



**Marie Skłodowska-Curie Actions  
Research and Innovation Staff Exchange (RISE)  
H2020-MSCA-RISE-2019**

**Project Acronym : FALAH – Project Number : 873185**

**CONSORTIUM AGREEMENT**

## Table of Content

|   |           |
|---|-----------|
| <b>CONSORTIUM AGREEMENT .....</b>   | <b>3</b>  |
| <b>1 Section: Definitions .....</b>   | <b>5</b>  |
| <b>2 Section: Purpose .....</b>   | <b>7</b>  |
| <b>3 Section: Entry into force, duration and termination .....</b>                                    | <b>7</b>  |
| <b>4 Section: Responsibilities of Parties .....</b>   | <b>8</b>  |
| <b>5 Section: Liability towards each other .....</b>  | <b>9</b>  |
| <b>6 Section: Governance structure .....</b>  | <b>10</b> |
| <b>7 Section: Financial provisions.....</b>   | <b>17</b> |
| <b>8 Section: Results.....</b>  | <b>19</b> |
| <b>9 Section: Access Rights.....</b>  | <b>22</b> |
| <b>10 Section: Non-disclosure of information .....</b>  | <b>25</b> |
| <b>11 Section: Miscellaneous .....</b>  | <b>26</b> |
| <b>12 Section Signatures .....</b>  | <b>28</b> |
| <b>13 Attachment 1: Background included .....</b>   | <b>43</b> |
| <b>14 Attachment 2: Accession document .....</b>  | <b>51</b> |
| <b>15 Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.....</b> | <b>52</b> |
| <b>16 Attachment 4: Identified Affiliated Entities according to Section 9.5 .....</b>                 | <b>53</b> |
| <b>17 Attachment 5: Consortium Plan .....</b>   | <b>54</b> |
| <b>18 Attachment 6: Secondment agreement template .....</b>   | <b>61</b> |

## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

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

### BETWEEN:

**Université de la Nouvelle-Calédonie**, hereinafter referred to as ‘UNC’, a scientific, cultural and professional public Institution, located on 145 Avenue James Cook, 98851 Nouméa Cedex, New Caledonia, represented by Mrs Catherine RIS, its president.

### the Coordinator

**Institut Agronomique néo-Calédonien**, hereinafter referred to as ‘IAC’, research institute, located on BP 73- 98890 Païta, New Caledonia, represented by its President, Mr Charles Washetine, who has delegated signing authority for this consortium agreement to Mr Laurent L’HUILIER, its director general.

**Institut de Recherche pour le Développement**, hereinafter referred to as ‘IRD’, research institute, located Boulevard de Dunkerque 44 CS 90009, Marseille, France, represented by Dr. Valérie Verdier, Chairwoman of the Board and Chief Executive Officer, who has delegated signing authority for this consortium agreement to Mr Ludovic COCOGNE, Head of the International and European affairs Department.

**Ludwig-Maximilians-Universitaet Muenchen**, hereinafter referred to as ‘LMU’, Ludwig-Maximilians-Universität München, located Geschwister Scholl Platz 1, Muenchen, Germany, represented by Dr. Rabea SAMAK, Financial Officer.

**Centre National de la Recherche Scientifique**, hereinafter referred to as ‘CNRS’, public research organisation, located 3 rue Michel-Ange, Paris 16e, France, represented by its President and CEO, Mr Antoine Petit, who has delegated signing authority for this consortium agreement to Mr Jérôme Vitre, the Regional Delegate of CNRS Délégation Occitanie Est – 1919 route de Mende 34293 Montpellier Cedex 5 FRANCE.

**Pacific Community**, hereinafter referred to as ‘SPC’, international organisation, located 95 promenade Roger Laroque, BP D5, 98848 Nouméa, New Caledonia, represented by Mr Cameron DIVER, its deputy director general.

**The University of the South Pacific**, hereinafter referred to as “USP”, located at Laucala Campus, Suva, Fiji Islands, represented by Professor Pal ALHUWALIA, its Vice-Chancellor and President.

**Solomon Islands National University**, hereinafter referred to as "SINU", located at Kukum campus, Honiara, Solomon Islands, represented by Dr Jack MAEBUTA, its acting Vice Chancellor.

**Vanuatu Agricultural Research and Technical Center**, hereinafter referred to as 'VARTC', research organisation, located BP 231, Luganville, Espiritu Santo, Vanuatu, represented by Mr Michel LECHAPT, its CEO.

**Ministry Of Education and Training**, hereinafter referred to as 'MOET', located Leopold Sedar Senghor, Port Vila, Vanuatu, represented by Mr Iati BERGMANS, its director general.

**University of Sydney**, hereinafter referred to as 'USYD', a body corporate under the University of Sydney Act 1989, located Level 3, F23 Administration Building, The University of Sydney, NSW 2006 Australia, represented by Director, Post Award, Mr Mark KAY.

**The University of New South Wales**, hereinafter referred to as 'UNSW', a body corporate established pursuant to the *University of New South Wales Act 1989 (NSW)* of UNSW Sydney NSW 2052, Australia, represented by its Director for Research Grants and Contracts, Mrs Debbie DOCHERTY.

**University of Wollongong**, hereinafter referred to as 'UOW', an Australian public research university located Northfields avenue, Wollongong NSW, 2522, Australia, represented by its Senior Manager Research Grants and Development, Mr Stefan DELFGOU.

**Western Sydney University**, hereinafter referred to as 'WSU', a body corporate constituted under the *Western Sydney University Act 1997 (NSW)*, located Great Western Highway, Werrington NSW, 2747, Australia, represented by Pro Vice-Chancellor, Research, Professor Kevin DUNN.

Being specified that:

- UNC, IAC, IRD, LMU, CNRS and SPC are hereinafter referred to as the "**Beneficiaries**"
- USP, SINU, VARTC, MOET, USYD, UNSW, UOW and WSU are the "**Partner Organisations**"
- The project being suspended due to force majeure (COVID-2019) since 17/11/2020, it has been decided that the consortium will amend the Grant Agreement to resume the project. This amendment will also specify that LMU will host 1 secondment in order to keep its beneficiary status and remain in the FALAH project, but will cede its outgoing secondments to Kula e.V (which will be added as a new beneficiary, and receive the relevant budget allocated to LMU). Should Kula e.V. not be validated by the EU, LMU will only host 1 secondment and return the remaining funding to the E.U. An amendment to this consortium agreement can be made to specify the modalities of these changes, should the parties deem necessary.

