-GA.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Foreground 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 Affiliates) 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.

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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 I of the EC-GA 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 non-contractual 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 Foreground or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies, as are set out in Figure 8 of Annex 1 of the EC-GA:

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

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

Technical & Sustainability Management Board ("TSB") as the Project scientific monitoring body which shall report to the Executive Board (and the Coordinator)

External Advisory Board ("EAB") as a means of ensuring regular contact and feedback with organisations and stakeholders relevant to the Project

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 EC-GA and this Consortium Agreement. The Coordinator shall be supported by a dedicated Project Management Office ("PMO") at IFR.

Work Package Leaders shall also be responsible for monitoring and reviewing progress of their respective Work Packages feeding back to the Coordinator and Executive Board.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

should be present or represented at any meeting of such Consortium Body; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings.

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6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least twice a year (plus quarterly teleconference meetings a year)	At any time upon written request of any Member of the Executive Board
TSB	At least twice a year	At any time upon written request of any Member of the respective Work Package
EAB	At least once a year	At any time upon written request of any Member of the Executive Board

Work Package Leaders shall also arrange a meeting of their Work Package at least twice a year.

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
Executive Board	14 calendar days	7 calendar days
TSB EAB	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.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days

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TSB EAB	7 calendar days
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6.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 working days
TSB EAB	2 working 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 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 signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body.

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

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Article 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).

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

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

6.2.3.4 Defaulting Parties may not 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 15 days after the draft minutes of the meeting are sent.

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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 A Party may not veto decisions relating 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.

6.2.4.6 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 shall send the draft minutes to all Members within 10 calendar days of the meeting.

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

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

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

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

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

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

6.3.1.2 Decisions

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

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- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Additions to Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)
- Additions to Attachment 4 (Listed Affiliated Entities)
- Additions to Attachment 6 (List of Third Parties)

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
- 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 European Commission for a change of the Coordinator
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and the Consortium Agreement

Appointments

On the basis of Annex I, the appointment if necessary of:

- Sub Project Leaders
- Executive Board Members

6.3.2 Executive Board

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

6.3.2.1 Members

The Executive Board shall consist of the Coordinator and the list of members ("Executive Members") as set out in Article 2.1.2 of Annex 1 to the EC-GA.

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise.

6.3.2.2 Minutes of meetings

Minutes of Executive Board 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 Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

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

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

6.3.2.3.5 In addition, the Executive 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 General Assembly.

6.3.2.3.6 The Executive Board shall:

- • Ensuring effective cross-work package communication and integration activities;
- • Optimise and enhance the overall impact of the Project;
- • Monitor the overall progress of the project,
- • Ensure the project runs to schedule, and identify unforeseen factors that may limit progress, recommend corrective actions that may be required, and (after agreement by the European Commission) implement and monitor such activities;
- • 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 EC-GA Article II 30.3.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Executive Board 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.

6.3.3 Technical & Sustainability Management Board

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

6.3.3.1 Members

The TSB shall consist of the list of members set out in Article 2.1.3 of Annex 1 of the EC-GA ("TSB Member").

6.3.3.2 Tasks

The TSB Members shall:

- Discuss, explore and develop new technical requirements with regards design and implementation;
- Define and monitor quantitative & qualitative objectives of technical and integration activities;
- Recommendations for optimising information flows outside the project concerning all technical and sustainability activities;
- Provide sufficient and appropriate information on the progress to the EB;
- Support the coordinator in the risk assessment and management at the technical level.

6.3.4 External Advisory Board (EAB)

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

6.3.4.1 Members

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The EAB shall consist of the list of members set out in Article 2.1.5 of Annex 1 of the EC-GA ("EAB Member").

6.3.4.2 Tasks

The EAB Members shall together ensure:

- that the EuroFIR Food Platform will be further strengthened and embedded in the food and nutrition research thus contributing to the structuring of the European Research Area and the continued leadership of Europe in this area;
- that training and career development of future generations of Europe's scientists and technologists takes account of the expertise being developed in the European Food Data Platform;
- that the deliverables, other outputs, products and tools are fine-tuned to the needs of the stakeholders;
- that the dissemination of the deliverables and other tools function optimally;
- that new funding initiatives and opportunities are fully exploited for long-term financial self-sustainability and durable integration of the partner organizations;
- that European industries are able to capitalise on developments at the earliest opportunities.

