

# PROJECT AGREEMENT

## [NAME OF THE PROJECT]

### BETWEEN:

- **CRESYM**, an international non-profit association (AISBL), incorporated under the laws of Belgium under number 0790 603 745, with its registered office at Multiburo, Square de Meeûs 38-40 1000 Brussels (Belgium), and represented by Sébastien LEPY, as General Manager.

Hereinafter "**CRESYM**";

- **XXX**, [legal organisation class], incorporated under the laws of [country] under number [registration nr], with its registered office at [address (country)], and represented by [first & LAST name], in his capacity as [capacity/title].

Hereinafter "**XXX**";

- **XXX**, [legal organisation class], incorporated under the laws of [country] under number [registration nr], with its registered office at [address (country)], and represented by [first & LAST name], in his capacity as [capacity/title].

Hereinafter "**XXX**";

Each referred to as a **Party** (or **Participant**) or collectively as a **Parties** (or **Participants**).

.../...

# GENERAL TERMS & CONDITIONS

## WHEREAS

- A. CRESYM is a non-profit association, active in the energy sector which main activity is to identify barriers to the development of energy system simulation tools, debate about them and, if matching low **TRL** criteria, result in the set up and undertaking of dedicated Research and Development actions.
- B. Such actions, each being a “**Project**”, are undertakings depicted in Appendix 1 to their respective “Specific Terms and Conditions”.
- C. This project agreement complies with a standard lay out where (i) generic governing provisions are exposed in the present “General Terms and Conditions”, which reflect the principles laid out in CRESYM’s Internal Rules and are common to all project agreements involving CRESYM members; (ii) the technical description and practical details are ruled by Appendices 1 to 3 to the “Specific Terms and Conditions”; (iii) if any, specific provisions deviating from the “General Terms and Conditions” provisions and superseding them, are exposed in Article 21 of the “Specific Terms and Conditions”.
- D. CRESYM fosters the following principles of cooperation:
- **Transparency:** project participants act in a transparent manner wherever possible. They limit Confidential Information to a minimum. They aim at publishing scientific papers about the Results.
  - **Joint development:** project participants intend to jointly develop every project result in a collaborative manner to take advantage of every participant’s experience and knowledge and maximise the project output value.
  - **Opensource:** project participants make their best effort to undertake their tasks as opensource, collaborative works, with the contribution of other contributors than the project participants’ appointed representatives. Every participant devotes time to contribute to the opensource project community and document the project results in order to ensure their upgradability and usability.
  - **Public interest:** project participants make their best effort to make their results available for free in the public domain, in order for everyone to be able to use them, also as part of a commercial package, as long as the Parties are credited for the invention.
- E. CRESYM offers to disseminate any project result once the said project has been completed. In particular, CRESYM is mandated by project participants, and take charge, to maintain, advertise, and support access to, the project results and animate the community around them. All other project participants support this effort on a voluntary basis.

## THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

### A. Introductory provisions

#### 1. Definitions

- 1.1. **Affected Party** means the Party suffering direct damages from a breach of this Agreement, such breach being committed by one or several other Parties or their respective Representatives.
- 1.2. **Agreement** means (i) the “Project Agreement - Specific Terms & conditions”, referring to the present “Project Agreement - General Terms & conditions” and (ii) the present “General Terms & conditions”, including (i) their Appendices, (ii) all Reports and (iii) all documents explicitly approved by the Project Supervisory Board as being Appendices to the Agreement.

- 1.3. **Appendix** means any appendix to this Agreement.
- 1.4. **Asset Terms of Reference** (or in short **AToR**) means a specific agreement framing rights and duties of CRESYM and Results Users vis a vis the access and use of a Results or a collection of Results.
- 1.5. **Background Information** means a piece of Information, which a Party owns or on which it holds rights of use prior to the Agreement or acquires in parallel of it and which are used in the performance of the Project or its exploitation.
- 1.6. **Breaching Party** means a Party causing a breach in the application of this Agreement (see Article 14.3).
- 1.7. **Business Days** means any day except Saturdays, Sundays and the holidays in Belgium (January/1<sup>st</sup>, Easter Monday, May/1<sup>st</sup>, Ascension Thursday, Whit Monday, July/21<sup>st</sup>, August/15<sup>th</sup>, November/1<sup>st</sup>, November 11<sup>th</sup>, December 25<sup>th</sup>).
- 1.8. **By-laws** (or **CRESYM's By-Laws**) means the latest approved version of the association's by laws (in the French language known as "statuts").
- 1.9. **CRESYM Board** means the eponym governing body of the association defined by CRESYM's By-Laws.
- 1.10. **Common Project** means that i/ the Project has been approved by CRESYM's General Assembly as a "Common Project of CRESYM" and ii/ the Parties acknowledge this decision, either as a provision in Article 24.5 of the "Specific Terms and Conditions" prior to signature or a subsequent decision of the Project Supervisory Board.
- 1.11. **Community** (or also **Project Community**), respectively **Community Member**, means all Persons, respectively any Person accessing and contributing in writing to the Project Workspace, and/or working on, about or with, a Result delivery or using any Result or part of a Result; including Persons that are neither Parties nor Representatives of the Parties.
- 1.12. **Confidential Information** means all Information, whether initially disclosed by a third party or not, and whether in written, verbal, graphic, electronic or any other form whatsoever, regardless of whether it is specifically identified as "confidential" or "proprietary", that the Parties may communicate to one another or any of their Representatives, gain access to, or otherwise disclose on or after the date hereof within the context of this Agreement, but excludes Information which:
  - is in the public domain due to a third party or is available through other sources without breach of this confidentiality undertaking; or
  - has been made available publicly in writing by a Party, which did not gain access to it within the context of this Agreement; or
  - the Issuing Party has confirmed in writing such Information is not required to be treated as confidential; or
  - the Receiving Party can show, the Information was in their possession or known to them (by being in their use or being recorded in their files or computers or other recording media) prior to receipt from the Issuing Party and was not previously acquired by the Receiving Party from the Issuing Party under an obligation of confidentiality; or
  - was developed by the Receiving Party independently from the application of this Agreement.
- 1.13. **Defending Party** means a Party faced with a claim for damages suffered by a third party and resulting from the act or omission of a Breaching Party.
- 1.14. **Effective Start Date** means the date of entry into force of this Agreement, indicated in Appendix 2 to the "Specific Terms & Conditions", Article 7.
- 1.15. **Electronic Signature** means the signature of the documents by electronic means in the meaning of Regulation (EU) 910/2014 on electronic identification and trust services for electronic transactions in the internal market and electronic transmission; including via facsimile, Docusign, or other similar method.
- 1.16. **End Date** means the date that the Project Supervisory Board acknowledges either (i) the delivery or (ii) the motivated termination, of each and every of the expected Results.
- 1.17. **Expected End Date** means the End Date indicated in Appendix 2 to the "Specific Terms & Conditions", Article 23.2.

- 1.18. **GDPR** means the European General Data Protection Regulation (EU Reg. 2016/679).
- 1.19. **Information** means notably all data, knowledge, know-how, software, document, information regardless of the support (oral or written) and regardless of whether it is protected or not by Intellectual Property Rights.
- 1.20. **Intellectual Property Rights** (or also **IPRs**) means all intellectual property rights, including but not limited to designs, models, copyright, software, database rights, trademarks, know-how, patents, in each case regardless of whether these have been registered or not, including but not limited to the rights to use, prosecute, register and enforce.
- 1.21. **Internal Rules** (or also **CRESYM's Internal Rules**) means the latest approved version of the association's internal rules (in the French language known as "règlement intérieur").
- 1.22. **Party** (or also **Participant**) means a signatory of the Agreement.
- 1.23. **Issuing Party** means the Party, which discloses Information to another in the Private Workspace.
- 1.24. **Person** means a natural person or body corporate, including any corporation, limited liability company, etc.
- 1.25. **Personal Data** means name, surname, position, contact details, or other private data relating to any individual.
- 1.26. **Project** means the undertaking described in Appendix 1 (the so-called initial "Project Description").
- 1.27. **Project Information** means any piece of Information that is created by one or more Parties and/or Community Members when implementing their Tasks.
- 1.28. **Project Leader** means an individual, Representative of the Party in charge of the Project coordination, member and leader of the Project Management Board, attending and reporting to the Project Supervisory Board and upon request to CRESYM's Project Committee, in accordance with Article 7.
- 1.29. **Project Advisory Panel** means all individuals appointed by the Parties in accordance with Article 8.6.
- 1.30. **Project Management Board** means all individuals duly appointed by the Parties for the implementation of the Project Agreement, except for the matters restricted to the Project Supervisory Board and under the supervision of the latter, in accordance with Article 6.
- 1.31. **Project Supervisory Board** means all individuals duly appointed by the Parties to monitor the Project and implement the Project Agreement with respect to governing and financial matters, in accordance with Article 5.
- 1.32. **Project Team** (or also **Team**) means all the Representatives appointed by the Parties to implement the Project Agreement, as Project Leader, Project Supervisory Board members, Project Management Board members or Project Advisory Panel members.
- 1.33. **Projects Committee** means CRESYM's Projects Committee, a governing body of the association defined by CRESYM's internal rules.
- 1.34. **Receiving Party** means the Party receiving Information from an Issuing Party.
- 1.35. **Report** means minutes of a Project Management Board meeting, respectively Project Supervisory Board meeting, appended to the Project Agreement, completing and amending its previous version.
- 1.36. **Representative** means any Person authorised to represent a Party.
- 1.37. **Research Institutions** means all Parties listed in Article 24.4.
- 1.38. **Result** means any final plan, specification, document, contract, report, data, software tool, software component, research outcome, invention, know-how, or other Information, whether held in hard copy, in electronic format or in any other information retrieval system or medium; regardless of whether it is protected or not by Intellectual Property Rights; which are prepared, developed, obtained or assembled by one (or more) Party(ies) in application of the Agreement; and identified as such in the Project Workplan.
- 1.39. **Task** means a specifically defined piece of action within a Project, involving one or more Party(ies), which one Party Representative (i.e. the **Task Leader**) is responsible for, identified and described in the Project Workplan and resulting in a Result with a defined schedule.