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

relating to the action entitled

## **Family farming, lifestyle and health in the Pacific**

in short

### **FALAH**

hereinafter referred to as “Project”

### **WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Funding Authority (hereinafter “Grant Agreement”).

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **1 Section: Definitions**

### **1.1 Definitions**

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

In particular, the following terms are used in the Consortium Agreement.

#### **“Background”**

As defined in article 24.1 of the Grant Agreement, it shall mean any data, know-how or information - whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights - that: (a) is held by the Beneficiaries before they acceded to the Agreement, and (b) is Needed to implement the Action or exploit the Results.

#### **“Fair and reasonable conditions”**

As defined in article 25.3 of the Grant Agreement, it shall mean appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the Exploitation envisaged.

#### **“Results”**

As defined in article 26.1 of the Grant Agreement, it shall mean any (tangible or intangible) output of the action such as data, knowledge or information - whatever its form or nature,

whether it can be protected or not - that is generated in the Action, as well as any rights attached to it, including intellectual property rights.

## **1.2 Additional Definitions**

### **“Consortium Body”:**

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

### **“Consortium Plan”**

Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and may be updated by the General Assembly, which is detailed in this present consortium agreement.

### **“Funding Authority”**

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

### **“Defaulting Party”**

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

### **“Exploitation”**

Exploitation or Exploit means the use of Results for commercial and/or industrial purposes or in public policymaking in the scope of the Project or in further research activities other than those covered by the Project, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities.

### **“Needed”**

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

### **“Partner Organisations”**

Partner Organisations are third parties involved in the action without a (capital or legal) link to a Beneficiary. They may participate in the exchanges by seconding and hosting staff. They cannot claim costs separately (since their costs are covered by the unit costs paid to the beneficiaries). Partner Organisations contribute directly to the implementation of the research,



transfer of knowledge and training activities by hosting, supervising, training and/or seconding staff members but do not sign the Grant Agreement.

### **“Software”**

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

## **2 Section: Purpose**

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

## **3 Section: Entry into force, duration and termination**

### **3.1 Entry into force**

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

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

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

### **3.2 Duration and termination**

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement; being specified that the expected duration of the Project is 48 months.

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

Moreover, if

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

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

### **3.3 Survival of rights and obligations**

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

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

## **4 Section: Responsibilities of Parties**

### **4.1 General principles**

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

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

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

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

### **4.2 Breach**

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

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

### **4.3 Involvement of third parties**

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

### **4.4 Responsibilities of Parties towards seconded staff members**



4.4.1 Where a staff member is seconded to another Party under the Project (“**Hosting Party**”), he/she shall retain the status he/she originally had and his/her employing organisation (“**Sending Party**”) shall retain its initial obligations in respect of such staff member in accordance with the Grant Agreement and the Consortium Agreement. This shall include:

- (i) the obligation to ensure that the rights and obligations of the seconded staff members remain unchanged during the secondment;
- (ii) the obligation to ensure that the seconded staff member is covered - by an adequate medical insurance scheme. To avoid doubt, this may include ensuring that the staff member is covered by his/her own health insurance policy covering the period he/she is living, studying and or travelling in connection with such secondment;
- (iii) ensuring that the staff members are seconded full-time;

4.4.2 Where a staff member is seconded to another Party under the Project, the Hosting Party shall:

- (i) ensure that the seconded staff member enjoys at the place of the implementation at least the same standards and working conditions as those applicable to local persons holding a similar position;
- (ii) communicate to and instruct the seconded staff member in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct;
- (iii) offer appropriate supervision and provide the infrastructure and equipment necessary for the seconded staff member to perform the tasks as outlined in the Project;
- (iv) give access - on a royalty-free basis - to the seconded staff member to Background and Results necessary for his/her research and innovation activities under the Project.
- (v) inform the seconded staff members about the obligation to maintain confidentiality on all information in whatever form or mode of communication, which is disclosed by the Hosting Party to the staff member in connection with the Project during its implementation and which has been explicitly marked as “confidential” (see sec. 10 of this CA);
- (vi) ensure the visibility of EU funding in communications or publications and in applications for the protection of Results.

The Sending Party and the Hosting Party may arrange between themselves the details of the secondment in a separate secondment agreement, which template is found in attachment 6 of this consortium agreement. The terms of the secondment agreement shall be in accordance with the terms and conditions of the Grant Agreement and this Consortium Agreement.

## **5 Section: Liability towards each other**

### **5.1 No warranties**

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

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and

- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

## **5.2 Limitations of contractual liability**

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

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

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

## **5.3 Damage caused to third parties**

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

## **5.4 Force Majeure**

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

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

# **6 Section: Governance structure**

## **6.1 General structure**

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

- a) General Assembly as the ultimate decision-making body of the consortium
- b) Executive Board as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

## 6.2 General operational procedures for all Consortium Bodies

### 6.2.1 Representation in meetings

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

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

and shall participate in a cooperative manner in the meetings.

### 6.2.2 Preparation and organisation of meetings

#### 6.2.2.1 Convening meetings

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

|                  | Ordinary meeting      | Extraordinary meeting   |
|------------------|-----------------------|---|
| General Assembly | At least once a year  | At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly |
| Executive Board  | At least twice a year | At any time upon written request of any Member of the Executive Board                                 |

#### 6.2.2.2 Notice of a meeting

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

|                  | Ordinary meeting | Extraordinary meeting |
|------------------|------------------|-----------------------|
| General Assembly | 45 calendar days | 15 calendar days      |
| Executive Board  | 14 calendar days | 7 calendar days       |

#### 6.2.2.3 Sending the agenda

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

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

#### 6.2.2.4 Adding agenda items:

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

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

|                  |  |
|------------------|--|
| General Assembly | 14 calendar days, 7 calendar days for an extraordinary meeting |
| Executive Board  | 2 calendar days  |

