

Consortium Agreement

SATERA

Version [6.0] – [2025-07-02]

Based on DESCA – Model Consortium Agreement for Horizon Europe

AP Version 1 July 2022

S3MCF CA (AdHoc Working Group) – 1.1 May 2023

Table of Contents

1	Definitions	5
2	Purpose	6
3	Entry into force, duration and termination	6
4	Responsibilities of Parties	7
5	Liability towards each other	9
6	Governance structure	10
7	Financial provisions	16
8	Results	19
9	Access Rights	22
10	Non-disclosure of information	25
11	Miscellaneous	27
12	Signatures	29
	Attachment 1: Background which is needed	35
	Attachment 2: Accession document	38
	Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.	39
	Attachment 4: Identified entities under the same control according to Section 9.5	40

Change Records

Version	Date	Changes
1.0	2024-04-18	Initial draft
2.0	2024-05-17	Comments from UPV, UNITOV, UNIV COIMBRA and INPE. Added new subsections 8.4.6 and 9.4.4 with additional obligations regarding dissemination and exploitation, in conformity with the Call Conditions
3.0	2024-06-08	Comments from UPV, ENAIRE, UNIV COIMBRA and UNITOV
4.0	2024-12-16	Final draft, removing INPE from the list of signatories on the basis of a planned amendment of the GA
4.1	2025-02-14	Final draft, removing INPE from the list of signatories on the basis of a planned amendment of the GA, with a change in title of section 9.4.4 proposed by Collins
5.0	2025-05-30	Final draft, adding INPE to the list of signatories.
5.1	2025-06-30	Final draft, adding minor changes requested by ENAIRE and COIMBRA.
6.0	2025-07-02	Final document for INPE consolidation (i.e., definition of INPE's background in Attachment 1), review and approval

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model

Grant Agreement and its Annexes, and is made on the date set out in the Data Sheet (see Point 1) of the GA for the Project SATERA, hereinafter referred to as the Effective Date

BETWEEN:

1. **UNIVERSITAT POLITECNICA DE VALENCIA (UPV)**, PIC 999864846, established in CAMINO DE VERA SN EDIFICIO 3A, VALENCIA 46022, Spain, the Coordinator
2. **ENAIRE (ENAIRE)**, PIC 997701843, established in CAMPEZO 1, KUDOS INNOVATION CAMPUS LAS MERCEDES, MADRID 28022, Spain,
3. **COLLINS AEROSPACE IRELAND, LIMITED (COLLINS)**, PIC 971136162, established in PENROSE QUAY PENROSE WHARF PENROSE BUSINESS CENTRE FOURTH FLOOR, CORK T23 XN53, Ireland,
4. **UNIVERSITA DEGLI STUDI DI ROMA TOR VERGATA (UNITOV)**, PIC 999844864, established in VIA CRACOVIA 50, ROMA 00133, Italy,
5. **UNIVERSIDADE DE COIMBRA (UNIV COIMBRA)**, PIC 997826391, established in PAÇO DAS ESCOLAS, COIMBRA 3004-531, Portugal,

hereinafter, jointly or individually, referred to as "Beneficiaries" or "Beneficiary"

6. **INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS (INPE)**, PIC 998693086, established in Avenida dos Astronautas 1758, SAO JOSE DOS CAMPOS 12227-010, Brazil, hereinafter, referred to as "Associated Partner"

Hereinafter, Beneficiaries and Associated Partner, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

SPACE-BASED COMPOSITE ADS-B AND MULTILATERARION SYSTEM VALIDATION THROUGH SCALABLE SIMULATIONS

in short

SATERA

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

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 Beneficiaries and the Granting Authority (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement, review by the S3 Members and key SESAR 3 stakeholders through the SESAR 3 Members

Coordination Forum (S3MCF) Consortium Agreement Ad Hoc Task Force who supported this version V1.0.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Associated Partner”

Entities which participate in the action listed in Article 9.1 of the Grant Agreement, but without the right to charge costs or claim contributions.

“Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Project Management Board.

“Granting Authority”

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

“Defaulting Party”

Defaulting Party means a Party which the Project Management Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.

“Needed”

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.

“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 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 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.

An entity becomes a new 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 all Parties under the Grant Agreement and/or under this Consortium Agreement.

