Horizon 2020 Programme

CONSORTIUM AGREEMENT

Grant Agreement number 642889

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based on 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 "the Rules"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 1 April 2015, hereinafter referred to as the Effective Date.

BETWEEN:

1) **The European Organization for Nuclear Research (CERN)**, an Intergovernmental Organization having its seat in Geneva, Switzerland, duly represented by its Director-General Prof. Rolf Heuer, the Coordinator,

2) **The University of Manchester (UNIVERSITY OF MANCHESTER)**, having its seat in Manchester, United Kingdom, duly represented by TBD,

3) **Johannes Gutenberg Universität (JOHANNES GUTENBERG UNIVERSITAET)**, having its seat in Mainz, Germany, duly represented by its President Prof. Georg Krausch, or his authorised representative,

4) **Advanced Accelerator Applications (ADVANCED ACCELERATOR APPLICATIONS)**, having its seat in St. Genis-Pouilly, France, duly represented by its Deputy General Director Gérard Ber,

5) **Instituto Superior Técnico (IST)**, having its seat in Lisbon, Portugal, duly represented by its President, Professor Arlindo Oliveira,

6) **Fondazione Centro Nazionale di Adroterapia Oncologica – Fondazione CNAO (CNAO)**, having its seat in Pavia, Italy, duly represented by its President, Erminio Borloni,

7) **Katholieke Universiteit Leuven (KU Leuven)**, having its seat in Leuven, Belgium, for the purposes of this agreement represented by KU Leuven Research & Development, duly represented by Paul Van Dun, General Manager, and Dr Elke Lammertyn, Head of European Projects,

8) **Lemer Pax (LEMER PAX)**, having its seat in Carquefou, France, duly represented by its CEO Pierre-Marie Lemer,

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

and the following Partner Organisations:

1) **Lausanne University Hospital (CHUV)**, having its seat in Lausanne, Switzerland, duly represented by its General-Director Prof. Pierre-François Leyvraz,

2) **University of Geneva (UNIGE)**, having its seat in Geneva, Switzerland, duly represented by Professor Leo Bühler,

3) Ecole Polytechnique Fédérale de Lausanne **Swiss Federal Institute of Technology (EPFL-ISREC)**, having its seat in Lausanne, Switzerland, duly represented by Andreas Mortensen, Vice-Provost for Research and Tenure Track Assistant Professor Elena Dubikovskaya,

4) **Medaustron GmbH (Medaustron)**, having its seat in Wiener Neustadt, Austria, duly represented by its Managing Director, Alfred Zens, by its Head of Therapy Accelerator, Dr. Peter Urschuetz and by its Group Leader Physics, Dr. Liviu Penescu.

5) **Isis Innovation Limited (Oxford University Consulting)**, having its seat in Buxton Court, 3 West Way, Botley, Oxford OX2 0SZ, United Kingdom, duly represented by its Managing Director Linda Naylor,

6) **ARRONAX GIP (ARRONAX)**, having its seat in 1 rue Aronnax CS 10112 – 44817 SAINT HERBLAIN cedex, France, duly represented by its Director Prof. Férid Haddad,

7) **Institut Max von Laue Langevin (ILL)**, having its seat in Grenoble, France, duly represented by its Director, Prof. William G. Stirling and by its Head of Administration, Manuel Rodriguez Castellano,

hereafter the Beneficiaries and Partner Organisations individually and collectively referred to as the "Participant" or the "Participants" respectively, including the "Coordinator",

relating to the Action entitled:

"MEDICIS-produced radioisotope beams for medicine (MEDICIS-PROMED)"

hereinafter referred to as the "Project",

WHEREAS:

The Participants, 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 Participants 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 EC (hereinafter "Grant Agreement"),

The Participants are aware that this Consortium Agreement is based upon the DESCA model consortium agreement,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Beneficiary" means a signatory to the Grant Agreement.

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

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

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

"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 Participant would be 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" means a Participant that is not a Beneficiary but contributes to the Project with activities set out in Annex 1 of the Grant Agreement. The provisions of the Grant Agreement and of this Consortium Agreement shall apply *mutatis mutandis* and as appropriate to Partner Organisations.