- 1.40. **TRL** means “technology readiness level”, established in accordance, and consistent, with the ISO 16290:2013 standard.
- 1.41. **Ultimate Date** means the date, indicated in Appendix 2 to the “Specific Terms & Conditions” Article 23.3 where the Agreement automatically comes to an end, and when the default termination, as provided by Article 13.4 applies, if no earlier End Date has been agreed upon by the Project Supervisory Board.
- 1.42. **User** means any individual or organisation accessing, reading, copying, citing, displaying, exploiting, implementing, adapting and/or improving a Result thanks to the implementation of the corresponding AToR.
- 1.43. **Workplan** (or also **Project Workplan**) means the set of all the Tasks, the description of the logic and relationships between them, their budget and their scheduling. The initial Workplan is described herein in Appendix 3 to the “Specific Terms & Conditions”.
- 1.44. **Workspace** (or also **Project Workspace**) means a subset of CRESYM’s, or any associated Person’s, IT facilities and/or premises and/or furniture and/or events (esp. meetings, email exchanges), dedicated to the implementation of the Project; where all Information related to the Project is shared and/or stored.
- 1.45. The **Open Workspace** (or also **Project Open Workspace**) means a subset of the Project Workspace publicly available, hence accessible by the Project Community, hosted (and possibly split) on one (or more) external platforms (ex: GitHub), where it is identified as a unitary, consistent subset of the platform (such subset usually referred to in the corresponding terms of reference as a ‘project’, ‘workspace’, etc.), as supplied in Appendix 2 to the “Specific Terms & Conditions”, Article 25.
- 1.46. The **Private Workspace** (or also **Project Private Workspace**) means a subset of the Project Workspace available solely to the Project Team, CRESYM’s General Manager and all those whom such access is granted, as specified in Appendix 2 to the “Specific Terms & Conditions”, Article 25.2 (including all email exchanges, when the original email of the conversation involves only one or more of the abovementioned Persons, as sender and addressees).

## 2. Interpretation

- 2.1. **Comprehensiveness.** This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.
- 2.2. **Hierarchy.** In case of textual differences between the present “General Terms and Conditions” and CRESYM Internal Rules, and/or differences or divergences in the interpretation of the said documents, the provisions stated in the present “General Terms and Conditions” supersede the corresponding provisions in CRESYM Internal Rules.

In case of textual differences between provisions in Article 21 of the “Specific Terms and Conditions”, if any, and the present “General Terms and Conditions”, and/or differences or divergences in the interpretation of the said documents, the provisions stated in Article 21 of the “Specific Terms and Conditions” supersede the corresponding provisions of the “General Terms and Conditions”.

- 2.3. **Definitions.** Defined are all terms and expressions starting with a capital letter in this Agreement, that are listed, and with the meaning given to them, in Article 1, unless the context necessarily requires otherwise.
- 2.4. **Phrases.** The expressions “including” (or any other derived term or expression such as “to include”), “i.e.”, “such as”, and the like, must not be construed restrictively but as “including but without limitation” or “without prejudice to the generality (of the foregoing)”.
- 2.5. **Severability.** Should any one or more of the provisions contained in this Agreement for any reason be held by a court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such invalid, illegal or unenforceable provision (or provisions) shall be reformed and construed so that it (or they) will be valid, legal and enforceable to the maximum extent permitted by law.
- 2.6. **No Partnership.** This Agreement does not create any partnership, joint venture, or agency of any kind between the Parties and none of the terms or provisions of this Agreement shall be interpreted as creating

any such partnership, joint venture or agency, it being understood that the Parties nevertheless herein agree to develop together the Project pursuant to the terms of this Agreement.

Each Party is liable for its own commitments only. The Parties do not assume joint and several liability.

- 2.7. **No Employment.** This Agreement does not create an employment relationship between a Party and/or any individual involved by the implementation of the Agreement, be they a Project Team member or another Community Member, unless otherwise expressly stated in writing.

Nothing in this Agreement shall be construed or have the effect of giving rise to a relationship of employer and employee between any Party and any Community Member.

## B. Scope and Objectives of cooperation

### 3. Objectives & principles of cooperation

- 3.1. **Goal.** This Agreement organises the cooperation between the Parties for the Research & Development Project depicted in Appendices, especially Appendix 1 to the “Specific Terms & Conditions”, stipulates their respective rights and obligations, the expected outputs, the management of the Project, etc.
- 3.2. **Best effort principle.** Each Party commits to do its best effort to contribute to achieve the Project goals and deliver the Results in the most efficient manner as can be, i.e., with the highest quality possible while respecting the Project’s budget constraints.
- 3.3. **Opensource principle.** The Parties to this Agreement aim to develop technologies and/or products that will be made available to the public free of charge, in accordance with the opensource principle of cooperation pursuant to this Agreement, and with the objective to share inasmuch as possible the technological standards and/or innovations developed by the Project.
- 3.4. **IPRs principle.** All Parties to this Agreement except CRESYM shall own indivisibly and in equal parts all Results and related IPRs. CRESYM is mandated to make these technologies available to the public subject to the rules of this Agreement, including to the Parties.

## C. Governance, project organisation & management

### 4. Contract governance

#### Principles

- 4.1. **Commitment.** Every Party shall procure all required resources, whether human, financial or other, to achieve their respective Tasks as assigned to them by this Agreement.
- The Parties commit to apply scientific care and to comply with the accepted scientific standards. However, no representation or warranty is given that a particular Result will be achieved or that the Result will be exploitable, unless otherwise expressly stated in the Specific Terms and Conditions.
- 4.2. **Project structure.** The Project shall be managed, operated and developed in accordance with the hereinafter indicated project management structure:
- Project Supervisory Board – see Article 5,
  - Project Management Board – see Article 6,
  - Project Leader – see Article 7,
- ... and the Project Management guidelines – see Article 8.
- 4.3. **Decision making.** Decisions to be taken in accordance with this Agreement shall be taken in accordance with the procedures established herein.

- 4.4. **Consistency.** If at the Effective Start Date, some provision in Article 21 of the “Specific Terms and Conditions” diverges from the standard provisions in the “General Terms and Conditions”, CRESYM warrants that it had made it specifically approved by CRESYM Board.
- 4.5. **CRESYM safeguard.** If a decision proposal of the Project Management Board or Project Supervisory Board infringes CRESYM’s Internal Rules, CRESYM is entitled to i/ postpone the decision in order to assess the situation; and/or to ii/ veto the decision if it cannot accept the infringement.

#### Task implementation

- 4.6. **Reference.** Every Party acknowledges that the latest update of the Workplan reviewed by the Project Management Board shall unanimously define every Party’s obligations with respect to Task allocation, scheduling and budget. Said update will remain in force as long the Project Management Board does not modify it, or as long as the Project Supervisory Board does not decide otherwise following an appeal procedure to the Project Supervisory Board.
- 4.7. **Right to Escalate.** By exception to Article 4.6, one, or more, Party(ies) may challenge the Project Management Board decision and propose an alternative option, including when it concerns the Workplan.
- 4.8. **Escalation process.** The concerned Party(ies) shall first submit a notice with their alternative option to the Project Leader for review.

The Project Leader shall liaise with the members of the Project Management Board and evaluate if there is a consensus to review the challenged decision. If such consensus is reached, the Project Management Board shall review its former decision accordingly.

If, however, the Project Management Board cannot reach such a consensus, the Project Leader or the concerned Party if the Project Leader does not show diligence, shall convene a Project Supervisory Board meeting within thirty (30) Business Days from the date of the said notice of the concerned Party has challenged the decision of the Project Management Board. The decision of the Project Supervisory Board on the said matter will be final.

#### Voluntary exit of a Party

- 4.9. **Exit notice.** Each Party may decide to terminate its participation to the Project at any time, subject to a three (3) months prior written notice or on the basis of a consensual agreement on the termination process with the other Parties.
- 4.10. **Exit aftermath.** Except otherwise agreed by the Parties, a voluntarily exiting Party does not give up any financial right or claims on any IPR of any Result developed in the Project up to the date the voluntary exit is effective.

In case of such termination, the Party shall pay all costs that were invoiced to it prior to the termination, or refund, if possible, the funding received for the undertaking of the terminated Task, and hand over all the Results and Project Information available to it.

#### Exclusion of a Party

- 4.11. **Exclusion process.** The Project Supervisory Board is competent to decide on the exclusion of a Party of the Project and, by definition, of this Agreement for a good reason.

Prior to the decision to exclude a Party, the Project Supervisory Board shall organize a hearing of the concerned Party in order to inform said Party of the reasons for the proposed exclusion and to give said Party the opportunity to defend and/or challenge the exclusion proposal. Said hearing shall occur at least ten (10) Business Days before the Project Supervisory Board meeting voting on the exclusion and the concerned Party shall receive notice of the said hearing at least ten (10) Business Days before said hearing. The concerned Party is entitled to be assisted in this matter by a person with adequate legal competences.

- 4.12. **Exclusion decision.** The Project Supervisory Board decision to exclude a Party requires a vote of at least seventy-five percent (75%) of the Parties to this Agreement and sixty six percent (66%) of the Parties present or represented at the said Project Supervisory Board meeting.

CRESYM can veto the decision to exclude a Party.

The concerned Party is allowed to attend the Project Supervisory Board meeting voting on its exclusion but is not allowed to participate to said vote.

- 4.13. **Exclusion aftermath.** Once excluded, the Excluded Party is freed from all obligations regarding this Agreement, including regarding the Tasks it was assigned to.