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

If

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

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

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

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 under this Consortium Agreement of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Project Management Board and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General principles

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

Each Party undertakes to notify promptly the Project Management Board and the other Parties, in accordance with the governance structure of the Project, of 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 and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal. Associated Partners without access to the EU Funding & Tenders Portal will maintain a direct relationship with the Project Management Board to report on the progress achieved and on any deviation of the accepted Grant and the resulting changes to the Grant.

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

The Parties shall not act in a manner contrary to the purpose of this Consortium Agreement or in a way that could prevent other Parties from implementing the subject of this Consortium Agreement, in whole or in part, or in a manner which could be detrimental to the legitimate interests of other Parties.

4.2 Specific responsibilities for Associated Partner

For the avoidance of doubt, the Associated Partner does not sign the Grant Agreement and do(es) not receive funding from the Granting Authority and therefore does not have a right to charge costs or claim contributions from the Granting Authority. Associated Partners must ensure its/their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partners. The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partner(s).

The Associated Partner hereby commits to implement the Project tasks attributed to it in Annex 1 of the Grant Agreement.

In addition, the Associated Partner hereby commits especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partner supports the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commits to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partner hereby explicitly agree to cooperate with and grant access to the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner in accordance with Article 25 of the Grant Agreement.

Any Associated Partner from a non-EU country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

An Associated Partner is liable towards the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end, within the limits set out in section 5.3.

Should the Associated Partner be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

4.3 Breach

In the event that the Project Management Board 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 Project Management Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the breaching Party.

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

4.4 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties 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.

4.5 Specific responsibilities regarding personal data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (including *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data*, and repealing *Directive 95/46/EC (General Data Protection Regulation)* and relevant data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

5 Liability towards each other

5.1 Liability

Each Party undertakes to perform its share of the Project at its own risk and under its sole liability. In particular, each Party shall be responsible to comply individually with the terms and conditions of this Consortium Agreement and with the Grant Agreement.

5.2 Warranties

In respect of any information or materials 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.

Each Party warrants that to the best of its knowledge, the intellectual property rights it provides as Background and Results do not infringe any rights of third parties at the date the Party grants such Access rights.

Each Party undertakes not to knowingly use any proprietary rights of a third party for which such Party has not acquired the corresponding right of use and/or right to grant licenses to the other Parties.

Each receiving Party undertakes not to use any proprietary rights of a Party for which he has not acquired the corresponding right of use as provided in the Section 9 of this Consortium Agreement.

5.3 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.

A Party's general 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 and in case of Associated Partners to once the amount of its total budget as identified in the Grant Agreement Part B Section 3.2.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence, or breach of confidentiality, breach of intellectual property rights, or breach of export control obligations, or to the extent that such limitation is not permitted by law.

5.4 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 and shall indemnify and hold harmless the other Parties against any relevant claim raised by any third party.

5.5 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 Project Management Board of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Project Management Board.

5.6 Export control

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 due to a restriction resulting from any applicable import or export laws and regulations, including but not limited to EU and USA export laws and regulations, and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the Project Management Board of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Project Management Board.

6 Governance structure

6.1 General structure

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

The **Project Management Board** is the decision-making body of the consortium.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Granting 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 Members

The Project Management Board shall consist of one representative of each Party, irrespective of the Status of Beneficiary or Associated Partner (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The Coordinator shall chair all meetings of the Project Management Board, unless decided otherwise by the Project Management Board.

The Parties agree to abide by all decisions of the Project Management Board.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

The Associated Partner is excluded from voting on and vetoing the following decisions of the Project Management Board (6.3.7) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement
- Decisions related to the allocation of intellectual property rights related to the results of the project, whenever such decisions are not affecting intellectual property rights of the Associated Partner.

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.3.4.2).

6.3 Operational procedures for the Project Management Board:

6.3.1 Representation in meetings

Any 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.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the Project Management Board at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 30 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items:

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

6.3.2.5

During a meeting of the Project Management Board the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6

Meetings of the Project Management Board may also be held by tele- or videoconference or other telecommunication means.

6.3.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if:

- a) the Coordinator circulates to all Members of the Project Management Board a suggested decision with a deadline for responses (if Silent procedure apply, it has to be clearly indicated in the written circulation (email)) of at least 15 calendar days after receipt by a Party; and
- b) the decision is agreed by at least 51 % of all Parties.

The Coordinator shall inform all the Members of the outcome of the vote.

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

Decisions on the EU Contribution will only be debated amongst the Beneficiaries, taking into account possible side-effects affecting all parties.

6.3.4 Voting rules and quorum

6.3.4.1

The Project Management Board shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Project Management Board shall convene another ordinary meeting within 15 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.