"Software"

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

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Participant 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 Participant to this Consortium Agreement upon signature of the accession document (Attachment 2) by the new Participant 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 Participants under the Grant Agreement and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Participants to it may be terminated in accordance with the terms of this Consortium Agreement.

If the Grant Agreement is terminated, or if a Beneficiary's participation in the Grant Agreement is terminated, this Consortium Agreement shall automatically terminate in respect of the affected Beneficiary/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 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 Participant leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Supervisory Board and the leaving Participant. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Participants

4.1 General principles

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

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

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Participant 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 Participant appointed by the Supervisory Board, will give formal notice to such Participant requiring that such breach will be remedied within 30 calendar days.

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

4.3 Involvement of third Participants

A Participant that enters into a subcontract or otherwise involves third Participants (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 Participant's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third Participants does not affect the rights and obligations of the other Participants under this Consortium Agreement and the Grant Agreement.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Participant 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 Participants.

Therefore,

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

5.2 Limitations of contractual liability

No Participant shall be responsible to any other Participant 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.

Notwithstanding the foregoing paragraph, each Participant's aggregate liability towards the other Participants collectively shall be limited to EUR 50,000 (fifty thousand Euros), except for personal injury or death and liability from gross negligence or wilful misconduct.

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

5.3 Damage caused to third parties

Each Participant shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Participant'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 Participant shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under this Consortium Agreement by Force Majeure.

Each Participant 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.

Section 6: Governance structure

6.1 General structure

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

Supervisory Board as the ultimate decision-making body of the consortium

Management Committee as the supervisory body for the execution of the Project which shall report to and be accountable to the Supervisory Board

Training Office as the body which shall organise the courses and network-wide training events, and administer the ECTS training credits for the recruited ESRs

Ethics Board as the body which shall organise an independent and external monitoring of activities with potential ethical concerns

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

6.2 General operational procedures for the Supervisory Board and the Management Committee (Consortium Bodies)

6.2.1 Representation in meetings

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

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

	Ordinary meeting	Extraordinary meeting
Supervisory Board	At least once a year	At any time upon written request of the Management Committee or 1/3 of the Members of the Supervisory Board
Management Committee	At least twice a year	At any time upon written request of any Member of the Management Committee

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

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
Supervisory Board	30 calendar days	15 calendar days
Management Committee	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.

Supervisory Board	14 calendar days, 10 calendar days for an extraordinary meeting
Management Committee	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.

Supervisory Board	14 calendar days, 7 calendar days for an extraordinary meeting
Management Committee	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 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.

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

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

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). As regards decisions related to the Consortium Plan, two-thirds (2/3) of the Beneficiaries shall be present or represented.

If the quorum is not reached, the chairperson of the Consortium Body 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 are present or represented.

6.2.3.2 As regards decisions related to the Consortium Plan, each Beneficiary of the Supervisory Board present or represented in the meeting shall have one vote. As regards all other decisions, each Member of any Consortium Body shall have one vote.

6.2.3.3 Defaulting Participants may not vote.

6.2.3.4 Subject to Sections 6.2.3.1 and 6.2.3.2, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4 Minutes of meetings

6.2.4.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 30 calendar days of the meeting.

6.2.4.2 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.

6.2.4.3 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 Participants.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Supervisory Board

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 Supervisory Board shall consist of one representative of each Participant and, in an advisory role only and without the right to vote, of one ESR (hereinafter all "Supervisory Board Member").

6.3.1.1.2 Subject to Sections 6.2.3.1, 6.2.3.2 and 6.3.1.1.1 each Supervisory Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

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

6.3.1.1.4 The Participants agree to abide by all decisions of the Supervisory Board.
This does not prevent the Participants to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 12.8.

6.3.1.2 Decisions

The Supervisory Board 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 Management Committee shall also be considered and decided upon by the Supervisory Board.