#### **6.2.2.5**

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

#### **6.2.2.6**

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

#### **6.2.2.7**

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

#### **6.2.2.8**

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

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

### **6.2.3 Voting rules and quorum**

#### **6.2.3.1**

Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 30 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

#### **6.2.3.2**

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

#### **6.2.3.3**

A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

#### **6.2.3.4**

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

### **6.2.4 Veto rights**

#### **6.2.4.1**

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a

Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

#### **6.2.4.2**

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

#### **6.2.4.3**

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

#### **6.2.4.4**

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

#### **6.2.4.5**

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

#### **6.2.4.6**

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

#### **6.2.4.7**

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

### **6.2.5 Minutes of meetings**

#### **6.2.5.1**

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

#### **6.2.5.2**

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

#### **6.2.5.3**

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



## **6.3 Specific operational procedures for the Consortium Bodies**

### **6.3.1 General Assembly**

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

#### **6.3.1.1 Members**

##### **6.3.1.1.1**

The General Assembly shall consist of one representative of each Party and 3 representatives for the coordinator (hereinafter General Assembly Member).

For avoidance of doubt and especially for the purposes of determining the voting rights with regard to other Parties:

- for Parties having more than one representative, its representatives shall be jointly considered as a single Member;
- for the CNRS which is acting on behalf of the joint research units CEFE (UMR 5237), IDEES (UMR 6266), CRIOBE (USR 3278) and CERTOP (UMR 5044), each representative of the joint research units shall be jointly considered as a single Member.

##### **6.3.1.1.2**

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement. Where applicable, a Member may be assisted by a specialist of his/her choice provided he/she informs other Members beforehand and that the said specialist if he/she is not employed by a Party signs a non-disclosure agreement that reiterates the non-disclosure obligations in Section 10 hereinafter. The said specialists shall only have a consultative role.

##### **6.3.1.1.3**

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

##### **6.3.1.1.4**

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

#### **6.3.1.2 Decisions**

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan



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

#### Evolution of the consortium

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

#### Appointments

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

- Executive Board Members

### **6.3.2 Executive Board**

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

#### **6.3.2.1 Members**

The Executive Board shall consist of the Coordinator and the Parties appointed by the General Assembly .

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

#### **6.3.2.2 Minutes of meetings**

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

### **6.3.2.3 Tasks**

#### **6.3.2.3.1**

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

#### **6.3.2.3.2**

The Executive Board shall seek a consensus among the Parties.

#### **6.3.2.3.3**

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

#### **6.3.2.3.4**

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

#### **6.3.2.3.5**

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

#### **6.3.2.3.6**

The Executive Board shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

#### **6.3.2.3.7**

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

## **6.4 Coordinator**

### **6.4.1**

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

### **6.4.2**

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available

- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other Party/ies Project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

#### **6.4.3**

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

#### **6.4.4**

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

#### **6.4.5**

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

## **7 Section: Financial provisions**

### **7.1 General Principles**

#### **7.1.1 Distribution of Financial Contribution**

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan in attachment 5
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

#### **7.1.2 Justifying Costs**

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

In particular, when a Partner Organisation receive a part of the funds from the Coordinator, the said Partner Organisation shall send to the concerned Beneficiary all needed documents so that the Beneficiary submits the justification of the corresponding costs to the Funding Authority.

### **7.1.3 Funding Principles**

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

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

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

#### **7.1.4.1**

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay or at the latest within 45 days of the final financial report being submitted to the Coordinator.

#### **7.1.4.2**

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

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

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

## **7.2 Budgeting**

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

## **7.3 Payments**

### **7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.**

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Funding Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

### 7.3.2

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

- Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority in separate instalments as agreed below:

|     |   |
|-----|---|
| 60% | on receipt of Advance Payment   |
| 40% | after receipt without undue delay and in conformity with accepted cost by the Funding Authority and with the provisions of the Grant Agreement. |

The Coordinator is entitled to withhold any payments due to a Party identified by the General Assembly to be in breach of its obligations under this Consortium Agreement or the Grant Agreement subject to a prior written notification to the legal representative of the said Party following a meeting of the General Assembly or to a Beneficiary which has not yet signed this Consortium Agreement.

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

## 8 Section: Results

### 8.1 Ownership of Results

Results are owned by the Party that generates them.

### 8.2 Joint ownership

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

Unless otherwise agreed:

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

Moreover, the concerned Parties:

- shall jointly own the Results in proportion of their intellectual, material, human and financial contributions. Being specified that, for the CNRS acting on behalf of its joint research units, the CNRS and its third parties shall be deemed as being the owners of the Results generated by the said joint research units and shall be responsible of the breakdown of the proportion of the Results' ownership between them, in accordance with the agreements executed between them.
- shall conclude a separate joint ownership agreement on how to exercise such ownership prior to any commercial and/or industrial Exploitation of the Results.

## **8.3 Transfer of Results**

### **8.3.1**

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

### **8.3.2**

It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment 3 to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

### **8.3.3**

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

### **8.3.4**

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

### **8.3.5**

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

## **8.4 Dissemination**

### **8.4.1**

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

### **8.4.2 Dissemination of own Results**

#### **8.4.2.1**

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and



presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

Parties agree to work together on the definition of common principles regarding authorship of publications in the context of the FALAH project.

#### **8.4.2.2**

An objection is justified if

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

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

#### **8.4.2.3**

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

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

### **8.4.3 Dissemination of another Party's unpublished Results or Background**

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

### **8.4.4 Cooperation obligations**

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

### **8.4.5 Use of names, logos or trademarks**

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

## **9 Section: Access Rights**

### **9.1 Background included**

#### **9.1.1**

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

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

#### **9.1.2**

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

### **9.2 General Principles**

#### **9.2.1**

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

#### **9.2.2**

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

#### **9.2.3**

Access Rights shall be free of any administrative transfer costs.

#### **9.2.4**

Access Rights are granted on a non-exclusive basis.

#### **9.2.5**

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

#### **9.2.6**

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

#### **9.2.7**

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

### **9.3 Access Rights for implementation**

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

### **9.4 Access Rights for Exploitation**

#### **9.4.1 Access Rights to Results**

Access rights to Results for teaching activities, for internal research activities and for third-party no-profit research activities shall be granted on a royalty-free basis.