6.3.4.2

Each Member present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the Project Management Board according to Section 6.2.

A Party which the Project Management Board has declared according to Section 4.3 to be a Defaulting Party may not vote.

6.3.4.3

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

6.3.5 Veto rights

6.3.5.1

A Party 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 the Project Management Board may exercise a veto with respect to the corresponding decision or relevant part of the decision, if at least 1/3 of all Parties agree with such assessment by relevant Party.

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

6.3.5.2

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

6.3.5.3

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

6.3.5.4

In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

6.3.5.5

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.

6.3.5.6

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

6.3.6 Minutes of meetings

6.3.6.1

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

6.3.6.2

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

6.3.6.3

The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall retain copies of them.

6.3.7 Decisions of the Project Management Board

The Project Management Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Project Management Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Breach, defaulting party status and litigation

- 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
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 4.2, Section 7.1.4 & Section 7.1.6)

Appointments

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

- External Expert Advisory Board members

In the case of abolished tasks as a result of a decision of the Project Management Board, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Granting 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 under this Consortium Agreement and the Grant Agreement (either directly signed or referred to as Annex to the present Consortium Agreement).
- 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 certification, for the Members concerned) and specific requested documents to the Granting Authority, for the Members concerned.
- preparing the meetings, proposing decisions and preparing the agenda of Project Management Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings.
- transmitting promptly documents and information connected with the Project to any other Party concerned.
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2, for the Members concerned.
- 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.
- providing a copy of the Grant Agreement and its Annexes to the Associated Partner.

- Providing systematically all changes affecting the content of the Grant to those Members without direct access to ECAS/SYGMA platform.

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

6.4.3

If the Coordinator fails in its coordination tasks, the Project Management Board may propose to the Granting 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.

6.5 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) will be appointed and steered by the Project Management Board. The EEAB shall assist and facilitate the decisions made by the Project Management Board.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EEAB member.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

The Coordinator shall write the minutes of the EEAB meetings and submit them to the Project Management Board. The EEAB members shall be allowed to participate in Project Management Board meetings upon invitation but have not any voting rights.

7 Financial provisions

Section 7 of this Consortium Agreement does not apply to Associated Partners.

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan

- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

A Beneficiary 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 (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting 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 Granting Authority.

7.1.3 Funding Principles

A Beneficiary 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 units/actual duly justified eligible costs only.

A Beneficiary 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.

Such a Party may receive an additional EU contribution if at the end of the Project the total consolidated claimed eligible costs allow a reallocation of the EU contribution within the Consortium. On the basis of a decision by the Project Management Board, this amount will be distributed proportionally to the percentage of the Party's exceeding share on the total overspent EU Contribution.

7.1.4 Excess payments

A Beneficiary has received excess payment

OR

A Beneficiary is deemed to have received excess payment in any of the following conditions:

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Beneficiary has received payments but, within the last year of the Project (e.g. following high Pre-financing), its real Project costs fall significantly (more than 15%) behind the costs it would be entitled to according to the Consortium Plan.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 60 calendar days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.

Following proposal of the Coordinator, the Project Management Board decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.7 and on the way the amount not refunded by the breaching Beneficiary and not due to the Granting Authority shall be shared amongst the remaining Beneficiaries receiving funds until recovery from the breaching Beneficiary.

It is expressly agreed and understood that in no case the Coordinator has the obligation to advance from its own resources any payment to Parties, especially the amounts to be returned to the Coordinator by another Party due to excess payments in conformity with both the GA and this CA.

7.1.5 Revenue

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

7.1.6 Financial Consequences of the termination of the participation of a Beneficiary

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted or pending acceptance by the Granting Authority or another contributor.

In addition, a leaving Party declared to be a Defaulting Party shall, within the limits specified in Section 5.3 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The Project Management Board should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism in the sense of the Grant Agreement.

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

notify the Beneficiary 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 Granting 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 Article 22 of the Grant Agreement, no Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

7.2.2

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Beneficiaries will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule: funding of costs included in the Consortium Plan will be paid by the

Coordinator to the Beneficiaries after receipt of payments from the Granting Authority and/or from the Party who has to return to the Coordinator any excess payment if any without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the Project Management Board to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Beneficiary declared as a Defaulting Party except the costs already claimed by the Defaulting Party and accepted or pending acceptance by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

8 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 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Parties working together to generate results in a Project shall continually monitor if their cooperation on implementation tasks might lead to the generating of jointly owned IPR, and where they believe this might occur, neither Party shall continue with implementing its tasks before having reviewed the rules on joint ownership and agreed on a way forward. Preference shall be given to a technical solution where implementing the tasks does not lead to joint ownership.