The following decisions shall be taken by the Supervisory Board:

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
- Allocation of the "common pot", as established in Section 7.2.2, between the different Participants
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Participants for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Participant to the consortium and approval of the settlement on the conditions of the accession of such a new Participant
- Withdrawal of a Participant from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Participant of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Participant to be a Defaulting Participant
- Remedies to be performed by a Defaulting Participant
- Termination of a Defaulting Participant'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 this Consortium Agreement,

subject to such proposals and changes being within the limit of each Participant's allocated share and/or activities as described in the Consortium Plan. Proposals and changes beyond a Participant's allocated share and/or activities requires the explicit approval of the Participant concerned.

Appointments

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

6.3.1.3 Veto rights

6.3.1.3.1 A Participant 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 Supervisory Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.1.3.2 When the decision is foreseen on the original agenda, the Member representing the Participant concerned in the Supervisory Board, may veto such a decision during the meeting only.

6.3.1.3.3 When a decision has been taken on a new item added to the agenda before or during the meeting, the Member representing the Participant concerned at the Supervisory Board, may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

6.3.1.3.4 In case of exercise of veto, the Members of the Supervisory Board shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.3.1.3.5 A Participant may not veto decisions relating to its identification as a Defaulting Participant. The Defaulting Participant may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

6.3.2 Management Committee

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

6.3.2.1 Members

The Management Committee shall consist of the Coordinator and the Participants appointed by the Supervisory Board (hereinafter Management Committee Members).

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

6.3.2.2 Minutes of meetings

Minutes of Management Committee meetings, once accepted, shall be sent by the Coordinator to the Supervisory Board Members for information.

6.3.2.3 Tasks

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

6.3.2.3.2 It shall seek a consensus among the Participants.

6.3.2.3.3 The Management Committee shall be responsible for the proper execution and implementation of the decisions of the Supervisory Board.

6.3.2.3.4 The Management Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Management Committee 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 Supervisory Board.

6.3.2.3.6 The Management Committee shall:

- agree on the Members of the Management Support Team, upon a proposal by the Coordinator
- 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 Supervisory Board, the Management Committee shall advise the Supervisory Board on ways to rearrange tasks and/or budgets of the Participants 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 Participants 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 Participants 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 Participants concerned

- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Participants with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Participants to present claims
- arranging any necessary amendments to the Grant Agreement, as proposed by the Supervisory Board, with the Funding Agency.

If one or more of the Participants is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other Participants' 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 Supervisory Board 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 Participant 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.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Availability of Funds

Notwithstanding paragraph 7.1.2 below and the Consortium Plan, each Participant shall ensure that it has at all times the necessary funds available to fulfil its obligations under the Grant Agreement and this Consortium Agreement.

7.1.2 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

- the approval of reports by the Funding Authority, and

- the provisions of payment in Section 7.3.

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

7.1.3 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.

7.1.4 Funding Principles

A Beneficiary which 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 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.

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

A Participant 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 Participant shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Participants in order to perform its and their tasks.

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive tasks 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 Community financial contribution to the Project separated from its normal business accounts.

7.2.2 The payment schedule, which contains the transfer of pre-financing, interim payment(s), final payment and reimbursement of the guarantee fund to Beneficiaries, will be handled according to the following:

Funding of costs included in the Consortium Plan will be paid to Beneficiaries after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement.

The pre-financing payment will be transferred to each Beneficiary after its signature of this Consortium Agreement.

With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Beneficiary shall receive before the end of the Project 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.

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

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

The Consortium agrees to distribute the budget as follows:

Each Beneficiary will receive the following amounts per month per recruited ESR:
- Living allowance (3110€ x country correction coefficient)
- Mobility allowance (600€)
- Family allowance for eligible ESRs (500€)

For research, training and networking costs, the total amount is 1800€ /ESR month. Out of this amount:
- Each Beneficiary will receive1500€ for Project activities.
- The remaining 300€ will be held in a central "common pot" to cover the costs of Beneficiaries and Partner Organisations, excluding those from Switzerland, for organising workshops, conferences, training events and annual meetings. According to the decisions by the Supervisory Board, the Coordinator will manage the common pot and will reimburse out of this common pot the actual expenses incurred by the Beneficiaries and Partner Organisations in accordance with Annex I of the Grant Agreement. The payments from the common pot will be included in the distribution of the interim and final payments. During the Project, the Coordinator will report to the Supervisory Board on the use of the common pot. At the end of the Project, any unused funds from the common pot will be returned to the Beneficiaries as part of their research, training and networking budget.