6.3.5 Work package-Leaders (WP-L)

The WP-L for each Work Package is appointed by the General Assembly.

The WP-L shall have the following functions only:

- communicating any plans, deliverables, documents and information connected with the Work Package between its Members and, if relevant, to the Executive Board
- submitting the implementation plan of the Work Package to the Executive Board for review and proposing an update of the Consortium Plan.
- coordinating on a day-to-day basis the progress of the technical work under the Work Package
- following up decisions made by Consortium Bodies insofar as they affect the Work Package
- advising the Coordinator of any discrepancy with the Consortium Plan, including any delay in delivery.
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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 EC-GA 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 and other deliverables (including financial statements and related certifications) to the European Commission
- transmitting documents and information connected with the Project to and between Work Package Leaders, as appropriate, and any other Parties concerned
- administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3

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- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly 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.

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

6.5 Project Management Office (“PMO”)

The PMO shall be proposed by the Coordinator. It shall be appointed by the Executive Board and shall assist and facilitate the work of the Executive Board and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The Community financial contribution to the Project shall be distributed by the Coordinator according to:

- the Consortium Budget as included in the Consortium Plan
- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.3.

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

The Parties hereby agree that the Coordinator shall hold the central budget for network and workshop meetings, and all training, under the Project. The central travel and training budget, which shall be allocated for agreed travel and subsistence expenses of individual Parties in accordance with a set of guidelines to be prepared by the Coordinator and ratified by the General Assembly prior to the start of the Project.

The Coordinator may, at its discretion and only where it has received sufficient monies to do so, agree to make advance payments from the above payment scheduling to individual Contractors where an individual Contractor can demonstrate a reasonable requirement to receive advance payments for work that would otherwise not be possible due to cash flow considerations of that Contractor. All such payments of this type will require ratification by the Executive Board at its next available meeting.

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

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A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.

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

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

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

7.2 Budgeting

The Consortium Budget 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 Community 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.

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:

Pre-financing distribution Payments

Year One

Following commencement, and in accordance with the EC-GA, the Coordinator will receive a fixed amount of funds from the Commission as pre-financing, which shall be up to 60% of the total EC contribution less the Guarantee Fund (€550K).

On the Coordinator's receipt of such pre-financing, a sum of €177381 (in respect of travel, training and the CEN secretariat support) will be retained by the Coordinator ("Top-slice").

The remaining sum of €372618 after the Top Slice shall be distributed to Parties in three tranches.

The planned pre-financing distribution payment schedule for all beneficiaries (and showing the effect of Top Slice) is set out in Attachment 7.

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The remainder of the Consortium Budget (after pre-financing) and due to a Party will be distributed by the Coordinator only following formal acceptance of the final report by the Commission and only after receipt by the Coordinator of cleared funds for this balancing payment from the Commission.

The Coordinator is entitled to withhold any payments due to a Party identified by a Consortium Body to be in breach of its obligations under this Consortium Agreement or the EC-GA 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.

7.3.3

A Party shall be entitled to Travel Costs for official meetings only and must be pre-approved by the Coordinator at least 30 days in advance of the meeting date.

A Party shall receive from the Coordinator payment in respect of Travel Costs in the first and second tranche of the Pre-financing payments (in addition to the Pre-financing amount in each tranche) only in accordance with the travel budget shown in Attachment 8.

Hotel and subsistence allowances will be held centrally by the Coordinator, who will be responsible for making payments in respect of hotel bookings and subsistence.

7.3.4

Central Training Budget

The training budget will be retained by the Coordinator and all bursary payments to a Party from this budget must be approved and confirmed in advance by the Coordinator.

Reimbursement of funds will be made to appropriate Parties through that Party's periodic financial return and shall be no greater than the approved and confirmed bursary. Parties outside the Consortium should seek approval of the Coordinator for the total cost of a bursary in advance, which will then be reimbursed by invoice after the training has taken place.