#### **9.4.2**

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

#### **9.4.3**

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

### **9.5 Access Rights for Affiliated Entities**

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4 if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

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

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

## **9.6 Additional Access Rights**

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

## **9.7 Access Rights for Parties entering or leaving the consortium**

### **9.7.1 New Parties entering the consortium**

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

### **9.7.2 Parties leaving the consortium**

#### **9.7.2.1 Access Rights granted to a leaving Party**

##### *9.7.2.1.1 Defaulting Party*

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

##### *9.7.2.1.2 Non-defaulting Party*

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

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

#### **9.7.2.2 Access Rights to be granted by any leaving Party**

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

## **9.8 Specific Provisions for Access Rights to Software**

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

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

## 10 Section: Non-disclosure of information

### 10.1

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

### 10.2

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

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

### 10.3

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

### 10.4

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

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

- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

### 10.5

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

### 10.6

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

### 10.7

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

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

## 11 Section: Miscellaneous

### 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

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

Attachment 4 (Identified Affiliated Entities)

Attachment 5 (Consortium Plan)

Attachment 6 (Secondment agreement template)

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

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

### 11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this



Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

### **11.3 Notices and other communication**

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

Formal notices:

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

In such a case, any formal notices relating to the Consortium Agreement shall be sent to the CNRS to the following address:

Postal address: CNRS Délégation Occitanie Est

Service Partenariat et Valorisation

1919 Route de Mende, 34293 Montpellier, France

Email: dr13.valorisation@cnrs.fr

Other communication:

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

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

### **11.4 Assignment and amendments**

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

### **11.5 Mandatory national law**

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

### **11.6 Language**

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

### **11.7 Applicable law**

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

### **11.8 Settlement of disputes**

The parties shall endeavour to settle their disputes amicably.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably within 60 calendar days of the commencement of the dispute, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

## **12 Section Signatures**

### **AS WITNESS:**

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

**Université de la Nouvelle-Calédonie**

Mrs Catherine RIS

President *La Présidente*

Date:

*Catherine RIS*



*16/12/2021*

**Institut Agronomique néo-Calédonien**

Mr Laurent L'HUILLIER

Director general



Date: 09/02/2022

**Institut de Recherche pour le Développement**

Dr Valérie VERDIER, IRD Chairwoman of the Board and Chief Executive Officer

Delegated, Ludovic COCOGNE,  
Director, International and European Affairs Division

Date: 22/12/2021



**Ludwig-Maximilians-Universitaet Muenchen**

Dr. Rabea SAMAK,

Financial Officer



Date: 09/02/2022

Dr. Rabea Samak  
Financial Officer  
Ludwig-Maximilians-Universität München



**Centre National de la Recherche Scientifique**

Mr Jérôme VITRE

Regional Delegate of CNRS Délégation Occitanie Est

Date: January 26, 2022

Pour le Président-directeur général  
Le Délégué Régional,  
et par délégation,  
l'Adjoint au Délégué Régional

Jocelyne MÉRÉ



**Pacific Community**

Mr Cameron DIVER

Deputy director general



Date: 14/12/2021

**The University of the South Pacific**

Professor Pal AHLUWALIA

Vice-Chancellor and President,

 for

Date:

13 Jan 2022

**Solomon Islands National University**

Dr Jack MAEBUTA,  
acting Vice Chancellor



Date: 12/5/22\*



**Vanuatu Agricultural Research and Technical Center**

Mr. Michel LECHAPT

CEO

A handwritten signature in black ink, appearing to be 'Michel Lechapt', written over a horizontal line.

Date: 9/02/2022

FALAH Consortium Agreement, version 12 (30.11.2021)

**Ministry Of Education and Training**

Mr. Iati BERGMANS

Director general

Date: 14/12/21






FALAH Consortium Agreement, version 12 (30.11.2021)

**University of Sydney**

Mr Mark KAY,

Director, Post Award

DocuSigned by:  
  
C88AD4F3EB9444D...  
Date: 24/1/2022

**The University of New South Wales**

Debbie DOCHERTY

Director Research Grants and Contracts

Debbie  
Docherty

Digitally signed by Debbie  
Docherty  
Date: 2022.04.12  
12:46:39 +10'00'

Date: 12th April 2022

University of New Caledonia / European ~~Commission~~ Marie Curie Research  
and Innovation Staff Exchange (RISE) Shared Grant)

Associate Professor David Simar - APPP - Sch of Medical Sciences


RG192894

Family, Agriculture, Livelihoods and Health in the Pacific (FALAH)

**University of Wollongong**

Stefan DELFGOU

Senior Manager Research Grants and Development



Date: 3 March 2022

**Western Sydney University**

Professor Kevin DUNN

Pro Vice-Chancellor, Research

A handwritten signature in black ink, appearing to be 'K. Dunn', written over a faint horizontal line.

Date: 10 February 2022

## 13 Attachment 1: Background included

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

### PARTY 1 - UNC

As to UNC, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background   | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)            | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)  |
|---|---|---|
| <b>iEngage</b> is a technology-supported educational program focused on physical activity (PA) realized in school environments in the Pacific region. This program is designed to improve adolescents' PA knowledge and skills and to help them to understand their activity tracker data, which provided objective feedback on their PA. | The cost of use is NOT included in the consortium agreement and need to be funded by other sources. | 1: Copyright disclosure & research agreement; MultiParty Licence agreement # CT22459; IP rights Agreement (2018-066) #CT24145. Caillaud C, Yacef K, Galy O, Clerc G. [University of Sydney, University of New Caledonia, BEPATIENT{industry partner}].<br>2: Citation of interest : Galy, O., Yacef, K. et Caillaud, C. (2019). Improving Pacific Adolescents' Physical Activity Toward International Recommendations: Exploratory Study of a Digital Education App Coupled With Activity Trackers. JMIR mHealth and uHealth, 7(12), e14854. [PubMed ; SCIE] and forthcoming articles on this project, please refer to authors. |
| <b>iRecall24Pacific</b> is a digital version of the 24hr dietary recall questionnaire including specific food database from   | The cost of use is included in the consortium agreement, and all the members can use                | UNC and University of Sydney (USYD) should be cited in the exploitation of this tool and/or data. Citation of   |

|   |  |  |
|---|--|--|
| the Pacific region. This digital tool is unique, adapted and dedicated to population from 10 years old and permits to analyse micro and macro nutrients intake with a high precision. | the tool as well as the data for FALAH research purpose. | interest: to be published (to complete before starting FALAH). |
|---|--|--|