Where the contribution of each joint owner in generating the results cannot be determined or approximated, they shall own equal shares in the results, and unless otherwise agreed between the concerned joint owners in writing:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- 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 at least 45 calendar days advance notice and fair and reasonable compensation was agreed between them.

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

Where the contribution of each joint owner can be established or approximated, the rules in this Section 8.2 shall also apply unless the joint owners agree differently in writing, with each Party owning a share equivalent to its contribution.

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

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 under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the Project Management Board.

8.3.4

The Parties recognise 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 at least 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, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own (including jointly owned) 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 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, 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 by written notice 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.

8.4.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

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.

8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

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 defense 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.

8.4.6 Additional dissemination obligations (applicable if obligations included in Annex 5 of the Grant Agreement)

Notwithstanding the rest of provisions of this section 8.4, and in conformity with the specific rules set out in Annex 5 of the GA, the Parties expressly acknowledge and commit to comply with the following additional dissemination obligation imposed by the Call Conditions (see URL

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/topic-details/horizon-sesar-2023-des-er2-wa2-1> for reference):

- to make proactive efforts to share, on a royalty-free basis, in a timely manner and as appropriate, all relevant results with the other grants awarded under the same call.

9 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 additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the Project Management Board 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 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 by a Party for implementing its own tasks 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 if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions, unless otherwise foreseen by the applicable Grant Agreement, for example in relation to standardisation.

Access rights to Results for internal non-commercial research and for teaching activities shall be granted on a royalty-free basis.

9.4.2 Access Rights to Background

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

9.4.3 Term for Access Rights requests

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

9.4.4 Additional exploitation obligations (applicable if obligations included in Annex 5 of the Grant Agreement)

Notwithstanding the rest of provisions of this section 9.4, and in conformity with the specific rules set out in Annex 5 of the GA, the Parties expressly acknowledge and commit to comply with the following additional exploitation obligations imposed by the Call Conditions (see URL <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/topic-details/horizon-sesar-2023-des-er2-wa2-1> for reference):

- to make available for reuse under fair, reasonable and non-discriminatory conditions all relevant results generated, through a well-defined mechanism using a trusted repository;
- if the purpose of the specific identified measures to exploit the results of the action is related to standardisation, to grant a non-exclusive licence to the results royalty-free;

- if working on linked actions, to ensure mutual access to the background to and to the results of ongoing and closed linked actions, should this be necessary to implement tasks under the linked actions or to exploit results generated by the linked actions as defined in the conditions laid down in this biannual work programme and in the call for proposals;

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control", if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control 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 entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control as a Party which obtain Access Rights must under the responsibility of the Party be subjected to all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control 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 Project Management Board 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 to 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, and further exclude any Software tools, toolchains or development environments, even if needed, unless these have been listed as Background.

10 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 Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 7 years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner about the date of the final payment):

- 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;
- 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 complies with the confidentiality obligations herein contained with respect to such copy; and
- without explicit written consent from the Disclosing Party, not to use or disclose Confidential Information, in whole or in part, to: A) manufacture itself or to enable the manufacture by any third party of the Disclosing Party's products, products similar thereto, or products derived therefrom; B) decompile, disassemble, decode, reproduce, redesign, reverse engineer any products or equipment of the Disclosing Party or any part thereof; C) perform any services, including services relating to the products or equipment of the Disclosing Party; or D) deliver under a contract or make subject to a "rights in data" clause or equivalent clause.

10.3

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its 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.

The Recipient will be allowed to disclose the Confidential Information of the Disclosing Party to any of its own subcontractors provided that such subcontractors:

- i) have a need-to-know of a particular Confidential Information to perform their activities under the Project, and
- ii) are bound by similar obligations of confidentiality no less onerous than those contained herein.

10.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice 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 Recipient 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 or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, 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 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 entities under the same control).

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 Formal and written notices

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

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.3, 9.7.2.1., 8.4, 10.2, 10.6 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 with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

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 6.3.7 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 territorial conflict of law provisions.

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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

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

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

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

12 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.

Done in six (6) originals in English.