Section 8: Foreground

Regarding Foreground, EC-GA Article II.26. - Article II.29. shall apply with the following additions:

8.1 Joint ownership

In case of joint ownership, each of the joint owners shall be entitled to Use the joint Foreground as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

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

8.2 Transfer of Foreground

8.2.1 Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 27.

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8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (6) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (6) after signature of this Agreement requires a decision of the General Assembly.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

8.3 Dissemination

8.3.1 Publication

8.3.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions.

Prior notice of any planned publication shall be made 45 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

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

8.3.1.3 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 actions are performed following the discussion.

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 2 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background as listed in Attachment 1, and excluding that listed in Attachment 2, shall be available for the granting of Access Rights in accordance with the provisions of this Consortium Agreement.

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 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

9.2.3 If the General Assembly considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

9.2.5 Foreground 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 Foreground and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis.

9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted on a royalty-free basis.

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

9.4.3 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the EC-GA Article II.34.3.

In addition, Affiliate Entities shall also enjoy Access Rights if they can show that: they hold a licence on Foreground developed by a Party they are affiliated to; and they Need Access Rights in order to Use such Foreground; and they are established in a Member State or an Associated Country; and they are listed in Attachment 4 (Listed Affiliated Entities) to this Consortium Agreement.

Such 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 grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the EC-GA or this Consortium Agreement as if such Affiliated Entities were Parties.

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

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

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

The intention of the Parties is however to assign ownership of all Foreground to EuroFIR AISBL upon completion of the Project. The Executive Board shall convene an Extraordinary Meeting (in accordance with Article 6.2.2.1) of the General Assembly to take place 6 months prior to the end of the Consortium, where all such negotiations and agreements required to put in place this intention, including Access Rights, shall be determined by the General Assembly.

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

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9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Art. 9.4.2.

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 EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

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

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

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of transmission, 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", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed by law for the recording of ongoing obligations, the Recipients may however keep a copy for archival purposes only and under strict terms of confidentiality as provided for under this Agreement.

Comment [r e1]: OK. Have seen this request before for Swedish participants.

Comment [r e2]: SLU request - New wording to deal with Swedish law requirement to maintain records & therefore cannot be returned without a copy being taken.

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure.

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

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

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8 The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Background excluded)

Attachment 3 (Accession document)

Attachment 4 (Listed Affiliated Entities)

Attachment 5 (initial list of Members and other contact persons)

Attachment 6 (List of Third Parties to which transfer of Foreground is possible without prior consent of other Parties)

Attachment 7 (Pre-Financing for individual partners)

Attachment 8 (EuroFIR Nexus Travel)

Attachment 9 (EuroFIR Nexus Travel Guidelines)

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In case the terms of this Consortium Agreement are in conflict with the terms of the EC-GA, 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 which fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. 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 based on the initial list of Members and other contact persons in Attachment 5.

Formal notices:

If it is required in this Consortium Agreement (Article. 9.7.2.1.1 and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

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

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

11.4 Assignment and amendments

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 Article 6.3.1.2 require a separate agreement between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium.

11.8 Settlement of disputes

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 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 or to enforce an arbitration award in any applicable competent court of law.

11.9 Special clauses: Because of IARC's particular status as a Specialised Agency of the United Nations (thus being a public body and international organisation as referred to in the EC-GA), having adhered to the UN-EC Financial and Administrative Framework Agreement of 29.04.2003 (FAFA), the Parties agree that the special clauses which have been incorporated to Article 9 of the EC-GA shall also apply to this Consortium Agreement, in particular to clauses 4.1, 11.7, 11.8.

Comment [r e3]: TBC - require evidence that this has been properly incorporated into the EC-GA as stated by IARC.