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

## PARTY 2 - IAC

As to IAC, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background   | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)  | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)   |
|---|---|--|
| Database on agriculture and tribal agriculture, know-how in rural surveys (from design to implementation, training of surveyors), data management, data analysis and synthesis. | Free access to data on tribal agriculture published in Cahiers Agriculture (Apithy L, Guyard S, <b>Bouard S</b> , Passouant M, Sourisseau J-M, Bélières J-F. 2018. L'informel et le non-marchand dans les systèmes d'activités : enquête représentative sur les ménages kanak en tribus de Nouvelle-Calédonie. <i>Cah. Agric.</i> 27: 25501), for other beneficiaries subject to the agreement of the co-owners and to the general data protection regulations (RGPD) | Access for other beneficiaries under fair and reasonable condition, and subject to the agreement of the co-owners of the data. |
| Know-how in soil analysis and biological indicators (from design to implementation) for soil fertility survey, data and meta data analysis and synthesis.                       | No limitations or conditions.   | No limitations or conditions.  |

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



### PARTY 3 - IRD

As to IRD, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of IRD shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

### PARTY 4 - CNRS

As to the CNRS (acting on behalf of the joint research units: UMR 5175-CEFE, UMR n°6266-IDEES, USR 3278-CRIOBE, UMR 5044-CERTOP), it is agreed between the Parties that, to the best of their knowledge.

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

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

### PARTY 5 - LMU

As to LMU, it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background  | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)   | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)  |
|--|--|---|
| LMU München hereby grants Access Rights to Background generated by the LMU research team and which is needed for the performance of the project" | Access Right to Background is only granted to the extent that it is needed for implementation of the action and to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right | Access Right to Background is only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right |

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

**PARTY 6 - SPC**

As to SPC, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background  | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)  | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)                                 |
|--|---|--|
| Published data available on Pacific data hub website ( <a href="https://pacificdata.org/">https://pacificdata.org/</a> ) and SPC website ( <a href="https://www.spc.int/fr">https://www.spc.int/fr</a> ) | No specific limitations and/or conditions for implementation as long as SPC is mentioned in all communications.                                       | No specific limitations and/or conditions for exploitation as long as the source is cited.                             |
| The Public health Division will provide technical expertise regarding NCDs prevention and risk factors associated to NCDs when required.   | No specific limitations and/or conditions for implementation as long as SPC is mentioned in all communications.                                       | No specific limitations and/or conditions for exploitation as long as SPC is mentioned in communications/publications. |
| Published data in the Pest List database (PLD) for regional Pest & Diseases for crops  | The PLD is restricted to National Plant Protection Office (NPPO) and the Pacific Plant Protection Office (PPPO) Executive Secretary based at SPC-LRD. | Specific access could be granted by permission from the Director of LRD  |
| Other regional research data could be accessible through Pacific Agriculture Information System (PAIS) from SPC-Narere Library   | No specific limitations for accessibility but usual due acknowledgement for citation  | Specific access could be granted permission from Director Information SPC  |

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

**PARTY 7 - USP**

As to USP, it is agreed between the Parties that, to the best of their knowledge (please choose), the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background   | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)                  |
|---|--|---|
| Published data and information, publically available information – know how, including research | No specific limitations and/or conditions for implementation                             | Must obtain approval from appropriate authorities. To access institutional data approval from the Vice- |

|  |  |  |
|--|--|--|
| methods, databases, data and information, toolkits, institutional data   |  | Chancellor & President must be sought.   |
| Information and data on/from research that is yet to be published, or otherwise yet to become publicly available, is to be considered confidential information | Must obtain approval from appropriate authorities – including written consent of the person who has undertaken the research, or who is the originator of any artistic, dramatic or musical works. To access institutional data approval from the Vice-Chancellor & President must be sought. | Information and data on/from research that is yet to be published, or otherwise yet to become publicly available, is to be considered confidential information |

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

## PARTY 8 - SINU

As to SINU, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background   | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)           | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)  |
|---|--|---|
| Information and data published by our team should become publically available. In addition new methods and protocols developed by our team in various research activities under this project will be shared to other members in this project as well. | No limitation or condition required  | Access for information and data be sought from responsible authorities. condition, and subject to the agreement of the co-owners of the data. |
| Information and data from the University not part of this project must never be made available unless through appropriate means   | Any use of such material must be must be done so with prior approval from responsible authorities. | Data and information remain properties of the university  |

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

## PARTY 9 - MOET

As to MOET, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background   | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)  | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)   |
|---|---|--|
| Publish data and information, publically available information information. | Access Right to Background is only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right | Must obtain approval from the office of the Director general of MOET or the Vice Chancellor of the National University of Vanuatu ( NUV) |

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

## PARTY 10 - VARTC

As to VARTC, it is agreed between the Parties that, no data, know-how or information of VARTC shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

## PARTY 11 - USYD

As to USYD, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background   | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)            | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)                           |
|---|---|--|
| <b>iEngage</b> is a technology-supported educational program focused on physical activity (PA) realized in school environments in the Pacific region. This program is designed to improve | The cost of use is NOT included in the consortium agreement and need to be funded by other sources. | 1: Copyright disclosure & research agreement; MultiParty Licence agreement # CT22459; IP rights Agreement (2018- |

|  |  |   |
|--|--|---|
| <p>adolescents' PA knowledge and skills and to help them to understand their activity tracker data, which provided objective feedback on their PA.</p>   |  | <p>066) #CT24145. Caillaud C, Yacef K, Galy O, Clerc G. [University of Sydney, University of New Caledonia, BEPATIENT{industry partner}.</p> <p>2: Citation of interest : Galy, O., Yacef, K. et Caillaud, C. (2019). Improving Pacific Adolescents' Physical Activity Toward International Recommendations: Exploratory Study of a Digital Education App Coupled With Activity Trackers. JMIR mHealth and uHealth, 7(12), e14854. [PubMed ; SCIE] and forthcoming articles on this project, please refer to authors.</p> |
| <p><b>iRecall24Pacific</b> is a digital version of the 24hr dietary recall questionnaire including specific food database from the Pacific region. This digital tool is unique, adapted and dedicated to population from 10 years old and permits to analyse micro and macro nutrients intake with a high precision.</p> | <p>The cost of use is included in the consortium agreement, and all the members can use the tool as well as the data for FALAH research purpose.</p> | <p>University of Sydney (USYD) and UNC should be appropriately cited in the exploitation of this tool and/or data. Citation of interest: to be published (to complete before starting FALAH).</p>   |