The Excluded Party remains however liable for its confidentiality obligations pursuant to this Agreement and to fulfil all its unsettled financial obligations as per this Agreement until of the date of exclusion. These provisions are without prejudice to any liability claim an Affected Party may choose to launch against the Excluded Party.

The Project Leader shall also ensure all access rights to the Project Private Workspace are immediately cancelled for the said Party as soon as the Project Supervisory Board has positively voted on the said exclusion.

The Excluded Party loses any financial right or claims on any IPR of any Results. The rights to use the Results like any third party under the respective ATORs remains unaffected.

#### Invitation of a new Party

- 4.14. **Invitation process.** The Project Supervisory Board can decide to invite a new party to join the Project and become a Party to this Agreement.

A specific Project Supervisory Board meeting must be convened to decide on such invitation. The Project Supervisory Board meeting shall be held within fifteen (15) Business days from the date of the meeting notice. Said meeting shall decide on the terms and conditions of the adherence of said new party to the Project and the Agreement, including the financial implications, past, present and future, if any.

The decision of the Project Supervisory Board to effectively invite a new party must be approved by all the Parties.

The said invited party shall then decide to adhere to these conditions and upon the execution of the appropriate documentation, including an amendment to this Agreement, adhere to its term and conditions as decided by the Project Supervisory Board.

## 5. Project Supervisory Board (PSB)

- 5.1. **Composition.** Every Party must appoint one (1) representative in the Project Supervisory Board, which representative must be a natural person (see Appendix 2 to the “Specific Terms & Conditions”, Article 26).

Each representative may have a back-up representative, also to be appointed by its respective Party.

- 5.2. **Quorum.** Except when otherwise provided herein, the quorum for every Project Supervisory Board meeting is validly reached when at least half of the Parties attend said Project Supervisory Board meeting and all Parties have been validly called upon.

When a Party cannot attend a Project Supervisory Board meeting, it may be represented by another Party by providing the latter Party a valid proxy. A Party cannot hold more than two (2) proxies for the same meeting.

- 5.3. **Decisions.** Provided the Project Supervisory Board is quorate, and except when otherwise provided herein, every decision at the Project Supervisory Board requires a simple majority (fifty percent – 50% – plus one – 1) of the members present or validly represented.

- 5.4. **Role.** The Project Supervisory Board is the main governing body of the Project.



It is in charge of supervising the Project development, the quality of the Project Leader's work and the Project Management Board; and validating the budget of the Project.

It serves as internal board of appeal when the Project Management Board cannot reach consensus or quorum on a given topic, in accordance with Articles 4.7 and 4.8.

Residual competence is vested in the Project Supervisory Board, as it is competent to decide on any matter brought to its attention and not expressly listed herein, if any.

**5.5. Tasks.** The Project Supervisory Board decides on the following matters:

- Appoint, respectively dismiss, suspend or decide on all matters related to management of, the Project Leader, including the negotiation of the Project Leader's contract, if any;
- Validate the Workplan, and especially the budget, evolutions, if any, at least on an annual basis;
- Validate every Result's, or set of Results', AToR;
- Acknowledge or reject every Result's, or set of Results', delivery adaptation or termination;
- Reset the Expected End Date, respectively the Ultimate Date;
- Decide on, and set, the End Date, inasmuch all conditions are met, as per Article 13.3 herein;
- Validate all, or part of, its own Reports, respectively the Reports from the Project Management Board;
- Subject to unanimous decision of all the Parties, suspend, respectively resume application after suspension, of part or all of the Agreement, in application of Article 13.6.

The Project Supervisory Board may also decide on the following matters, subject to approval of CRESYM Board:

- Exclude a Party in application of Article 4.11;
- Invite a new Party in application of Article 4.14.

**5.6. Meetings.** The Project Supervisory Board meets at least once (1) a year, possibly via videoconference.

Project Supervisory Board meetings may be called by:

- its chairperson, if any, or the Project Leader, at least once (1) a year and or whenever said persons deem it necessary for the benefit of the Project;
- at least two Parties whenever deemed necessary.

Project Supervisory Board meetings are validly called if the following formalities are met and quorum is reached:

- the notice for the Project Supervisory Board meeting has been sent by email at least five (5) Business Days before the day of the meeting;
- the said notice indicates the points for discussions and for decision, if any, of said meeting as well as the location and/or details for the teleconferencing, if any;
- the said notice includes a proxy enabling Parties to be validly represented by another Party.

**5.7. PSB chair.** The Project Supervisory Board may appoint a chairperson at its first meeting. Once appointed, the chairperson shall remain in office until the end of the Project, unless the Project Supervisory Board decides to remove said chairperson.

The appointment, or removal, of the Project Supervisory Board chairperson requires a supporting vote of two-thirds (2/3) of the Project Supervisory Board members present or validly represented.

The Project Supervisory Board chairperson will preside and lead the Project Supervisory Board meetings and ensure the Project Supervisory Board focus is kept on strategic matters and related decisions, etc. The Project Supervisory Board chairperson will facilitate the communication among the Project Supervisory Board members in order to reach, whenever possible, decisions taken by consensus. The Project Supervisory Board chairperson has no casting vote.

## 6. Project Management Board (PMB)

6.1. **Composition.** The Project Management Board consists of the Project Leader, Task Leaders of every ongoing Tasks and, as the case may be relevant experts invited by the Project Leader (see Appendix 2 to the “Specific Terms & Conditions”, Article 26.2).

6.2. **Quorum.** The quorum for every Project Management Board meeting is validly reached when the Project Leader and all the Task Leaders directly concerned by the scheduled decisions for the said meeting are present or validly represented.

When a person cannot attend a Project Management Board meeting, it may be represented by another Task Leader or by the appropriate representative of another Party with a valid proxy. A proxy holder cannot hold more than two (2) proxies for the same meeting.

6.3. **Decisions.** Provided the Project Management Board is quorate, and except when otherwise provided herein, every decision at the Project Management Board requires a simple majority (fifty percent – 50% – plus one – 1) of the members present or validly represented. The Project Leader has a casting vote.

6.4. **Role.** The Project Management Board oversees the daily supervision and management of the Project and is chaired by the Project Leader.

6.5. **Tasks.** The main Project Management Board tasks include the following:

- Allot, schedule, coordinate, monitor, control, modify or adjust when needed, etc. the various Tasks and/or Results;
- Call for or propose Task Leaders;
- Ensure the expected and timely delivery of all Results;
- Monitor the Project work progress and budget;
- Propose adaptations to the Workplan (including the budget).
- Submit at least once (1) a year the revised Workplan with the budget to the Project Supervisory Board;
- Report to the Project Supervisory Board any budget constraints (i.e.: whenever the budgeted expenses outweigh the budgeted income);
- Propose to acknowledge Result’s, or set of Results’, delivery;
- Recommend the adaptation or termination of a Result, or a set of Results;
- Decide on any further matter listed in the Project specific organisation provisions which could be affixed to this Agreement and from time to time modified as herein provided (Appendix 2 to the “Specific Terms & Conditions”, Article 27.1).

Every member of the Project Management Board must attend the Community briefing at least once (1) a month.

6.6. **Meetings.** The Project Management Board meets at least six (6) times a year, or whenever deemed necessary, possibly via videoconference.

Project Management Board meetings are called by the Project Leader. Every Party can demand from the Project Leader to call a Project Management Board meeting.

Project Management Board meetings are validly called if the following formalities are met and the quorum is reached:

- the notice for the PMB meeting must have been sent by email at least two (2) Business Days before the day of the meeting, except if exceptional urgent matters (which must be justified in the call for meeting) justify shorter delays and where the person calling the matter shall indicate the time and justification for said urgent meeting.

## 7. Project Leader

- 7.1. **Appointment.** The Project Leader is a natural person, Representative of a Party that is also a Member of CRESYM (see Appendix 2 to the “Specific Terms & Conditions”, Article 26.3).

The Project Supervisory Board can appoint and dismiss the Project Leader.

- 7.2. **Role.** The Project Leader shall chair the Project Management Board, ensure the secretariat and corporate housekeeping of the Project (which includes without limitations: keeping track of all decisions, minutes, etc. of the Project Supervisory Board and Project Management Board meetings or other relevant meetings, etc.), and ensure the daily management of the Project (which includes without limitation the effective implementation of Project’s decisions, the Workplan management and reporting to the Project Supervisory Board).

The Project Leader shall also regularly report to CRESYM, especially to CRESYM’s Projects Committee, especially any anticipated Project’s delays when the delay could be of at least three (3) months or any Result cancellation or termination as per Article 8.3. Parties hereby expressly agree that such reporting to CRESYM by the Project Leader does not constitute a conflict of interest or appearance of conflict of interest by the Project Leader.

- 7.3. **Tasks.** Furthermore, the Project Leader will have the following tasks:

- Define and adapt the Project description in redline and clean drafts;
- Manage the Project Private Workspace, including providing, denying, revoking, suspending, etc. access to it, and manage whenever necessary appropriate non-disclosure agreements (see template C1) or undertakings;
- Convene, or call for and organise, various Project meetings,
- Draft, or manage the drafting of, relevant Project Reports;
- Report in writing at least every other month to CRESYM Projects Committee on the Project progress;
- Ensure the Project uses state-of-the-art technologies
- Validate the integration of Results in their pre-existing eco-system;
- The Project Leader must attend the Community briefing (see Article 8.8) or be substituted by another Project Management Board member.
- Propose refined Task description to the Project Management Board;
- Validate every Task Leader appointment;
- Invite any relevant expert to join the Project Management Board on a regular, or case by case, basis, ensuring all pre-requisites are met (especially confidentiality obligations – Article 10 – and waiver on IPRs – Article 11) and manage experts;
- Keep up to date the Project Team members contact details;
- Decide on any further matter, as listed in the Project specific organisation provisions which could be affixed to this Agreement and from time to time modified as herein provided and inasmuch said matters are not reserved to the Project Supervisory Board (see Appendix 2 to the “Specific Terms & Conditions”, Article 27.2);
- Manage the Project in accordance with the best interest of the Parties and the Project.