Section 12: Signatures

AS WITNESS:

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

(1) THE INSTITUTE OF FOOD RESEARCH Signature(s) Name(s) Title(s)
(2) EuroFIR AISBL Signature(s) Name(s) Title(s)
(3) FOODCON Signature(s) Name(s) Title(s)
(4) UNIVERSITY COLLEGE CORK Signature(s) Name(s) Title(s)
(5) WAGENINGEN UNIVERSITEIT Signature(s) Name(s) Title(s)
(6) BRITISH NUTRITION FOUNDATION Signature(s) Name(s) Title(s)
(7) DANISH FOOD INFORMATION Signature(s) Name(s) Title(s)
(8) Eidgenössische Technische Hochschule Zürich Signature(s) Name(s)

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Title(s)
(9) DANMARKS TEKNISKE UNIVERSITET Signature(s) Name(s) Title(s)
(10) LIVSMEDELS VERKET Signature(s) Name(s) Title(s)
(11) INSTITUT ZA MEDICINSKA ISTRA IVANJA Signature(s) Name(s) Title(s)
(12) SVERIGES LANTBRUKSUNIVERSITET, Institutionen för livsmedelsvetenskap Signature(s) Name(s) Ase Sternesjö Title(s) Head of Department Ingrid Ragnarsdotter Jajke Research Liasion Officer
(13) Vyskumny ustav potravinarsky Signature(s) Name(s) Title(s)
(14) French Agency for Food, Environmental and Occupational Health Safety Signature(s) Name(s) Title(s)
(15) Instituto Nacional de Saúde Doutor Ricardo Jorge, I.P. Signature(s) Name(s) Title(s)
(16) TERVEYDEN JA HYVINVOINNIN LAITOS Signature(s) Name(s) Title(s)
(17) ISTITUTO NAZIONALE DI RICERCA PER GLI ALIMENTI E LA NUTRIZIONE

EuroFIR-NEXUS CA v2 (Master)

Signature(s) Name(s) Title(s)
(18) CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER Signaure(s) Name(s) Title(s)
(19) TOPSHARE INTERNATIONAL B.V. Signaure(s) Name(s) Title(s)

Attachment 1: Background included

Specific Background included in Access Rights:

[All such Background developed jointly by the Parties, or separately by a Party, during the term of the EuroFIR project is hereby included]

Institute of Food Research (IFR):

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED: UK composition of foods integrated dataset access through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia (and as may be updated from time to time). eBASIS (composition data and meta information) access through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities EuroFIR AISBL

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Foodcon (FCN) (1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

University College Cork (UCC)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED: eBasis (biological effects data) access through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities

Wageningen Universiteit (WU)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED: Access granted to e-Learning models through online download from EuroFIR website to all beneficiaries and third parties in the consortia for non commercial activities (as may be updated from time to time).

British Nutrition Foundation (BNF)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Danish Food Information (DFI)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

eSearch (simultaneously search more than 20 national and specialized FCDBs) access through eSearch to all beneficiaries and third parties in the consortia for non commercial activities

Comment [d4]: Anders do you wish to add any photos currently in eBASIS?

Eidgenössische Technische Hochschule Zürich (ETHZ)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Electronic dataset of the Swiss food composition database (version 1.0) in MS Access format and Foodcase, including data entry form: access rights to aggregated data granted for all beneficiaries and third parties in the consortia for non commercial activities

Danmarks Tekniske Universitet (DTU)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

eBasis (bioactive constituents in food plants/toxic), and plant pictures access through eSearch or other electronic mediums to all beneficiaries and third parties in the consortina for non commercial activities

Livsmedels Verket (NFA)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Access granted to *(insert name of national NFCD)* through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities (as may be updated from time to time).

Institut za Medicinska Istra Ivanja (IMR)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Access granted to *(insert name of national NFCD)* through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities (as may be updated from time to time).

Sveriges Lantbruksuniversitet, Institutionen för livsmedelsvetenskap (SLU)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Vskumny ustav potavinarsky (FRI-SK)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Access granted to *(insert name of national NFCD)* through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities (as may be updated from time to time).

French Agency for Food, Environmental and Occupational Health Safety (ANSES)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Access granted to *(insert name of national NFCD)* through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities (as may be updated from time to time).

Instituto Nacional de Saúde Doutor Ricardo Jorge, I.P., (INSA)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Access granted to *(insert name of national NFCD)* through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities (as may be updated from time to time).

Terveysten Ja Hyninvoinnin Laitos (THL)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Access granted to *(insert name of national NFCD)* through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities (as may be updated from time to time).

Instituto Nazionale di Ricerca per Gli Alimenti e la Nutrizione (INRAN)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

Access granted to *(insert name of national NFCD)* through eSearch or other electronic mediums to all beneficiaries and third parties in the consortia for non commercial activities (as may be updated from time to time).