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

## PARTY 12 - UNSW

As to UNSW, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of [UNSW] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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



### **PARTY 13 - UOW**

As to UOW, it is agreed between the Parties that, to the best of their knowledge (please choose), no data, know-how or information of UOW shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

### **PARTY 14 - WSU**

As to WSU, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background   | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)           | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)  |
|---|--|---|
| Information and data published by our team should become publically available. In addition new methods and protocols developed by our team in various research activities under this project will be shared to other members in this project as well. | No limitattion or condition required   | Access for information and data be sought from responsible authorities. condition, and subject to the agreement of the co-owners of the data. |
| Information and data from the University not part of this project must never be made available unless through appropriate means   | Any use of such material must be must be done so with prior approval from responsible authorities. | Data and information remain properties of the university  |

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



## 14 Attachment 2: Accession document

ACCESSION

of a new Party to

FALAH Consortium Agreement, version [...]

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

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

**Université de la Nouvelle-Calédonie**

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

**Université de la Nouvelle-Calédonie**

Catherine RIS

President

## **15 Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.**

For the CNRS:

- Université de Montpellier, co-supervision entity of the joint research unit / UMR 5175 (CEFE);
- Université Toulouse II Le Mirail, co-supervision entity of the joint resarch unit / UMR 5044 (CERTOP);
- Université le Havre Normandie, Université Caen Normandie and Université Rouen Normandie, co-supervision entities of the joint research unit / UMR 6266 (IDEES); Université de Perpignan Via Dominitia and Ecole Pratique des Hautes Etudes, co-supervision entity of the joint research unit / USR 3278 (CRIOBE).

For LMU:

- Kula e.V., cultural cooperation company

## **16 Attachment 4: Identified Affiliated Entities according to Section 9.5**

**Kula e.V.**, hereinafter referred to as 'Kula e.V.', cultural cooperation society, located Deikestr, 31 81829 München, represented by Jü en raun, M.A., Director of Kula e.V.

## 17 Attachment 5: Consortium Plan

### A. Governance

#### 1. General Assembly members:

|   | Member:  | Substitute:                                      |
|---|--|--|
| <b>Université de la Nouvelle-Calédonie (UNC) –</b>                | 3 representatives considered as One Member for voting rules<br><br>Jean-Marie FOTSING<br>Olivier GALY<br>Catherine RIS   |  |
| <b>Institut agronomique néo-calédonien (IAC) -</b>                | Séverine BOUARD  |  |
| <b>Institut de Recherche pour le Développement (IRD)</b>          | Catherine SABINOT  |  |
| <b>Centre National de la Recherche Scientifique (CNRS)</b>        | 4 representatives considered as One Member for voting rules<br><br>Sophie CAILLON (CEFE)<br>Arnaud BANOS (IDEES)<br>Joachim CLAUDET (CRIOBE)<br>Christophe SERRA MALLOL (CERTOP) | Jean-Pierre POULLAIN or Laurence TIBERE (CERTOP) |
| <b>Ludwig Maximilian University of Munich (LMU)</b>               | Arno PASCHT  |  |
| <b>Pacific Community (SPC)</b>                                    | Solène BERTRAND-PROTAT   | Fereti ATUMURIAVA                                |
| <b>University of South Pacific (USP)</b>                          | Professor Pal AHLUWALIA  |  |
| <b>Solomon Islands national university (SINU)</b>                 | Dr./Assoc Professor David WELCHMAN GEGEO   |  |
| <b>Ministry of Education and training (MOET)</b>                  | Pierre METSAN  | Anthony HARRY                                    |
| <b>Vanuatu Agricultural Research and Technical Center (VARTC)</b> | Michel LECHAPT   | Floriane LAWAC                                   |
| <b>University of Sydney</b>                                       | Corinne CAILLAUD   |  |
| <b>University of New South Wales</b>                              | A/Prof David SIMAR   | A/Prof Carolyn BRODERICK                         |

|  |                  |                                 |
|--|------------------|---------------------------------|
| <b>University of Wollongong (UoW)</b>  | Charles HAWKSLEY | Pascal PEREZ<br>Aurelie DELISLE |
| <b>Western Sydney University (WSU)</b> | Nichole GEORGEOU |                                 |

## 2. Executive Board members:

FALAH executive board members will be nominated by the General Assembly during its first meeting.

## B. Financial provisions

### a) Reminder of H2020-MSCA-RISE-2019 unit cost:

|                               |  | Amount (EUROS) per PM of secondment |
|-------------------------------|--|-------------------------------------|
| <b>Staff member unit cost</b> | Staff member unit costs                | 2100                                |
| <b>Institutional cost</b>     | Research, training and networking cost | 1800                                |
|                               | Management and indirect cost           | 700                                 |

### b) Proposed revaluation of the Flat rate applied per secondments for H2020-MSCA-2019-FALAH 873185 project (Flat rates in Euros, Secondments in Person-Months)

The Consortium Parties agree that the average flat-rates usually used as EU baseline are underestimated considering the nature of the FALAH project and the actual travel costs in the Pacific Region or between Europe and the Pacific Region.

A revaluation of flat rates is proposed under FALAH, along the suggested typology of secondments (see below).