## 8. Project Management

### Project Team management

- 8.1. **Report.** Every decision made by the Project Management Board or Project Supervisory Board shall be tracked in a dedicated Report.

- 8.2. **Result delivery.** The delivery of Results is effective, provided a copy of the Result in the Private Workspace has been proofed by the Project Management Board with respect to
- the related functional expectations;
  - IPRs compliance, especially with respect to third parties; and,
  - appropriate and reasonable security checks, depending on the Result nature, with respect to (i) its content (safe of virus, injurious mentions, etc.); (ii) its implementation by future users (storage, use, etc.).
- If the Result is a piece of software, process or know-how, a comprehensive documentation is also a pre-requisite for a complete delivery.
- If the Result is a piece of software, the associated AToR must be finalised and agreed upon by the Parties and is a pre-requisite for a complete delivery.
- 8.3. **Result termination.** A Result is deemed terminated whenever it cannot be deemed “delivered” and its development or completion is cancelled by decision of the Project Management Board.
- The Project Leader must inform CRESYM’s Projects Committee when the Project Management Board proposes to terminate any expected Result and before the Project Supervisory Board makes its decision.
- 8.4. **Contact details.** The Project Leader is in charge of keeping up to date the Project Team members contact details (see Appendix 2 to the “Specific Terms & Conditions”, Article 28).
- 8.5. **Private Workspace access.** The Project Leader is in charge of granting and removing access to the Private Workspace.
- 8.6. **Advisory Panel.** Complementary to the Project Supervisory Board, and Project Management Board, the Parties may set up a Project Advisory Panel, organised as one or more groups, each with a specific mandate, as depicted in Article 26.5.

#### Community management

- 8.7. **Signed contributions.** The Open Workspace enables the signature tracking of the registration and of every single contribution by every Community Member.
- 8.8. **Briefing.** The Project Leader must organise a briefing, inviting the entire Community at least one a month, in order to keep Community Members updated and, if appropriate, organise the shared work.
- 8.9. **IPRs.** The Open Workspace shall make clear and impose to Community Members, when registering and permanently, that they waive all Intellectual Property Rights related to any of their contributions to a Result; that all Intellectual Property Rights rest with the Parties (except CRESYM) as joint owners.
- Every Result license must also be clearly identified, as soon as reasonably possible.

#### Task management, progress & cost control

- 8.10. **Task.** For every Task, a Task content as precise as possible must be defined, with clear milestones, and a Task Leader is appointed, in charge of ensuring its appropriate and timely delivery and of reporting to the Project Management Board.
- Each Task’s milestones cannot be set more than two (2) months apart.
- 8.11. **Workplan.** The Project Management Board must monitor and assess the Project work progress during all of its meetings and update the Workplan anytime, and in any respect, needed.
- The updated Workplan updates must be validated, at least once (1) a year by the Project Supervisory Board.
- 8.12. **Schedule.** The project schedule (see Appendix 3 to the “Specific Terms & Conditions”, Article 32) shall be depicted and updated with the minimum following level of details:
- A Monthly breakdown;
  - Explicitly showing every Task;

- The Results expected delivery date, highlighting out of which the main milestones of the Project.
- 8.13. **Delay.** Any anticipated delays in delivering the pending Results shall be Reported by the Project Management Board.
- If the anticipated delay in delivering the Results is greater than three (3) months, then the Project Leader must report it to CRESYM's Projects Committee.
- 8.14. **Performance.** Each Party commits to do its best effort to contribute to achieve the Project goals and deliver the Results as efficiently as possible i.e. with the highest quality possible while respecting the budget constraints.
- Each funded Party commits to be compensated for its staff and expenses at the lowest allowed rate.
- 8.15. **Cost control.** Every Party, especially funding Party, acknowledges the costs exposed by all other Parties and their exposed rates and agrees to have them funded at the proposed rates.
- If a third party funds the Project and demands cost justification (respectively does not ask for cost justification, or no third party at all funds the Project), CRESYM shall, respectively can, impose to all Parties to fill in staff cost involvement sheets and to provide external suppliers invoices to justify costs and validate funding.
- If such cost control is not imposed by CRESYM, the Project Supervisory Board can also decide at any time to implement (respectively, afterwards then to cancel), such cost control measure.

#### Budget

- 8.16. **Schedule.** The Workplan shall forecast budget needs on a quarterly basis, at least six (6) months before the concerned period, with the breakdown for each and every Party, contributing or benefiting.
- 8.17. **Constraints.** Any budget constraint, i.e. the deemed impossibility to deliver all pending Results with the expected quality considering the remaining budget available shall be Reported by the Project Management Board.
- With the support of the Project Management Board, the Project Leader must devise a remedial action plan, have it validated by the Project Management Board and notify it to the Project Supervisory Board and to CRESYM's Projects Committee for decision.
- The remedial action plan shall be detailed enough, with contrasted options, to enable decision making.
- 8.18. **Effort.** In case a budget increase is anticipated, all Parties shall make their best effort to contribute to fund it, according to their respective means.

#### IT manager

- 8.19. **IT manager.** The Project Team may appoint an IT manager (see [Article 26.6](#)), whom the Project Leader may delegate part of her/his tasks, especially regarding:
- the Project Private and Public Workspaces management (set up, access rights management, etc.);
  - the quality of the Results (monitoring & checks, organisation of training for the participants...);
  - the dissemination and communication tasks, including update of the relevant section of CRESYM's website.

## 9. Communication & publications

- 9.1. **Communication.** Except if otherwise mentioned herein, and save as required by law or regulation, and for the duration of the Agreement, no Party shall issue any press release, scientific publication, nor other public material, nor make announcements or speeches in relation to the matters contemplated by this Agreement without the prior information of the Project Supervisory Board. If the Project Supervisory Board made no

decision, nor did any of its members oppose thirty (30) calendar days after Notification by the requester, the request is deemed accepted.

- 9.2. **Dissemination.** The Parties commit to publish the scientific outcomes of the Project in scientific publications.

They shall cooperate fairly to this end, up to three (3) years beyond the End Date. Especially any scientific publication must be shared to all Parties for information prior to publication.

Each Party is entitled to issue scientific publications that do not contain any Confidential Information or Results of other Parties without the consent of the concerned Parties. Scientific publications containing Confidential Information of another Party shall require prior written consent of that Party and must be submitted to that Party prior to the publication.

In case the Parties decided (see Article 11.6) to patent all or part of the Results, the publication of, or related to, the Results can be postponed for up to three (3) months after the End Date in order to protect and safeguard the possibility of patenting the Results.

- 9.3. **Credit.** Any scientific article related to all, or part of, the Results shall credit all Parties, also after the End Date.

## D. Data, confidentiality & intellectual property

### 10. Information sharing & confidentiality

#### Information sharing

- 10.1. **Project existence.** The Project existence and name shall be published on CRESYM's website.

The Agreement is accessible to all Members of CRESYM.

The Project Open Workspace, if any, is publicly accessible.

- 10.2. **Level playing field.** Information shared between two (2) or more Parties in Application of this Agreement are deemed sharable to all Parties, unless explicitly prevented in writing by the Issuing Party.

#### Confidentiality principles

- 10.3. **Open Workspace.** Every Party is responsible to check beforehand that each and every piece of Information that it discloses onto the Open Workspace is no Confidential Information.

- 10.4. **Private Workspace.** A Receiving Party warrants to keep strictly confidential and not to disclose or communicate to third parties, by any means whatsoever, the Information received from an Issuing Party in the Private Workspace, or which it will have access to in the Private Workspace during the execution of this Agreement.

- 10.5. **Effort.** Except as required by applicable law or regulation or by legal process, or unless otherwise agreed to in writing by the Issuing Party, the Receiving Party agrees:

- not to disclose, reveal, convey or transfer any of Issuing Party's Confidential Information to any Person other than the Receiving Party's Representatives who are required to have knowledge thereof (see Article 10.6); and
- not to use or disclose any of the Issuing Party's Confidential Information for any purpose whatsoever other than as permitted pursuant to the terms of this Agreement.

A Receiving Party shall take all necessary measures to enforce such commitment and such measures shall not be inferior to those taken by it for the protection of its own confidential information.

- 10.6. **Purpose.** A Receiving Party undertakes to communicate such Information only to its Representatives who are required to read and use it in order to undertake and achieve the purpose of this Agreement.

In addition, a Receiving Party may disclose the Information to its directors, shareholders, employees or professional advisers, provided that it is necessary for the performance by such Party of its obligations and undertakings or for the exercise of its rights in relation to this Agreement.

- 10.7. **Representatives.** A Receiving Party procures that its Representatives have each undertaken in writing an obligation of confidentiality with respect to any Confidential Information they may receive in relation to this Agreement and shall treat Confidential Information in accordance with this Agreement's provisions.

In addition, every Party procures that the same confidentiality commitment applies for every technician it mandates to maintain any piece of the Workspace (especially every Team member mailbox, or the Workspace storage disks).

- 10.8. **Disclosure.** A Receiving Party shall immediately notify the concerned Issuing Party in writing of any unauthorised disclosure of Confidential Information, be it due to negligence or required by applicable law or regulation or by legal process.

If a Receiving Party is required by any applicable legislation in force during the term of this Agreement (including but not limited to legislation, enactments, act of a competent public authority based on the legislation, regulations, regulatory policies, regulatory permits and licences) or by an order of a judicial, regulatory or other competent public authority to disclose Confidential Information, the Receiving Party must, prior to any such disclosure and to the extent reasonably possible whilst complying with the applicable legislation or order, notify the Issuing Party of such requirements and provides the notified Issuing Party with a reasonable opportunity to contest the requirement to disclose the information or to limit the extent of the disclosure.