Centre International de Recherche Sur Le Cancer (IARC)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

IARC will retain the full ownership of EPIC-SOFT and its related programs, tools, databases and manuals and protect them as pre-existing know-how (BACKGROUND). These rules shall apply to any developments and new knowledge related to the 'EPIC-Soft Methodological Platform' (EMP), its tools, procedures and manuals developed before, during and after this project. This ownership shall be acknowledged in any documents, scientific papers or presentations related to the EPIC-SOFT methodology (incl. EMP), and shall not prevent IARC to publish, develop further EPIC-SOFT (and its related tools) or establish any other collaborations. As a counter part, IARC will make free access of its EPIC-SOFT methodology to the partners of the project for the specific tasks detailed in the project proposal. IARC considers the development of the conceptual part as an integrated part of the EMP for which the technical implementation will be done outside of this project.

Topshare Invernational B.V. (Topshare)

(1) BACKGROUND BROUGHT TO THE PROJECT AND ACCESS RIGHTS GRANTED:

EuroFIR e-Learning was develop by WU in EuroFIR NoE with Topshare as a subcontractor.

Attachment 2: Background excluded

Background excluded from Access Rights:

(1) THE INSTITUTE OF FOOD RESEARCH

IFR excludes :

- all Background and/or Material derived from research groups, departments and/or associates of IFR other than the research group directly involved in carrying out the Project; and
 - all Background and/or Material derived from other non-EuroFIR projects, which due to third party rights IFR is not able to grant access rights to.
-

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

[It is important for new partners, not previously partners of EuroFIR, to properly exclude all IP that they do not wish to be included in NEXUS here – for all continuing EuroFIR partners the standard exclusion wording as used by IFR would be more appropriate]

(2) EUROFIR AISBL (EuroFIR AISBL)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(3) FOODCON (FCN)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(4) UNIVERSITY COLLEGE CORK, NATIONAL UNIVERSITY OF IRELAND (UCC)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(5) WAGENINGEN UNIVERSITEIT (WU)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(6) BRITISH NUTRITION FOUNDATION (BNF)

BNF excludes :

- all Background and/or Material derived from research groups, departments and/or associates of BNF other than the research group directly involved in carrying out the Project; and
- all Background and/or Material derived from other non-EuroFIR projects, which due to third party rights BNF is not able to grant access rights to.

(7) DANISH FOOD INFORMATION (DFI)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(8) EIDGENÖSSISCHE TECHNISCHE HOCHSCHULE ZÜRICH (ETHZ)

BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(9) DANMARKS TEKNISKE UNIVERSITET (DTU)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(10) LIVSMEDELS VERKET (NFA)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(11) INSTITUT ZA MEDICINSKA ISTRA IVANJA (IMR)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(12) SVERIGES LANTBRUKSUNIVERSITET, Institutionen för livsmedelsvetenskap (SLU)

SLU excludes:

- all Background and/or Material derived from research groups, departments and/or associates of SLU other than the research group directly involved in carrying out the Project; and
- all Background and/or Material derived from other non-EuroFIR projects, which due to third party rights SLU is not able to grant access rights to.

(13) VYSKUMNY USTAV POTRAVINARSKY (FRI-SK)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(14) AGENCE NATIONALE DE SECURITE SANITAIRE DE L'ALIMENTATION, DE L'ENVIRONNEMENT ET DU TRAVAIL (ANSES)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(15) INSTITUTO NACIONAL DE SAÚDE DR. RICARDO JORGE, I.P. (INSA)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(16) TERVEYDEN JA HYVINVOINNIN LAITOS (THL)

THL excludes :

- all Background and/or Material derived from research groups, departments and/or associates of THL other than the research group directly involved in carrying out the Project; and
- all Background and/or Material derived from other non-EuroFIR projects, which due to third party rights THL is not able to grant access rights to.