For Management and indirect costs, the total amount is 1200€ /ESR month. Out of this amount:
- Each Beneficiary will receive 720€ /ESR month.
- The Coordinator will retain 480€ /ESR month to cover the costs of the day-to-day management of the consortium.

Section 8: Results

8.0 Ownership of Results

Results are owned by the Participant that generates them.

8.1 Joint ownership

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 Participants(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.

8.2 Transfer of Results

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

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

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

8.2.4 The Participants 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 Participant to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

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

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 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 Participants 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 Participants 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 Participant or Participants 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.

8.3.1.2 An objection is justified if:

(a) the protection of the objecting Participant's Results or Background would be adversely affected; or

(b) the objecting Participant's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

8.3.1.3 If an objection has been raised the involved Participants 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 Participant shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Participant 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 Confidential Information of the objecting Participant has been removed from the Publication as indicated by the objecting Participant.

8.3.2 Dissemination of another Participant's unpublished Results or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background included

9.1.1 In Attachment 1, the Participants 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 Participant can propose to the Supervisory Board to modify its Background in Attachment 1.

9.2 General Principles

9.2.1 Each Participant 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 Participant 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 Participant 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 Participant 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 for internal research activities shall be granted on a royalty-free basis

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

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

9.4.4 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 Participant'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 Participant that holds the Background or Results. Alternatively, the Participant granting the Access Rights may individually agree with the Participant 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 Participants under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Participants.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Participant 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 Participant to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Participant.

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 Access Rights for Participants entering or leaving the consortium

9.6.1 New Participants entering the consortium

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

9.6.2 Participants leaving the consortium

9.6.2.1 Access Rights granted to a leaving Participant

9.6.2.1.1 Defaulting Participant

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

9.6.2.1.2 Non-defaulting Participant

A non-defaulting Participant leaving voluntarily and with the other Participants' 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.

9.6.2.2 Access Rights to be granted by any leaving Participant

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

9.7 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.

Participants' 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 Participant granting the Access Rights.

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of communication, which is disclosed by a Participant (the "Disclosing Participant") to any other Participant (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 Participant, is "Confidential Information".
10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant 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 to any third Participant without the prior written consent by the Disclosing Participant;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis and that those who have access to it are aware and bound by the provisions of this Setion 10 of this Agreement; and
- to return to the Disclosing Participant on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. 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.

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 becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Participant subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third Participant who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Participant;
- 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 Participant; or
- 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 Participant shall promptly advise the other Participant 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 Participant 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 Participant, and
- comply with the Disclosing Participant's reasonable instructions to protect the confidentiality of the information.

Section 11: Appointment of Researchers/ Secondments/Secondment Agreements with Partner Organizations

11.1 Subject to Article 11.2 each Participant shall be solely responsible for any researcher appointed by it under the Project, and it shall ensure that its researchers participate in the Project activities, in particular in the Project training events. Each Participant shall appoint competent researchers to perform the Project work. Each Participant shall be responsible for ensuring that the researchers participating in the Project enter into a written contract with it and that the title and ownership of the Intellectual Property Rights relating to the Results will be vested in the Participant concerned and that the researchers comply with the confidentiality obligations defined in this Consortium Agreement.

11.2 In case a researcher appointed by one Participant temporarily carries out work under this Consortium Agreement on the premises of another Participant (secondment), the following provisions shall apply:

(a) The researchers seconded shall be subject to all regulations, including, in particular safety regulations, applicable on the site of the Participant where they are seconded to.
(b) The researchers seconded by a Participant to another Participant shall remain employees of the Participant having seconded them and such Participant, as employer, shall bear exclusive responsibility for the payment of salary and shall ensure that the researcher has adequate social security and insurance coverage, including health insurance.
(c) Unless otherwise agreed by the Participants concerned, Results generated by a researcher seconded by a Participant to another Participant shall be owned by the Participant having seconded the researcher.