The Receiving Party shall take all reasonable measures to limit the harmful consequences of a disclosure.

- 10.9. **Cure.** Within thirty (30) days of the Issuing Party's written request, every Receiving Party, shall destroy or return to the Issuing Party any Confidential Information and any object embodying it, including any copy, extract or summary thereof.

The erasure of electronic files containing or constituting Information meets this requirement, insofar as the destroyed files can only be recovered by the implementation of extraordinary recovery methods.

- 10.10. **Archiving.** Upon termination of this Agreement,

- every Party except CRESYM, shall apply Article 10.9 to all received Confidential Information;
- CRESYM shall remove access rights for every individual to the Private Workspace (excepting their own private mailbox), but for CRESYM's general manager and its explicit delegates to the Private Workspace, if any, after the End Date;

CRESYM shall archive the Private Workspace three (3) years after the End Date, i.e. apply Article 10.9 to all received Confidential Information. During said period, the Private Workspace will only be accessible to CRESYM's general manager and her/his authorised representatives, if any.

- 10.11. **Ex-post use.** Subject to the written specific written authorisation of the Issuing Party, CRESYM may retrieve and disseminate Confidential Information from the Private Workspace after the End Date.
- 10.12. **Ex-post obligations.** The obligation to preserve the confidentiality of Confidential Information shall remain in force for a period of three (3) years, following termination of this Agreement for any reason.
- 10.13. **Injunctive Relief.** The Receiving Party acknowledges and agrees that the Issuing Party may not have an adequate remedy at law in the event of a breach of this Agreement by the Receiving Party, that the Issuing Party may suffer irreparable damage and injury as a result of a breach of this Agreement, and that if the Receiving Party violates the provisions of this Agreement, the Issuing Party, in addition to any other rights and remedies available under this Agreement or otherwise, shall be entitled to seek an injunction to be issued by a tribunal of competent jurisdiction restricting the Receiving Party from committing or continuing any violation of the terms of this Agreement.

Personal data protection

10.14. **Principle.** To the extent that any of the Confidential Information, is personal data as defined in the European General Data Protection Regulation (GDPR) and/or any hereto applicable data protection laws, the Receiving Party hereby undertakes to:

- only process (as defined in the GDPR and/or any hereto applicable data protection laws) such personal data to the extent strictly necessary for the Project and not for any other purpose without the prior written consent of the Issuing Party;
- take such technical, organisational and security measures as required to enable it to process such personal data in compliance with the GDPR and/or any hereto applicable data protection laws and this Agreement and to allow the Issuing Party to inspect all such measures upon reasonable prior written notice to the Receiving Party;
- not transfer or process (as defined in the GDPR and/or any hereto applicable data protection laws) such personal data outside of the European Economic Area without the prior written consent of the Issuing Party;
- upon request from the Disclosing Party, immediately cease processing (as defined in the GDPR and/or any hereto applicable data protection laws) such personal data and/or take any other steps reasonably specified in relation to such personal data including destroying, blocking or amending such personal data; and
- provide the Issuing Party with all reasonable assistance and co-operation necessary to allow the Issuing Party to comply with its obligations under the GDPR and/or any hereto applicable data protection laws including complying with subject access requests and requests made by the competent information authority, if any, in respect of such personal data.

10.15. **Ex-post storage.** The Personal Data relating to any Party Representative shall be stored for no longer than five (5) years after the termination of the Agreement.

10.16. **Photographs.** For the Project's and related CRESYM's communication purposes (especially on the Project web pages and social media publications dedicated to the Project), every Party procures that, by default, each of its involved Representatives agrees to have him/her represented on photographs, either gathering three (3) or more individuals and then with no further explicit authorisation from the said individual; respectively gathering two (2) or less individuals, and then with an explicit, dedicated authorisation from the said individual.

Or if a Representative disagrees with the abovementioned implicit authorisation of his/hers, the concerned Party procures that it would inform CRESYM of it beforehand.

By exception, if a Representative disagrees with the above default provision, (s)he must explicitly oppose in written to CRESYM.

## 11. Intellectual Property

### Pre-existing IPRs

11.1. **Mutual sharing.** Each Party remains sole owner or beneficiary of its Background Information.

The Parties grant hereby to each other, at no additional costs, a right to use, and a non-exclusive license, on their respective Background Information allowing each Party to use such Background Information for the purpose of the Agreement, i.e. for the sole purpose of carrying out the Project and exploiting its Results in the scope of its activities, insofar as the granting Party has no other contrary obligations.

This right is granted for the duration of protection of the rights involved.

This right is however non-transferable and cannot be sub-licensed without prior consent of the owner of the Background information.

If the granting Party has contrary obligations regarding the Background Information, it may demand additional obligations or conditions from the other Parties for their right of use. The said granting Party must then raise the issue latest when the Background Information is made available and the related added obligations or conditions must be added into Article 21 of the "Specific Terms and Conditions".



- 11.2. **No infringement.** Each Party, but Research Institutions (see Article 24.4), warrants they do not infringe on any Intellectual Property Rights while creating a Result or sharing their Intellectual Property Rights with the other Parties, and shall indemnify, defend and hold harmless the other Parties from and against any and all direct damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly by (an)other Party or a third party arising out of any Intellectual Property Right infringement.
- 11.3. **Freedom.** Research Institutions are not obliged to investigate the intellectual property rights of third parties or the possibility of applying for these rights.
- Yet the Project Management Board shall check prior to the delivery of any Result, that no IPR, of a Party or a third party, would be infringed by the Result (see Article 8.2).

#### Results' Joint Ownership Agreement (JOA)

- 11.4. **Result owners.** Complying with the principles set forth in Article D of the preamble, and unless specific provisions in Article 21 of the "Specific Terms and Conditions" apply for the matter,
- in case the CRESYM is listed as funding Party in Article 24.3, all Parties except CRESYM, plus all other Members of CRESYM at the date of CRESYM General Assembly decision approving this status of "Common Project", own indivisibly in equal parts every Result and the related IPRs, and more generally all IPR on any assets, products, inventions, methods or know-how arising or developed in connection with the Project;
  - in case the CRESYM is not listed as funding Party in Article 24.3, all Parties except CRESYM own indivisibly in equal parts every Result and the related IPRs, and more generally all IPR on any assets, products, inventions, methods or know-how arising or developed in connection with the Project;
  - CRESYM does not own any Intellectual Property Right whatsoever in any products, inventions, methods or know-how arising or developed in connection with the Project.
- If deviating from Article D of the preamble, Results are no joint developments involving all the Parties, Article 21 may set out alternative provisions to acknowledge intellectual property ownership to specific contributors and have the said contributors grant all or part of the IPRs to other Parties.
- 11.5. **Individuals.** Community Members shall be informed and required, when registering to the Open Workspace, that they waive all claims (especially financial, or credit) on IPR related to any of their contributions to a Result and that the said IPR benefits rest with the Parties as joint owners.
- 11.6. **Patent.** Unless specific provisions in Article 21 of the "Specific Terms and Conditions", the Parties waive all rights on patenting all or part of the Results.
- 11.7. **Mutual licensing.** The Parties grant hereby each other a perpetual, royalty-free, irrevocable, world-wide, non-exclusive and unrestricted license to exploit, implement, adapt and/or improve all or part of the Results in the scope of their own activities.
- Unless specific provisions in Article 21 of the "Specific Terms and Conditions" apply for the matter, such license is granted with no limitation regarding the activities a Party implements it for.
- 11.8. **CRESYM mandate.** The Result owners hereby grant CRESYM a perpetual, royalty-free, irrevocable, world-wide, non-exclusive and unrestricted license to exploit, implement, adapt and/or improve every Result or set of Results (as "assets" of the association), including the related Intellectual Property Rights.
- Unless specific provisions in Article 21 of the "Specific Terms and Conditions" apply for the matter, the Result owners hereby mandate CRESYM to implement Articles 11.9 to 11.10 for every Result or set of Results, including after the End Date.
- CRESYM shall do so until CRESYM Board assesses that the said Result or set of Results has become obsolete. CRESYM shall then notify the Parties of CRESYM Board assessment.

CRESYM mandate

- 11.9. **Maintenance.** On behalf of all of their owners, and until CRESYM Board decides to terminate this mandate, CRESYM shall maintain every Result available and usable.
- 11.10. **External dissemination.** On behalf of all Parties, especially for process descriptions or software pieces, and until CRESYM Board decides to terminate this mandate, CRESYM shall make every Result available to any third party, having signed the corresponding, dedicated AToR.

#### Results' Terms of Reference

- 11.11. **AToR development.** The Parties shall define the AToR provisions for every Result or set of Results, provided that they comply with the “General Terms and Conditions”, esp. the following provisions in this Article 11, and any relevant provision of the Article 21 of the “Specific Terms and Conditions”, and, if any, the obligations set by the contract with the hosting facilities provider.
- 11.12. **AToR license.** Every AToR must be based on a standard license, selected among opensource licenses approved by the Open Source Initiative or the Free Software Foundation.
- Unless embedded licences (see below) impose a copyleft license, the choice shall be limited to non-copyleft licenses.
- 11.13. **Embedded licenses.** The AToR license related to a Result or set of Results embedding third party owned resources, shall comply with the corresponding third party’s product license.
- 11.14. **No liability.** Except if otherwise imposed by law, neither CRESYM, nor other Parties, shall be liable for any consequence of use and misuse by any User, Party or third party of a Result or set of Results, also beyond the End Date.
- All developed AToRs must set forth this no-liability clause.
- 11.15. **User’s liability.** All developed AToRs shall ensure and impose that
- Users are liable for any consequence of usage and misuse of a Result or set of Results and for any Intellectual Property Right infringement while using a Result or set of Results in any way; and
  - Users shall indemnify, defend and hold harmless CRESYM and any other Party (as “asset owner”) from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney’s fees), suffered directly or indirectly by any Party arising out of any Intellectual Property Right infringement committed by the user.
- 11.16. **Credit.** The AToR must impose to credit their use of the Result along with all authors’ names or at least “CRESYM et al.” as author; and on electronic means, to embed in the credit a link to the Community, if the Community exists.
- Each Party must also credit its own use of the Result or set of Results the same way.
- 11.17. **Competition law.** This Agreement is essentially entered into by the Parties for research and development purposes and is therefore not subject to the rules imposed by Article 101 (3) of the Treaty on the Functioning of the European Union. To this end:
- Parties will have full access to the Results of the Project’s research and development, including any resulting IPRs and know-how, for the purposes of further research and development and exploitation. If the Parties limit their rights of exploitation, access to the Results for the purposes of exploitation may be limited accordingly.
  - where the Agreement only provides for joint research and development or paid-for research and development, each Party must have access to any Background Information of the other Parties concerned, if this know-how is indispensable for the exploitation of the Results and subject to Article 11.1.