(17) INSTITUTO NAZIONALE DI RICERCA PER GLI ALIMENTI E LA NUTRIZIONE (INRAN)

EuroFIR-NEXUS CA v2 (Master)

BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

(18) CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER (IARC)
NADIA SOME WORDS ARE NEEDED HERE FROM IARC

(19) TOPSHARE INTERNATIONAL B.V. (Topshare)
BACKGROUND BROUGHT TO THE PROJECT AND EXCLUDED FROM ACCESS RIGHTS:NONE

EuroFIR-NEXUS CA v2 (Master)

Attachment 3: Accession document

ACCESSION

of a new Party to

EuroFIR-NEXUS Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE EC-GA]

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

THE INSTITUTE OF FOOD RESEARCH (the Coordinator)

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]

THE INSTITUTE OF FOOD RESEARCH

Signature(s)

Name(s)

Title(s)

Attachment 4: Listed Affiliated Entities

Description here of those third parties who are under contract with EuroFIR AISBL for involvement in this project = affiliates, and are described as such in the Description of Work

Rijksinstituut Voor Volksgezondheden Milied National Institute for Public Health and the Enviroment (RIVM)

Istituto per lo Studio e la Prevenzione Oncologica (ISPO)

Jožef Stefan Institute (JSI)

Nubel – Nutriments Belgique ASBL (Nubel)

Hellenic Health Foundation (HHF)

Instytut Żywności i Żywienia (NFNI)

Sveikatos mokymo ir ligu prevencijos centras VI (HEDPC)

TÜBITAK Marmara Research Centre (TUBITAK)

National Center of Public Health Protection (NCPHP)

Max Rubner Institut Bundesforschungsinstitut Fur Ernährung Und Lebensmittel (MRI)

Matis OHF (MATIS)

Partikas un Veterinara Dienesta Partikas Centrs - Food Centre of Food and Veterinary Service (FVS-FC)

University of Granada (UGR)

University of Wien (UWI)

Ian D Unwin Food Information Consultancy (IDUFIC)

Polytec APS (Polytec)

Verein Zur Foerderung Des Technologietransfers an Der Hochschule Bremerhaven E.V. (TTZ)

Technische Universitaet Graz (GUT)

The Secretary of State for Environment, Food and Rural Affairs (FERA)

Mattilsynet – The Norwegian Food Safety Authority (NFSA)

EuroFIR-NEXUS CA v2 (Master)

Agricultural University of Athens (AUA)

Helsingin Yliopisto

University of Leeds

EuroFIR-NEXUS CA v2 (Master)

Attachment 5: Initial list of Members and other contact persons

Recipients for Notices

Recipients for Notices in Accordance with Section 11 of this *Consortium Agreement*.

(1) THE INSTITUTE OF FOOD RESEARCH

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Attachment 6: List of Third Parties

List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties.

(1) THE INSTITUTE OF FOOD RESEARCH

All such transfers to:

PLANT BIOSCIENCE LIMITED, a company registered in England and Wales with company number 2896390 and whose registered office is John Innes Centre, Norwich Research Park, Colney Lane, Norwich NR4 7UH ("PBL")

.....
.....

[INSERT PARTY NAME]

[All such transfers to: [named third party]]

EUROFIR NEXUS PRE FINANCING FOR INDIVIDUAL BENEFICIARIES

	€
Project Total EC Contribution	1,000,000
Pre-Finance to Co-ordinator (60%) less GF	549,999
Less Top Slice Central Travel	-137,381
Less Top Slice Certification Visits	-15,000
Less Top Slice Central Training	-15,000
Less Top Slice CEN/SIS Secretariat	-10,000
Balance to Pay Beneficiaries	372,618

BENEFICIARIES			Pre-Financing							
NUMBER	NAME	ACRONYM	[A] Full Duration Budget Cont'n	[B] 60% of Full Duration Budget Cont,n Less Guarantee Fund	[C] Entitlement Top Slice Payments Out	[D] Beneficiary Cont.n to Top Slice	[E] Partner Remaining Budget available for distribution after Top Slice (B - D)	Proposed 1st Payment to Beneficiaries (50% of E)	Up to a maximum of 25% of Proposed 2nd Payment to Beneficiaries	Up to a maximum of 25% Proposed Balancing Payment to Beneficiaries
1		IFR	326,426	179,404	167,381	57,860	121,544	228,153	30,386	30,386
2		EuroFIR AISBL	229,628	126,341	0	40,747	85,595	42,797	21,399	21,399
3		FCN	39,348	21,649	0	6,982	14,667	7,334	3,667	3,667
4		UCC	31,364	17,256	0	5,565	11,691	5,846	2,923	2,923
5		WU	37,789	20,792	0	6,705	14,086	7,043	3,522	3,522
6		BNF	47,882	26,345	0	8,496	17,848	8,924	4,462	4,462