11.3 Any secondment under the Project shall be carried out in accordance with Annex I of the Grant Agreement, decisions taken by the Supervisory Board under this Consortium Agreement, and with Section 8, 9, 10 and 11 of this Consortium Agreement.

Section 12: Miscellaneous

12.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)
Attachment 3 (List of Third Participants for simplified transfer according to Section 8.2.2)
Attachment 4 (Identified Affiliated Entities)
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 Participants concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

12.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Participant shall be entitled to act or to make legally binding declarations on behalf of any other Participant 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 Participants.

12.3 Notices and other communication

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

Formal notices:
If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 12.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Participant and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:
Other communication between the Participants 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 Participant to the Coordinator. The address list shall be accessible to all concerned.

12.4 Assignment and amendments

Except as set out in Section 8.2, no rights or obligations of the Participants arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third Participant without the other Participants' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed between all Participants.

12.5 Mandatory national law

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

12.6 Language

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

12.7 Applicable law

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

12.8 Settlement of disputes

The Participants shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall, upon the filing of a Request for Arbitration by either Participant, 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.

Section 13: Signatures

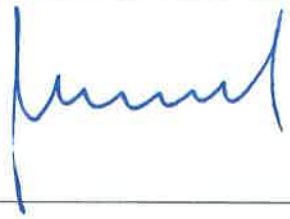
AS WITNESS:

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

EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (CERN)	
Name:	**Prof. Rolf Heuer**
Title:	**Director General**
Signature:	
Date:	30 OCT. 2015

THE UNIVERSITY OF MANCHESTER	
Name:	**Dr Andrew Walsh**
Title:	**Director of Research and Business Engagement Services**
Signature:	
Date:	14th December 2015

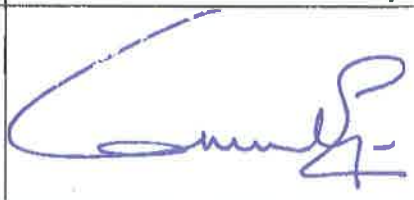
THE UNIVERSITY OF MANCHESTER
OXFORD ROAD, MANCHESTER
M13 9PL
UK

JOHANNES GUTENBERG UNIVERSITAET MAINZ	
Name:	**Prof. Georg Krausch**
Title:	**President**
Signature:	 
Date:	21. Okt. 2015

ADVANCED ACCELERATOR APPLICATIONS	
Name:	**Gérard Ber**
Title:	**Deputy General Director**
Signature:	PO. Di Gén. Déléguée DOSSE Philippe
Date:	05/11/2015.

INSTITUTO SUPERIOR TÉCNICO	
Name:	**Arlindo Oliveira**
Title:	**President**
Signature:	Arlindo Oliveira TÉCNICO LISBOA
Date:	21/10/2015

FONDAZIONE CNAO	
Name:	**Erminio Borloni**
Title:	**President**
Signature:	Erminio Borloni
Date:	30 /10 /2015

KATHOLIEKE UNIVERSITEIT LEUVEN		
Name:	Dr. Elke Lammertyn	Paul Van Dun
Title:	Head of European Projects KU Leuven Research & Development	General Manager
Signature:		
Date:	23 OKT. 2015	KULEUVEN RESEARCH & DEVELOPMENT Waaistraat 6 - bus 5105 BE-3000 Leuven

Name:	Prof. Piet van Duppen
Title:	Senior Academic Staff / Scientist-In-Charge
Signature:	
Date:	22 | 10 | 2015

LEMER PAX	
Name:	**Pierre-Marie LEMER**
Title:	**CEO**
Signature:	
Date:	21. 10. 2015.