## E. Financial Provisions

### 12. Financial Provisions

#### Principles

- 12.1. **Currency.** Unless stated otherwise, all amounts mentioned in the Agreement are expressed in Euro (€).
- 12.2. **Cost recovery.** Every Party shall receive from the Project funding payment for the costs budgeted to be incurred to it when undertaking the Project, plus any mandatory minimum margin attached to them, if any, as budgeted in the table of Appendix 2.

Parties shall bear their own expenses levied by bank in their own respective country/territory.

All fees and amounts payable to Research Institutions are exclusive of any value added tax, goods and service tax, sales tax, use tax, consumption tax or any other similar tax. Therefore, the amount stated in the table of Article 24.2 in Appendix 2 to be paid to Research Institutions is the net amount to be received by Research Institutions.

- 12.3. **Settlement.** Every quarter, the total amount of required funding is assessed based on the foreseen Task implementation; and is split on all net funding Parties, pro-rata their funding share for the remaining part of the Project, as budgeted in Article 33.1 of Appendix 3.
- 12.4. **Project account.** CRESYM shall monitor a dedicated account for the Project.
- 12.5. **Pooling.** Unless otherwise expressly stated in the Specific Terms and Conditions, every Party contributing to funding the Project except CRESYM, respectively benefiting from the Project funding except CRESYM, shall be invoiced by, respectively shall invoice, CRESYM on a quarterly basis.
- 12.6. **Common pot.** Every Party contributing to funding the Project, except CRESYM, shall also contribute to CRESYM common budget, on the following basis: for every euro charged to the Party, 85% (eighty five percent) shall actually fund the project and 15% (fifteen percent) shall contribute to CRESYM common budget.

The contribution to CRESYM common budget shall appear as a separate row on the invoice.

Only a Common Project can be funded, and only up to half of its budget, by CRESYM common budget.

- 12.7. **Cash management.** No cash management fees or costs are due by CRESYM for the account saldo.
- The Parties waive all rights and/or claims they could have against CRESYM when CRESYM acts in its capacity of funding pooler, including the management of funds, settlement of invoices, etc., except fraud or wilful misconduct of CRESYM. Parties acknowledge CRESYM is not remunerated for these tasks.
- 12.8. **Update.** Every Party must keep the other Party informed of any update in their invoicing details (see Appendix 2 to the “Specific Terms & Conditions”, Article 28.2).

#### Settlement & invoicing

- 12.9. **Schedule.** For every quarter, CRESYM shall
- Six (6) weeks before the beginning of the quarter, notify to all Parties a settlement sheet compiling the upcoming invoices’ details;
  - Two (2) weeks after the settlement date, invoice every contributing Party, in accordance with the proposed settlement sheet;
  - Eight (8) weeks after the settlement date, be invoiced by every funded party, in accordance with the proposed settlement sheet.

The abovementioned schedule may be adapted for the first quarter of the Project, if the signature occurs less than six (6) weeks before the Effective Start Date.

- 12.10. **Invoice content.** Invoices shall contain:

- invoice number, invoice issue date, period of performance, payment term;

- full name, address and VAT number of both invoicing and invoiced Party, where applicable;
  - contact details (email) of the invoice Party's contact person (see Appendix 2 to the "Specific Terms & Conditions", Article 28.2);
  - invoice amount and currency;
  - bank account details (at least IBAN and BIC or SWIFT code) on which the relevant payment shall be made;
  - tax rate and tax amount separately, if any;
  - reference to the reverse charge (according to Article 196 from the Directive of Council 2006/112/EC – tax payable by customer), where applicable.
- 12.11. **Errors.** In case the invoice needs to be modified, a modified invoice must be issued. The modified invoice shall contain the following:
- reference to the original invoice number which is to be modified;
  - reference in content that the subject is a modification;
  - originally invoiced amount, final amount and the difference in value.
- 12.12. **VAT.** VAT will be charged by, respectively to, CRESYM to contributing Parties, respectively by funded Parties, at the legal rate in the country of the invoice sender.

#### Payments

- 12.13. **Payment terms.** Payments are due on reception of the invoice, or no later than thirty (30) days after the invoice date, provided that the invoice complies with applicable legal requirements.
- 12.14. **Late Payment.** The minimum legal penalty applicable in the country of the invoicing Party shall apply for late payments.
- The invoiced Party becomes a Breaching Party, if a payment remains unpaid more than thirty (30) days after a notice informing the invoiced Party of the breach, and asking it to remedy the breach, has been sent to the invoiced Party.
- 12.15. **Wire transfer.** Every payment shall be made in Euros, through bank wire transfer to the bank account mentioned on invoice.

#### Tax matters

- 12.16. **Tax rebates.** Every Party intending to apply for tax rebates because of any Project expense must inform the other Parties of the corresponding intention.
- In case two Parties claim a tax rebate for the same expense, the Party receiving funds from the other, possibly wheeled via CRESYM, gives up its right to a tax rebate in advance.

#### Export matters

- 12.17. **Export clause.** The Parties shall comply with the respective applicable requirements of national and international export, customs and foreign trade law ("export control regulations").
- The Parties undertake to communicate in writing as early as possible all Information required by any other Party for compliance with the applicable export control regulations.
- The performance of the Agreement by the Parties is subject to the provision that no obstacles due to national or international export control regulations as well as no embargos and/or other sanctions stand in the way of performance.

## F. General Provisions

### 13. Duration & termination

- 13.1. **Entering into force.** This Agreement enters into force on the Effective Start Date (see Appendix 2 to the “Specific Terms & Conditions”, Article 23.2).
- 13.2. **Termination.** This Agreement shall terminate (i) either on the End Date, entailing the application of Article 13.5; or (ii) latest on the Ultimate Date, entailing the application of Articles 13.4 and 13.5.
- 13.3. **End Date.** The End Date shall be set by the Project Supervisory Board after their formal acknowledgement of
- the (i) delivery (see Article 8.2) or (ii) the termination (see Article 8.3) of each and every Result; and
  - the effective settlement of all financial transactions between the Parties that the Project Agreement involves (see Article 12).
- 13.4. **Default termination.** If the Ultimate Date clearly appears to be the date of termination of the Agreement, CRESYM (or the Project Leader, if still active) shall, at least fifteen (15) Business Days ahead of the anticipated Ultimate Date, call a Project Supervisory Board meeting. Such Project Supervisory Board meeting shall decide on the terms and conditions of the effective termination of the Agreement.

Notwithstanding any other provision herein, quorum for this Project Supervisory Board meeting shall be of fifty percent (50%) of the Parties and decisions of that Project Supervisory Board meeting will be valid if taken by a simple majority.

The said Project Supervisory Board meeting shall:

- Acknowledge the (i) delivery (see Article 8.2) or (ii) the termination (see Article 8.3) of each and every Result;
- Mandate CRESYM to undertake all measures or actions necessary to immediately stop the Project, including manage possible ex-post obligations, if any, and to ensure effective and expedite settlement of all financial transactions not yet settled between the Parties (see Article 12).

Ex post obligations (see next) apply after the Ultimate Date.

- 13.5. **Ex Post obligations.** The provisions of the Agreement which will remain in force on or after termination, shall survive the termination of the Agreement.

Especially, beyond the termination of the Agreement, every Party must comply, if concerned, with the provisions set forth in:

- Articles 10.8 to 10.11 (confidentiality);
- Articles 10.14 and 10.15 (personal data);
- Articles 11.7 to 11.15 (Joint ownership agreement);
- Articles 9.1 to 9.3 (scientific publications);
- Article 12 (payment obligation).

- 13.6. **Suspension.** The Project Supervisory Board, or the Project Leader in case of Force Majeure (see Article 15.3), may decide to suspend and resume, when applicable, the application of all, or part of, the Agreement with a unanimous decision.

The decision must state explicitly which rights and obligations of all, or some of, the Parties are suspended.

## 14. Liability

### Breach

- 14.1. **No joint liability.** Parties are liable for their own respective obligations under this Agreement.

The Parties do not assume joint and several liability.