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7		DFI	68,512	37,695	0	12,157	25,538	12,769	6,385	6,385
8		ETHZ	89,309	49,138	0	15,848	33,290	16,645	8,323	8,323
9		DTU	4,245	2,333	0	752	1,581	790	395	395
10		NFA	17,508	9,633	10,000	3,107	6,526	8,263	6,632	1,632
11		IMR	16,865	9,279	0	2,993	6,287	3,143	1,572	1,572
12		SLU	15,010	8,259	0	2,663	5,595	2,798	1,399	1,399
13		FRI-SK	3,878	2,134	0	688	1,446	723	361	361
14		ANSES	4,659	2,561	0	826	1,735	867	434	434
15		INSA	24,830	13,661	0	4,406	9,255	4,628	2,314	2,314
16		THL	7,335	4,036	0	1,302	2,734	1,367	684	684
17		INRAN	1,170	645	0	208	437	218	109	109
18		IARC	12,840	7,065	0	2,278	4,786	2,393	1,197	1,197
19		Topshare	21,400	11,774	0	3,797	7,977	3,988	1,994	1,994
		Total	999,998	549,999	177,381	177,381	372,618	358,690	98,154	93,154

Attachment 8 Travel

Table 8.1 - EuroFIR Nexus Kick off meeting 4-6th April, Heidelberg, Germany

Meeting One	Beneficiary	Number of funded invitees	Travel allowance In €	Hotel/Subsistence	To be included in Beneficiary Pre Financing	Total Held Centrally by IFR
	IFR	2	800	896	0	1696
	EUROFIR AISBL*	17	2600	4914	2600	4914
	FCN	1	400	448	400	448
	UCC	1	400	448	400	448
	WU	1	400	448	400	448
	BNF	1	400	448	400	448
	DFI	2	800	896	800	896
	ETHZ	1	400	448	400	448
	DTU	1	0	224	0	224
	NFA	1	400	448	400	448
	IMR	3	800	1344	0	2144
	SLU	1	400	448	400	448
	FRI-SK	1	0	224	0	224
	ANSES	1	0	224	0	224
	INSA	1	400	448	400	448
	THL	1	400	448	400	448
	INRAN	1	0	224	0	224
	IARC	1	400	448	400	448
	TOPSHARE	0	0	0	0	0

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TOTAL	38	9000	13426	7400	15026
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*Including EuroFIR AISBL 3rd Parties

Table 8.2 - EuroFIR AISBL 3rd Parties

Meeting One	3RD PARTY ALLOWANCE INCLUDED IN PAYMENT TO EUROFIR AISBL	Number of funded invitees	Travel allowance **	Subsistence ***
RIVM		1	0	224
ISPO		1	0	224
JSI		1	400	448
NUBEL		0	0	0
HHF		1	0	224
NFNI		1	0	224
HEDPC		0	0	0
TUBITAK		1	0	224
NCPHP		0	0	0
MRI		1	200	448
MATIS		0	0	0
FVF FC		0	0	0
UG		0	0	0
UVI		0	0	0
IDUFIC		1	400	448
POLYTEC		0	0	0
TTZ		1	400	448
GUT		0	0	0
FERA		0	0	0

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	NFSA	1	0	224
	AUA	1	0	224
	UoH	1	0	224
	UL	1	400	448
	IAEA	1	0	224