This suggested revaluation of flat rates for staff unit costs is partly funded on the Institutional costs budget.

| Type of secondment   | Total flat rate | Number of secondments |
|--|-----------------|-----------------------|
| Pacific islands: SINU, USP, MOET, VARTC<br>↕                     | 2400            | 139                   |
| NC : UNC, IRD, IAC   |                 |                       |
| NC: UNC, IAC or<br>Pacific Islands : SINU, USP, MOET, VARTC<br>↓ | 4000            | 80                    |
| Australia : USYD, UNSW, UOW, WSU                                 |                 |                       |
| Europe: IRD, UT2J, CNRS, LMU<br>↕                                | 4000            | 61                    |
| Pacific : SINU, USP, MOET, VARTC                                 |                 |                       |

### c) Pooling of Institutional costs

The Consortium Parties agree on a principle of mutualization of the remaining Institutional costs budget.

Remaining Institutional costs are mutualized to serve two objectives :

- Secure a budget provision supporting the hiring by the coordinator of administrative support to match management and reporting requirements of the EU Research Executive Agency (50.280 euros on the whole duration of the project).

Secure a budget provision for supporting additional research and networking costs, including the financing of workshops and seminars identified as milestones of the FALAH project, and to be held at UNC, at USP, in Vanuatu and in Australia. Ventilation of this provision will be agreed collectively by the general Assembly, during the life of the FALAH project.

TOTAL Pooling of Institutional costs: 363 400 euros = 43 365 249 XPF



| Mutualised expenses category                | Justification:   | Mutualised cost XPF | EUROS  |
|---|--|---------------------|--------|
| Administrative / scientific supports' costs | Administrative support (2 years full time - cat C staff)   | 10 985 861          | 92 061 |
|   | Scientific communication support (2 years part time - cat A staff: junior Master/engineer level)   | 8 100 000           | 67 878 |
| Events related expenses                     | <p><b>Financed by FALAH budget:</b></p> <p><b>1)</b> Kick off and closing ceremony/conference : 1 000 000 XPF per event = 8 379 Euros per event</p> <p><b>2)</b> 8 other events: 600 000 XPF per event = 5 028 Euros per event<br/> <i>To be adjusted depending on fluctuation in currency and unforeseen events / <b>secondments not performed</b></i></p> <p><b>A complement from the event's hosting institutions is expected</b></p> <p><b>3)</b> 3-4 flight tickets for event coordination management</p> | 7 400 000           | 62 012 |
| Coordination mobilities                     | EU mandatory midterm meeting that must take place Europe (proposed location : Montpellier - France)  | 800 000             | 6 704  |
|   | Extra support for non-eligible travels (ex: AUS=>UPS, SINU, VAN) for SSP, including double insularity extra cost when needed.  | 3 500 000           | 29 330 |
| Research internship cost                    | Research internship cost (field work)  | 1 600 000           | 13 408 |

|   |   |                   |                |
|---|---|-------------------|----------------|
| <b>Field work research expenses (WP2: drones and other geography devices - WP3: devices, digital tools costs, digital registration, etc...)</b> | Main tools to support WP2 and WP3 (tools correspond to 'gold standards' adapted to be used in the Pacific region. It allows a data pooling and sharing of information for FALAH members. The tool must evolve to include the Agriculture aspect of the project) | 2 374 600         | 19 899         |
| <b>Field work Goodies - school equipment</b>  |   | 1 000 000         | 8 380          |
| <b>Website cost</b>   |   | 600 000           | 5 028          |
| <b>Research / data platform</b>   |   | 500 000           | 4 190          |
|   |   | <b>36 860 461</b> | <b>308 890</b> |

|  | <b>XPF</b> | <b>EUROS</b> |
|--|------------|--------------|
| 100% available for research and networking costs:  | 43 365 249 | 363 400      |
| TOTAL expenses including coordinator's administrative support                            | 36 860 461 | 308 890      |
| 15% security (fluctuation in currency and unforeseen events / SECONDMENTS NOT PERFORMED) | 6 504 787  | 54 510       |

d) Transfer of Pre- financing payment to eligible Beneficiaries :

Pre-financing budget allocated by the EU to the UNC coordinator is 772.800 euros, outside of the 5% for mandatory guarantee provision.

Transfer of pre-financing payment (60% advance payment) corresponds to the staff member unit costs only. The calibration of the transferred budget is determined according to the volume of secondments on the whole duration of the project for a number of targeted institutions :

| Institution   | Ventilation of TOTAL payment according to volume of secondments for the whole project (EUROS) | Split secondment planned requiring extra flight ticket (EUROS)<br>(Pacific-NC: 900 euros<br>Australia-NC: 900 euros<br>Europe-Pacific: 1800 euros) | Total transfer of pre-financing payment (60%) (EUROS) |
|---|---|--|---|
|   | A   | B  | C = (A+B) x 60%                                       |
| Université de la Nouvelle-Calédonie (UNC)           | 167 200   | 12 600   | 107 880   |
| Institut agronomique néo-calédonien (IAC)           | 36 800  | 7 200  | 26 400  |
| Institut de Recherche pour le Développement (IRD)   | 65 600  | 0  | 39 360  |
| Université de Toulouse Jean-Jaurès (UT2J)           | 116 000   | 7 200  | 73 920  |
| Centre National de la Recherche Scientifique (CNRS) |   |  |   |
| Ludwig Maximilian University of Munich (LMU)        | 72 000  | 0  | 43 200  |

e) Management of funds allocated to Partner Organisations by the Coordinator

The UNC-Coordinator will transfer, prior to the secondment, the corresponding budget to each secondee of the Partner Organisations below, using the flat-rates mentioned in B. b) page 56:

| <b>Institution</b>                     | <b>TOTAL amount allocated to Third Country institutions according to volume of secondments for the whole project (managed directly by the coordinator) (EUROS)</b> | <b>Amount of pre-financing payment dedicated to secondments from Partner Organisation's researchers (managed directly by the coordinator) (EUROS)</b> |
|--|--|---|
| <b>University of the South Pacific</b> | 205 600  | 123 360   |
| <b>SINU</b>                            | 61 600   | 36 960  |
| <b>MOET</b>                            | 144 000  | 86 400  |
| <b>VARTC</b>                           | 28 800   | 17 280  |

In total, allocated pre-financing budget corresponding to staff member unit costs and above-mentioned flat rates is 554.760 euros.