- 14.2. **Duty to cooperate.** Each Party has a duty to mitigate its damages in connection with this Agreement. The Parties shall assist each other in taking the appropriate actions/measures to prevent and/or minimise all damages towards each other and towards third parties.
- 14.3. **Liability between Parties.** The contractual liability of the Parties towards each other pursuant to this Agreement is limited to direct damages caused by gross negligence, fraud or wilful misconduct.
- Further limitations of liability may be included in the Specific Terms and Conditions
- No Party shall be held liable for simple negligence. Article 4.1 shall remain unaffected.
- 14.4. **Compensation between Parties.** When an Affected Party suffers damages from a Breaching Party's gross negligence, fraud or wilful misconduct, the Affected Party shall be entitled to claim compensation from the Breaching Party for any and all losses, damages, charges, fees or expenses, expected and unexpected, which can be considered as a direct damage arising out, or resulting from, a breach of the terms of this Agreement.
- 14.5. **Liability cap.** Unless set out otherwise in Article 21 of the "Specific Terms and Conditions", the liability of the Breaching Party shall be limited to a cap of hundred thousand euros (100.000 €) per individual breach irrespective of the number of Affected Parties and of three hundred thousand euros (300.000 €) per year irrespective of the number of breaches and Affected Parties. The cap includes the legal costs arising from the breach.
- 14.6. **Third party claims.** When a third party claims damages resulting from the breach of a Breaching Party, the Party that received the third party claim (the Defending Party) shall:
- notify promptly the Project Leader and the other Parties in writing of any such claim;
  - to the extent possible, inform the alleged Breaching Party(ies) and the other Parties about the content and proceedings of such claim.
- All Parties shall cooperate in the defence against the third party claim.
- 14.7. **Compensation to third party.** In case a third party files a liability claim against one of the Parties, the Breaching Party(ies) shall compensate the Defending Party. The Defending Party shall be entitled to claim compensation from the Breaching Party(ies) under the following conditions:
- The compensation shall not exceed the amount corresponding to what the Defending Party has paid to the third party as compensation for its damage increased by the necessary arbitration/court fees and the reasonable attorney fees of the Defending Party; and
  - The Defending Party is entitled to claim damages from the Breaching Party(ies) only pursuant to a final and effective court decision with regard to claims of the third party; or pursuant to a settlement between the third party and the Defending Party provided that the Defending Party approved any proposed settlement with the prior approval of the Breaching Party(ies); or in case the Breaching Party and Defending Party agreed on out of court settlement of the third party claims.

#### Insurance

- 14.8. **Insurance.** Parties shall ensure they have procured appropriate insurance coverage for their respective undertakings pursuant to this Agreement and the Project.

## 15. Force majeure

- 15.1. **Principle.** No Party shall be liable for delay or failure to fulfil its obligations under this Agreement if the delay or failure results from Force Majeure.
- 15.2. **Notice.** The Party invoking a Force Majeure shall notify the other Parties as soon as reasonably possible when said Party is aware of the Force Majeure situation or event, such notice describing the nature and origin of the Force Majeure event and its expected duration.

- 15.3. **Short term management.** The Project Leader shall without delay examine, including by calling upon legal advice, if the said Force Majeure event is justified. If the Project Leader confirms the Force Majeure, the Project Leader shall notify the Parties that their respective obligations under this Agreement are suspended (see Article 13.6) and shall indicate the expected duration of such suspension.

As of the date of said Project Leader's notice, all Parties' obligations will be suspended for the time indicated in the notice. The Project Leader may upon justification extend the said suspension duration by sending an appropriate notice to the Parties. Any Party may challenge the Project Leader's notice and/or decision regarding Force Majeure by calling for a special meeting of the Project Supervisory Board to decide on said Force Majeure.

Every Party shall make any reasonable efforts to limit the consequences and duration of such event.

- 15.4. **Long run Management.** If this suspension period lasts more than two (2) months, the Parties shall convene a Project Supervisory Board meeting for deciding on the termination or continuation of the Project and the Agreement and/or to decide on all necessary measures regarding the consequences of the Force majeure situation.

The legal evaluation by a court etc. and any consequential claims shall be independent from the assessment of the Project Leader of the Force Majeure event.

## 16. Assignment/Subcontracting

- 16.1. **No transfer to third party.** Parties shall not assign, transfer or otherwise cede any of their rights and obligations under this Agreement, without the prior, express and written consent of all other Parties.

Assignment, transfer or cession by means of merger, split-off or other corporate transaction and assignment, transfer or cession to affiliate companies as defined by law is not subject to the approval of the other Parties, but is however subject to an information notice sent to the other Parties within thirty (30) Business Days from such assignment, transfer or cession.

- 16.2. **Succession.** This Agreement and the rights and obligations which arise hereunder, can be transferred by a Party to any entity which succeeds it in accordance with the applicable laws and regulations, subject only to notification to all other Parties.

From the time of such transfer, the assignee assumes the full rights and obligations of the Party under this Agreement.

- 16.3. **Sub-contracting.** Every Party shall not subcontract any of its obligations under this Agreement, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. any of its obligations under this Agreement

Per se, a subcontractor does not become a Party to this Agreement.

Every Party remains liable for all its obligations in application of this Agreement vis-à-vis the other Parties, regardless of any transfer to a subcontractor of theirs.

If a Party assigns, subcontracts or otherwise transfers any of its rights or obligations under this Agreement to a subcontractor, then the subcontractor's Representatives shall be considered alike any other Receiving Party's own Representative when applying this Agreement (and especially confidentiality obligations in Article 10).

## 17. Notice

- 17.1. **Format.** Notices under this Agreement shall be made in writing, addressed to the Party's address set forth in Appendix 2 to the "Specific Terms & Conditions", Article 28, or as may be later modified.

Notices shall be given either by registered mail or by e-mail (with acknowledgement of receipt) or via the project platform chat service (with effective reply in writing from the recipient).

For avoidance of doubt, this section applies only to the exchange of notices about the Agreement and does not prohibit exchanges of Information among the employees of the Parties.

- 17.2. **Proof.** The notice shall be deemed effective at the time when the (e)mail or chat service confirmed to the sender as delivered to the recipient on the date of receipt; or when the recipient has replied.
- 17.3. **Updates.** Each change of address of a Party, including e-mail address or a Representative, must be immediately notified to the other Parties and Project Leader by e-mail.
- Absent such notification, all notifications communicated to the latest communicated address will be considered to be made legitimately.
- 17.4. **Use of electronic means.** The Parties acknowledge and agree that their electronic exchanges (emails, SMS, etc.) have the same value as any other written material and that their content is deemed genuine unless the evidence of a fraud is brought.

## 18. Final Provisions

- 18.1. **Capacity.** Every party warrants that it has due capacity and authority to enter into this Agreement and perform the Tasks pursuant to it.
- 18.2. **Representatives.** Every Party warrants that their Representatives involved or implied by the implementation of this Agreement, comply with the terms and conditions of the present Agreement.
- 18.3. **English.** This Agreement and all documents exchanged in application of this Agreement must be in English or translated in English in order to be considered valid.
- 18.4. **Non-Exclusivity.** Nothing in this Agreement shall prohibit a Party from providing any service to third parties during the term of this Agreement, provided that they do not adversely interact with, or limit, the undertaking of the Project or the foreseen exploitation of the Project Results.
- 18.5. **No waiver.** No failure or delay by a Party hereto in exercising any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, privilege or remedy hereunder.
- 18.6. **Waiver and remedies.** No Party shall be deemed to have waived any rights or remedies arising out of this Agreement or out of any default or breach hereunder unless such Party executes the waiver in writing.
- If a Party waives a right or remedy arising out of this Agreement or out of any default or breach hereunder, such waiver shall not be construed to constitute a waiver of any other rights or remedies.
- The rights and remedies of a Party under the Agreement apply cumulatively with and do not exclude any other rights and/or remedies granted to such Party under the Agreement and/or applicable law.
- 18.7. **Conflict of interest.** To the best of its knowledge, every Party confirms that it is not subject to a conflict of interest with respect to the Project goals or Results.
- Every Party hereby confirms that, to the best of its knowledge, it is not acting in any capacity for a third party which presents an actual or potential conflict of interest.
- If during the performance of this Agreement a Party believes a conflict of interest may arise or has arisen, it shall inform the other Parties in writing promptly after becoming aware of the actual or potential conflict of interest.

## 19. Applicable Law, dispute & courts

### Governing law

- 19.1. **Governing Law & Jurisdiction.** This Agreement shall be exclusively governed by, and construed and enforced in accordance with, the laws of the Kingdom of Belgium, without giving effect to its conflict of law provisions and/or principles.

### Dispute & courts



19.2. **Amicable Settlement.** Parties shall first seek to settle amicably any claims, controversies or disputes or disagreement between the Parties arising out of, connected with, or relating in any way to this Agreement.

19.3. **Escalation.** Should the Parties not be able to resolve their issue(s) amicably within a period of one (1) month after a Party first notifies the disagreement, the most diligent Party shall request CRESYM's Projects Committee to arbitrate it. The Party shall notify CRESYM's Projects Committee chairperson by email and copy all other Parties of said notification.

CRESYM's Project Committee shall hear the concerned Parties in writing within one (1) month from the confirmation of receipt of the dispute's notification. Within a period of two (2) months from the confirmation of receipt of the dispute's notification, the Projects Committee shall render its decision regarding the dispute.

Any interested Party may then appeal to CRESYM Board within one (1) month. CRESYM Board shall hear the designated Representative(s) of the concerned Parties for the purpose of the present provision (see Appendix 2 to the "Specific Terms & Conditions", Article 26.4) and if appropriate organise a meeting with them to settle the matter.

19.4. **Courts.** If the Parties cannot settle their claims or controversies or dispute or disagreements in accordance with the previous provisions, the court in Brussels are competent.

## 20. Signatures

20.1. **Electronic signature.** The Parties agree that each of them may sign the Agreement, or any related document, by affixing an Electronic Signature and acknowledges that this Electronic Signature will have the same legal value as a handwritten signature.

20.2. **Proof.** The Parties expressly agree that the Agreement, or any related document, signed electronically constitutes the original of the document and that it is perfectly valid between them.

Accordingly, the electronically signed Agreement, and all related document, constitutes proof of the content of the electronically signed Agreement (or related document), the identity of the signatory and consent to the obligations and consequences arising from the Agreement (or related document).

Neither Party shall object to the validity of the documents based on the fact that they have been executed by an Electronic Signature.