Lausanne University Hospital (CHUV)	
Name:	**Prof. Pierre-François Leyvraz**
Title:	**General-Director**
Signature:	
Date:	24.11.2015

University of Geneva (UNIGE)	
Name:	**Leo Bühler**
Title:	**Professor**
Signature:	
Date:	2 - 12 - 2015

Ecole Polytechnique Fédérale de Lausanne (EPFL)	
Name:	Elena Dubikovskaya
Title:	Tenure Track Assistant Professor
Signature:	Elena
Date:	18.12.2015

Name:	**Andreas Mortensen**
Title:	**Vice-Provost for Research**
Signature:	A. M. POLYTECHNIQUE FÉDÉRALE DE LAUSANNE ECOLE
Date:	18.12.'15

Medaustron GmbH		
Name:	Dr. Peter URSCHUETZ	DI Alfred ZENS, MBA
Title:	Head of Therapy Accelerator	Managing Director - CFO
Signature:		
Date:	2015-12-17	2015-12-18

Name:	Dr. Liviu PENESCU
Title:	Group Leader Physics / Scientist-in-Charge
Signature:	
Date:	17.12.2015

Isis Innovation Limited trading as Oxford University Consulting	
Name:	**Linda Naylor**
Title:	**Managing Director**
Signature:	L. A. Naylor.
Date:	18/12/2015

ARRONAX GIP	
Name:	**Prof. Ferid HADDAD**
Title:	**Director**
Signature:	 GROUPEMENT D'INTERET PUBLIC CYCLOTRON ARRONAX Siège social : 1 rue Aronnax - BP 10112 44317 SAINT-HERBLAIN Cedex Tél 02 28 21 21 21 – Fax 02 40 94 81 30 SIRET 130 004 112 000 12 – APE 731Z
Date:	22 OCT. 2015

Institut Max von Laue Paul Langevin	
Name:	**Prof. William G. Stirling**
Title:	**Director**
Signature:	
Date:	21/12/15

Name:	**Manuel Rodriguez Castellano**
Title:	**Head of Administration**
Signature:	
Date:	21/12/2015

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 Participants must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

CERN

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)
Know-how as described below*	None	None
Patents as described below**	None	None

* Know-how relating to production and purification of radioisotopes and to radiation-hard materials
* Know-how relating to technics of production of secondary radioisotopes beams

** Patents

Title	Reference	Region	Priority Date	Filing Date	Grant Date
Nanostructured Target for Isotope Production	EP2342952	Europe	25/09/2008	18/06/2009	03/04/2014
	JP5389928	Japan	25/09/2008	18/06/2009	15/01/2014
	US2011235766	USA	25/09/2008	18/06/2009	Pending

Title	Reference	Region	Priority Date	Filing Date	Grant Date
Method for production of radioisotope preparations and their use in life science,research,medical application and industry	GB2436508	UK	14/01/2005	16/01/2006	05/05/2010
	CA2594829	Canada	14/01/2005	16/01/2006	30/12/2014
	US2009162278	USA	14/01/2005	16/01/2006	Pending

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

The University of Manchester

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)

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

Johannes Gutenberg Universität Mainz

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)

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

Advanced Accelerator Applications

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)
Knowledge in development, production and commercialization of radiopharmaceuticals for TEP SPECT and therapy, in particular • development (R&D, pre-clinic, clinic) of radiolabeled molecules for diagnostic and therapy • development of Ho	Limited to the WP involving AAA.	The exploitation of this Background is subject to a commercial agreement.

micro-particle / microsphere for brachytherapy application • set up of GMP process for the production of radiopharmaceuticals • use, maintenance and technical improvement of cyclotron for medical applications • development of methods for radiation protection and radioactive waste management		
Setup of a neutron activator • owner of the knowledge linked to the design of the protonic target (neutron generation) and the moderator/reflector • co-owner (with Arronax & Subatech) of the knowledges linked to the technical design of the related system (control device, radioprotection….)	Limited to the WP involving AAA.	The exploitation of this Background is subject to a commercial agreement.