UNIVERSITAT POLITECNICA DE VALENCIA

Signature:

Name: Maria Belén PICÓ-SIRVENT

Title: Vice-rector for research

By Delegation of the Governing Council dated 27/04/2023 (Resolution published on the Official Journal of the Community of Valencia dated 05/05/2023)



Date **05 SEP. 2025**

ENAIRE

Signature:



Name:

Enrique Maurer Somolinos

Title:

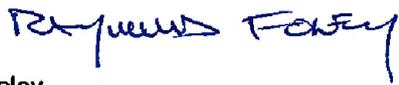
Director General

Date:

03/10/2025



COLLINS AEROSPACE IRELAND, LIMITED (COLLINS)

Signature: 

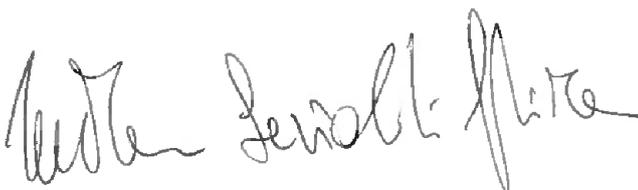
Name: Ray Foley

Title: Director

Date: 15 / 10 / 25

UNIVERSITA DI ROMA TOR VERGATA

Signature:



Name(s): Nathan Levialdi Ghiron

Title(s): Rector

Date: 5/11/25



UNIVERSIDADE DE COIMBRA

Signature:

Name: João Ramalho de Sousa Santos

Title(s): Vice-Rector

Date: 9/4/2025



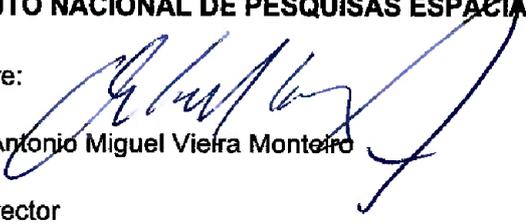
INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS

Signature:

Name: Antonio Miguel Vieira Monteiro

Title: Director

Date:

A handwritten signature in blue ink, appearing to read 'Antonio Miguel Vieira Monteiro', is written over the printed name and extends slightly above the 'Signature:' label.

Attachment 1: Background which is needed

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”, is held by a beneficiary and might include items subject to the rights of a third party (such as a commercial development environment or a patented codec). Since, Access Rights have to be granted in principle, the Parties must inform each other by identifying and agreeing amongst them on the Background which is needed for the Project. This is the purpose of this attachment.

UNIVERSITAT POLITECNICA DE VALENCIA

As to UNIVERSITAT POLITECNICA DE VALENCIA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITAT POLITECNICA DE VALENCIA, or held by that party and being subject to the rights of a third party, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

ENAIRE

As to ENAIRE, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of ENAIRE, or held by that party and being subject to the rights of a third party, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

COLLINS AEROSPACE IRELAND, LIMITED

As to COLLINS AEROSPACE IRELAND, LIMITED, 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 , and identify where an item is subject to the rights of a third party (e.g. a commercial development environment, or a special	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights

software tool).	<p>and results for implementing the Action”).</p> <p>Where the Background is subject to the rights of a third party, also indicate if a licence or device from that third party must be procured by the Party seeking access on its own cost.</p>	<p>for exploiting the results”).</p> <p>Where the Background is subject to the rights of a third party, also indicate if a licence or device from that third party must be procured by the Party seeking access on its own cost.</p>
Historical dataset of FlightAware ADS-B Data position.	<p>The mentioned Background will be used by Collins Aerospace Ireland Limited only, for the purposes of the Project.</p> <p>This Background will NOT be shared with other partners; however, it will be used for validation of the simulator developed by UPV who are responsible for the validation of the use case.</p>	Exploitation not allowed.

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

UNIVERSITA DEGLI STUDI DI ROMA TOR VERGATA

As to UNIVERSITA DEGLI STUDI DI ROMA TOR VERGATA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITA DEGLI STUDI DI ROMA TOR VERGATA, or held by that party and being subject to the rights of a third party, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

UNIVERSIDADE DE COIMBRA

As to UNIVERSIDADE DE COIMBRA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSIDADE DE COIMBRA, or held by that party and being subject to the rights of a third party, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and

background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

INSTITUO NACIONAL DE PESQUISAS ESPACIAIS

As to INSTITUO NACIONAL DE PESQUISAS ESPACIAIS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS, or held by that party and being subject to the rights of a third party, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.

Attachment 4: Identified entities under the same control according to Section 9.5