**** only for Task Leaders**

***** 1 x 24 hour subsistence to cover hotel and meals**

**Table 8.3 - 1st Full Project Meeting 12-13th
September, Norwich, United Kingdom**

Meeting Two	Beneficiary	Number of funded invitees	Travel allowance In €	Hotel/Subsistence (2 nights)	9IFDC Registrations	To be included in Beneficiary Pre Financing	Total Held Centrally by IFR
	IFR	2	0	0	3000	0	3900
	EUROFIR AISBL* & **	25	10000	11250	0	20800	450
	FCN	1	0	0	0	0	0
	UCC	2	800	900	0	1700	0
	WU **	2	800	900	0	1250	450
	BNF **	2	800	900	0	800	900
	DFI **	2	800	900	0	800	900
	ETHZ **	2	800	900	0	1250	450
	DTU	2	800	900	0	1700	0
	NFA **	2	800	900	0	1700	450
	IMR	2	800	900	0	1700	0
	SLU **	2	800	900	0	1700	450
	FRI-SK	2	800	900	0	1700	0
	ANSES **	2	800	900	0	1700	450
	INSA **	2	800	900	0	1250	450
	THL **	2	800	900	0	1250	450
	INRAN **	2	800	900	0	1700	450
	IARC **	2	800	900	0	1700	450
	TOPSHARE	1	400	450	0	850	0
	TOTAL	59	22400	25200	3000	43550	10200

*Including EuroFIR AISBL 3rd Parties

** BOOKED CENTRALLY 2 nights subsistence to cover hotel & meals 1 person per indicated partner with the exception of BNF who have 2 persons

Table 8.4 - EuroFIR AISBL 3rd Parties

Meeting Two	3RD PARTY ALLOWANCE INCLUDED IN PAYMENT TO EUROFIR AISBL	Number of funded invitees	Travel allowance	Subsistence
	RIVM	1	400	450
	ISPO	1	400	450
	JSI **	1	400	450
	NUBEL **	1	400	450
	HHF	1	400	450
	NFNI	1	400	450
	HEDPC	1	400	450
	TUBITAK	1	400	450
	NCPHP	1	400	450
	MRI	1	400	450
	MATIS	1	400	450
	FVF FC	1	400	450
	UG	1	400	450
	UVI	1	400	450
	IDUFIC **	1	400	450
	POLYTEC	1	400	450
	TTZ **	1	400	450
	GUT	1	400	450
	FERA	1	400	450
	NFSA	1	400	450

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	AUA	1	400	450
	UoH	1	400	450
	UL **	1	400	450

**** BOOKED CENTRALLY 2 nights subsistence to cover hotel & meals 1 person per indicated 3rd party delegate**

Attachment 9

Subject: Administrative Monitoring Travel requests and Travel Expenses by the EuroFIR Nexus PMO

Prepared by: Project Management Office

Date: 1st April 2011

PMO Office

1. Project Coordinator/Project Manager to prepare list of delegates to be invited to proposed meeting.
2. Invitations to attend meeting to be sent to delegate by the PMO office. Only invited delegates or their nominated deputy will be covered by central funds.
3. The PMO will inform invited delegates the maximum no of night's subsistence which will be allowed and maximum amount of travel costs allowed to attend meeting. Any overspends must be covered by the beneficiary organisation own funds.
4. PMO to obtain best possible rate for hotel and confirm centrally numbers of rooms required, number of nights (which will be paid for centrally) and any other information relevant to the meeting
5. PMO to organise lunches, coffee/tea breaks and dinners for each meeting which will be paid for from the centrally held travel funds.

BENEFICIARY

1. Each Beneficiary shall be entitled to Travel Costs for official meetings only which must be pre-approved by the Coordinator at least 30 days in advance of the meeting date.
2. Each Beneficiary shall receive from the Coordinator payment in respect of Travel Costs included in the first and second tranche of the Pre-financing payments but only in accordance with the travel budget shown in Attachment 8.
3. Reimbursement of funds will be made to appropriate Beneficiary through that Beneficiaries periodic financial return and shall be no greater than the approved and confirmed allowance.
4. Hotel and subsistence allowances will be held centrally by the Coordinator, who will be responsible for making payments in respect of hotel bookings and subsistence.

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5. Flights will be approved for journeys over 400km each way and journeys less than 400km each way where a sea crossing is involved. Please book Apex (or similar economical) flights wherever possible. Total travel should generally be no more than €400 per event including bus, train, metro etc.
6. Car travel will be approved for journeys under 400km each way. For participants travelling by car, the reimbursement rate of **0.22 EURO per kilometre will be applied.**