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

Instituto Superior Técnico

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)
Know-how as described below*	None	None
Synthesis, characterization and biological evaluation of Auger-emitting bioconjugates	None	None

* R. F. Vitor, T. Esteves, F. Marques, P. Raposinho, A. Paulo, S. Rodrigues, J. Rueff, S. Casimiro, L. Costa, I.Santos, Tc-99m-Tricarbonyl Complexes Functionalized with Anthracenyl Fragments: Synthesis, Characterization, and Evaluation of Their Radiotoxic Effects in Murine Melanoma Cells, *CANCER BIOTHERAPY AND RADIOPHARMACEUTICALS* **2009**, *24*, 551-563.

*T. Esteves, C. Xavier, S. Gama, F. Mendes, P. D. Raposinho, F. Marques, A. Paulo, J. Costa Pessoa, J. Rino, G. Viola, Isabel Santos, Tricarbonyl M(I) (M = Re, 99mTc) complexes bearing acridine fluorophores: synthesis, characterization, DNA interaction studies and nuclear targeting, *Org. Biomol. Chem.* **2010**, *8*, 4104–4116.

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

Fondazione CNAO

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)
Know-how in FLUKA simulations, in treatment plans, in dose distribution studies.	None	None
Possibility of testing developed models in a clinical scenario.	None	None

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

Katholieke Universiteit Leuven

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)
* Know-how relating to production and purification of radioisotopes, as published in: - "The in-gas-jet laser ion source: Resonance ionization spectroscopy of radioactive atoms in supersonic gas jets" Yu. Kudryavtsev, R. Ferrer, M. Huyse, P. Van den Bergh, P. Van Duppen Nuclear Instruments and Methods B 297 (2013) 7 - "Two-step laser ionization schemes for in-gas laser ionization and spectroscopy of radioactive isotopes" Kudryavtsev, R. Ferrer, M. Huyse, P. Van den Bergh, P. Van Duppen, L. Vermeeren Scientific Instruments 85 (2014) 02B915	None	None
* Know-how relating to technics of production of energetic radioisotopes beams, as published in: - "Production, acceleration and use of radioactive ion-beams at louvain-la-neuve" Duppen P., Decrock P., Huyse M., Delbar T., Galster W., Leleux P., Licot I., Lienard E., Lipnik P., Loiselet M., Michotte C., Ryckewaert G., Vervier J., Duhamel P., Vanhorenbeeck	None	None

J. Methods B70 (1992) 393 - "An electron-cyclotron resonance ion-source for efficient production of radioactive ion-beams" oDeR., Huyse M., Van Duppen P., Baeten F., Dom C., Jongen Y. Nuclear Instruments and Methods B 58 (1991) 252-259;		

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

Lemer Pax

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)
Know-how as described below*	None	None
Patents as described below**	None	None

* Know-how relating to container mechanical design and homologation process
* Know-how relating to material choices and thickness evaluation for radioprotection purposes

** Patents

Title	Reference	Region	Priority Date	Filing Date	Grant Date
Positrack	09 797 128.7	France	30/11/2009	05/09/2012	30/11/2029
	806 696	France PCT	28/11/2008	21/12/2012	28/11/2028

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

Lausanne University Hospital

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)
Know-how relating to labelling of peptides and antibodies with radioisotopes	None	None
Know-how relating to preclinical tumour models	None	None

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

University of Geneva

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)

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

Ecole Polytechnique Fédérale de Lausanne (EPFL)

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)

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

Medaustron GmbH

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)
Know-how relating to production, monitoring and delivery of ion beams for tumour irradiation	None	None

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

Oxford University Consulting

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)

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

ARRONAX GIP

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)

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

Institut Max von Laue - Langevin

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)

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

[Attachment 2: Accession document]

ACCESSION

of a new Participant to

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

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

hereby consents to become a Participant to the Consortium Agreement identified above and accepts all the rights and obligations of a Participant 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 Participant] 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 PARTICIPANT]
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 Participants for simplified transfer according to Section 8.2.2.

Attachment 4: Identified Affiliated Entities according to Section 9.5

CERN: none

The University of Manchester:

Johannes Gutenberg Universität Mainz: none

Advanced Accelerator Applications:

Instituto Superior Técnico: none

Fondazione CNAO:

Katholieke Universiteit Leuven: none

Lemer Pax:

Institut Max von Laue – Paul Langevin: none