20.3. **Transmission.** The Parties agree that the official electronic transmission of the electronically signed Agreement, constitutes proof between the Parties of the existence, content, sending, integrity, timestamping and receipt of the Agreement, signed electronically between the Parties.

## SPECIFIC TERMS & CONDITIONS

### WHEREAS

- F. The Parties have designed the project described in Appendix 1 to the present “Specific Terms and Conditions” (the **Project**) and decided to undertake it, and therefore to enter into the present **Agreement**.

### NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 21. Specific governing provisions

- 21.1. **General Terms & conditions.** Every Party agrees with the “Project Agreement - General Terms & Conditions” attached to the present “Project Agreement - Specific Terms and Conditions”.
- 21.2. **Prevalence.** The following provisions in Article 21, if any, complement, and where applicable cancel and supersede, the corresponding provisions of the “General Terms and Conditions”.
- 21.3. **No exception.** There is no other provision in the present “Specific Terms and Conditions”.

OR

(to be completed)

#### 22. Signatures

**IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE EXECUTED OR HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT ON THEIR BEHALF AS OF THE EFFECTIVE START DATE.**

MADE IN [NR OF ORIGINAL COPIES] ([NR]) ORIGINAL COPIES, ONE (1) FOR EACH PARTY.

In: On: For CRESYM:  _____ Sébastien LEPY	In: On: For XXX:  _____ [First & LAST name]
In: On: For XXX:	In: On: For XXX:

<hr/> <b>[First &amp; LAST name]</b>	<hr/> <b>[First &amp; LAST name]</b>
In: On: For <b>XXX</b> :	In: On: For <b>XXX</b> :
<hr/> <b>[First &amp; LAST name]</b>	<hr/> <b>[First &amp; LAST name]</b>

.../...

## Appendix 1: Project description

<b>Project title</b>	XXXXXX
<b>Summary</b>	XXXXXX
<b>Research topic</b>	XXXXXX
<b>Project leader</b>	XXXXXX
<b>Project team members</b>	XXXXXX
<b>Project timeline</b>	XXXXXX
<b>Forecast budget (€)</b>	XXXXXX
<b>Forecast FTE</b>	XXXXXX
<b>Additional funding (direct funding, public funding)</b>	XXXXXX
<b>Open-source project</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>License used</b>	XXXXXX

1. Context and reasons behind this project (why)

*Should include here also Related Work & how this work differs.*

2. Project objectives (what)

*Should include what we want to achieve through this project.*

3. Expected outcomes, potential benefits and applications

*Should include the expected outcomes, the potential benefits and possible future applications of the project.*

4. Technical approach (how)

*Should include as much as possible the approach that will be adopted in the project to fulfil the previous objectives.*

5. Relationship of this project to the Association's research program

*Should explain how this project aligns with the association goals and ambitions.*

6. Plan for ensuring the longevity of the assets

*Should include how the assets will be maintained after the end of the project (code, GitHub), the link with the Colib framework, the publications and articles.*

.../...

## Appendix 2: Project general parameters

The Project name is displayed as title of the Agreement and recalled hereafter:

- [NAME OF THE PROJECT]

### 23. Foreseen beginning & end dates

- 23.1. **Effective Start Date.** The Effective Start Date is the following: [date]
- 23.2. **Expected End Date.** The Expected End Date is the following: [date]
- 23.3. **Ultimate Date.** The Ultimate Date is five (5) years after the Effective Start Date OR [date].

### 24. Resources

- 24.1. **Total budget.** The Project total initially estimated budget is:
- [budget figure] Euros (excluding the contribution to CRESYM common budget – see Article 12.6);
  - [budget figure] Euros (including the contribution to CRESYM common budget – see Article 12.6);
- 24.2. **Budget breakdown.** The Project budget is split between the funded Parties as follows:

Funded party	Staff	FTE (/yr)	Years	Costs per fte & year for salary	Other costs per fte & year (e.g. travel)	Total (€)	Comment
CRESYM	PMO	0.25	4	90 000 €	20 000 €	110 000 €	(1)
[Party]	PhD	2.0	4	88 250 €	2 000 €	722 000 €	
[Party]	Postdoc	1.0	3	143 000 €	2 000 €	435 000 €	
...							

Comments to the table (especially if special supplies are hired or purchased):

- Total cost = (FTE/yr) \* (nr years) \* (wage + other costs/FTE)
- (1) : other costs cover ...

Funded Party	Non-staff-related cost items (for project purpose specific supplies, etc.)	Cost amount (€)	Comment
[Party]	[cost substance]	[figure] €	

Comments to the table (especially if special supplies are hired or purchased):

- (1) : other costs cover ...

24.3. **Budget breakdown.** The Project budget, regardless of the contributions to CRESYM common budget, is split between the funding Parties (sponsors) as follows:

Funding Party (sponsor)	Funded amount (€)	Comment
...		

Comments to the table:

- The contribution of every sponsor (except CRESYM) to CRESYM common budget comes on top of their respective contribution to the project above figure and is equal to 15/85<sup>th</sup> of it.

- (1) :

24.4. **Research Institutions.** Among the Parties, the Research Institutions are the following:

- [RI 1]

- ...

24.5. **Common Project.** The Project has [not] been approved as a “Common Project” of CRESYM, by CRESYM General Assembly [to date // ’s decision on DD MM YYYY].

[The Parties acknowledge such status of “Common Project” with its implications for Article 11.4 and 12.6.]

## 25. Workspace

25.1. **Open Workspace.** The Open Workspace is hosted on the following external platform(s), at the following web address(es):

Platform name	Link to Open Workspace
Organisation	Link
...	...

25.2. **Private Workspace.** The Private Workspace is hosted on the following tools, at the following web address(es):

Tool	Link to Private Workspace
MS Teams	Link
MS SharePoint	Link

(other)	Link
---------	------

## 26. Representatives appointment

26.1. **Project Supervisory Board.** The Project Supervisory Board consists of the following individuals, all listed in Article 28:

Party	Representative
Organisation	First & last name
...	...

The Project Supervisory Board is chaired by:

- [The Project Leader OR first & last name]

26.2. **Project Management Board.** The Project Management Board consists of the following individuals, all listed in Article 28:

Party	Representative
Organisation	First & last name
...	...

The Project Management Board is chaired by the Project Leader.

26.3. **Project Leader.** The Project Leader is the following person:

- [first & last name]

26.4. **Appeal.** For the application of Article 19.3, every Party appoints by default their Chief Executive Officer, unless a substitute is listed hereafter.

Party	Representative
Organisation	First & last name, position
...	...

26.5. **Project Advisory Panel.** The Project Advisory Panel consists of the following individuals, all listed in Article 28.1:

Party	Representative
Organisation	First & last name, position
...	...

--	--

The Project Advisory Panel's role and organisation are as follows:

- **N.A.**

26.6. **Project IT manager.** The Project IT Manager is the following person:

- **[first & last name]**

## 27. Specific governing rules

27.1. **Rights.** Complementary to Article 6.5 of the "General Terms & Conditions", the Project Management Board can decide on the following matters:

- **None OR To be completed**

27.2. **Rights.** Complementary to Article 7.3 of the "General Terms & Conditions", the Project Leader can decide on the following matters:

- **None OR To be completed**

.../...



## 28. Representatives' list & contact details

28.1. **Project Team.** The list of Parties' Representatives with their contact details is as follows.

This list shall be compiled and updated, for practical purposes. Useless data regarding a Person can be omitted.

Party	Last name	First name	Email	Phone number	Alias(es) on Private Workspace	Alias(es) on Open Workspace
Organisation	Last	First	John.doe@there.com	+XX (0) 123 456 789	(explicit)	John12 (GitHub) DoeJ (Trello)
...						
...						

28.2. **Invoicing contacts.** The list of Party Representatives in charge of invoicing matters, with their contact details, is as follows.

This list shall be compiled and updated, for practical purposes. Useless data regarding a Person can be omitted.

Party	Last name	First name	Email	Phone number	Comments
Organisation	Last	First	John.doe@there.com	+XX (0) 123 456 789	...
...					
...					

.../...



## 29. Invoicing details

29.1. **Invoicing details.** Invoices shall consider the following parameters for every Party:

Organisation	Invoicing address	VAT number	IBAN	BIC or SWIFT code
[Organisation]	[Address]	[VAT number]	[IBAN]	[BIC]
...				

.../...

## Appendix 3: Project initial Workplan

The Project name is displayed as title of the Agreement and recalled hereafter:

- [NAME OF THE PROJECT]

This Appendix describes

- Every Result, i.e. with respect to its substance (what and how it is expected to be), and if useful for clarification purposes, the rationale motivating the delivery (why).
- Every Task, i.e. the process that the Parties intend to implement to deliver the corresponding Result.

### 30. Expected Results description

30.1. **Results.** The expected Results are depicted in the table below, as they are expected to be (and as they are, when delivered):

NB: Result identification numbers are freely defined by the Parties to ease any further references.

Intermediary deliverables shall also be depicted as Results.

Result nr	Name	Substance	Comment (e.g. motivation)
1.1	...	...	...
...			

### 31. Task description

31.1. **Tasks.** Tasks may be grouped into work packages for easier understanding of the Project logic.

Start/end dates of every Task is displayed in the schedule (see Article 32)

Task nr	Result nr	Task description	Task Leader (name)	Contributors (names & fte)
<i>Work package 1: [work package title]</i>				



T1.1	1.1	...		
...				

### 32. Schedule

32.1. **Schedule.** The Project schedule is updated under the following link. [\[link to Sharepoint XL file\]](#)

Only a picture copy of it is attached hereafter:

[Insert gantt chart](#)

### 33. Budget allocation

33.1. **Budget Schedule.** Based on the Project schedule and the involvement of resources for every task, the budget quarterly schedule is as follows:

For every quarter, total over all Tasks = total over all funded Parties = - total over all funding Parties

[Use buget Excel template](#)

End of the document