Remaining advance payment budget, corresponding to institutional costs, is 218.040 euros. It is directly managed by the Coordinator, on the basis of allocation decisions taken by the General Assembly, in accordance with objectives and budget limitations agreed under B. c).

#### f) Reporting from Beneficiaries and Partner Organisations

Both Beneficiaries and Partner Organisations agree to provide the UNC-Coordinator with necessary reporting documents on the use of FALAH funding, to support reporting expectations of the EU research executive agency towards the UNC-Coordinator.

Especially, dedicated monitoring will be put in place by the UNC-Coordinator on the use of pre-financing payment.

## 18 Attachment 6: Secondment agreement template

### SECONDMENT AGREEMENT

This **Secondment Agreement** is based upon the **EU Regulation No 1290/2013** of the European Parliament and of the Council of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)”; and the **European Commission Horizon 2020 Grant Agreement n°873185** related to the “**FALAH Project**” **Marie Skłodowska-Curie Actions Research and Innovation Staff Exchange (RISE)**; and the “**FALAH**” **Consortium Agreement**.

BY AND BETWEEN:

**XXX (“xxx”)**, having its registered office located at xxx,

Hereinafter referred to as the “**Hosting Party**”

And

**XXX (“xxx”)**, having its registered office located at xxx

Hereinafter referred to as the “**Employer**” or the “**Sending Party**”

Hereinafter, jointly or individually, referred to as “**Parties**” or “**Party**”

Relating to the Action entitled “**Family farming, lifestyle and health in the Pacific**”, in short “**FALAH**” described in Annex I to the Grant Agreement n°873185, hereinafter referred to as the “**Project**”; which coordinator is the Université de la Nouvelle-Calédonie (“**UNC**” or the “**Coordinator**”).

WHEREAS:

The Parties are signatories of the “**FALAH**” Consortium Agreement.

The Sending Party is the employer of **Mr./Ms. xxx** – hereinafter referred to as “**Secondee**”.

The Hosting Party has committed to participate in the hosting of the Secondee in the frame of the FALAH project.

Therefore, the Parties agree to conclude this secondment agreement, hereinafter referred to as the “**Secondment agreement**” or the “**Agreement**”.

## **NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

### **Section 1: Definitions**

All words with capital letters are defined in the FALAH Grant Agreement or in the FALAH Consortium Agreement, apply to the Secondment agreement, unless otherwise specified hereby.

### **Section 2: Hosting of the Secondee**

#### Article 2.1: Purpose of the hosting

During his work employment period, the Secondee shall be hosted by the Hosting Party for the period defined in Article 2.2, in order to: [research activities to be completed].

#### Article 2.2: Period of the hosting

The Secondee will be hosted in the Hosting Party's premises for a period of xx month/weeks, as from xxx until xxx, in the frame of the Project.

#### Article 2.3: Supervision/Collaborator of the Secondee

During his stay in the Hosting Party's premises, the Secondee shall conduct his research activities in compliance with the work programme as defined in the Project and when applicable, under the close supervision of **OR** in collaboration with Mr./Ms. xxx in the Sending Party premises. The Sending Party should be notified in due course of any change in the identity of the Hosting Party's supervisor **OR** collaborator.

#### Article 2.4: Hosting modalities

The provisions of article 4.4 of the FALAH Consortium Agreement apply to this section.

In addition, within thirty (30) days following the end of the hosting period, a secondment report shall be sent to the Parties. A template of secondment report is attached in Appendix.

### **Section 3: Financial conditions**

It is hereby agreed by the Parties that:

- When a Beneficiary is the Employer of the Seconded, in accordance with the Grant Agreement and the FALAH Consortium Agreement, the budget for the secondment is already included in the funds allocated to the Beneficiary.
- When a Partner Organisation is the Employer of the Seconded, in accordance with the FALAH Consortium Agreement, the Coordinator is responsible for transferring to the Partner Organisation the budget for the secondment.

Therefore, the Partner Organisation is entitled to send the Beneficiary that is hosting the Seconded a copy of all documents needed to the justification of the corresponding costs towards the Funding Authority, within thirty (30) days following the end of the hosting period.

#### **Section 4: Intellectual property rights, Access Rights, Dissemination and Confidentiality**

The provisions of the FALAH Consortium Agreement apply to this section.

#### **Section 5: Terms of the Agreement**

Notwithstanding its date of signature, this Agreement will enter into effect from the arrival of the Seconded in the Hosting Party and will remain effective until the the end of the hosting period as provided in Article 2.2 of this Agreement.

The provisions of section 4 of this Agreement, for the time period mentioned therein, shall survive the expiration or termination of this agreement.

#### **Section 6: Amendments and Termination of the Agreement**

##### **Article 6.1: Amendments**

This Agreement may only be amended by means of an amendment duly signed by all Parties.

##### **Article 6.2: Termination**

This agreement may be terminated by either Party in the event of the other Party's breach of one or several of the obligations set forth in its various clauses.

Termination shall only become effective two (2) weeks subsequent to the sending, by the aggrieved Party, of a registered letter with acknowledgment of receipt setting forth the reasons for the complaint, unless during this period, the defaulting Party were to have



complied with its obligations, or were to present proof of an obstacle representing a case of force majeure.

The exercise of this right of termination does not exempt the defaulting Party to fulfill its obligations until the effective date of termination of the present agreement.

This Agreement will be automatically terminated in the event of termination of the employment contract between the Sending Party and the Seconded. Therefore, the Sending Party, will inform the Hosting Party by registered letter with acknowledgment of receipt without undue delay.

## **Section 7: Applicable law and Jurisdiction**

The provisions of the FALAH Consortium Agreement apply to this section.

## **Section 8: Signatures**

Executed in two (2) original copies,

For the **Sending Party**,

Name:

Title:

Signature:

Date:

For the **Hosting Party**,

Name:

Title:

Signature:

Date:

## **Appendix**

### **Template of secondment report**

#### **Secondment Report**

**“Family farming, lifestyle and health in the Pacific”**

**FALAH Project - ID No. 873185**

**H2020-MSCA-RISE-2019**

Seconded:

Sending Party (Employer):

Hosting Party:

Hosting period:

**1) Objectives of the secondment:**

**2) Main partners involved:**

**3) Activities during the hosting period:**

**4) Results:**