

**ERIEC**

**Consortium Agreement for the evaluation of the  
EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM (ERIC)**

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## **CONSORTIUM AGREEMENT**

The “Effective Date” for this Consortium Agreement is on January, 1<sup>st</sup> 2019

### **BETWEEN:**

#### **HAUT CONSEIL DE L’EVALUATION DE LA RECHERCHE ET DE L’ENSEIGNEMENT SUPERIEUR – Hcéres,**

whose registered office is situated at 2 rue Albert Einstein, 75013 Paris (France), represented by Professor Michel Cosnard, President, hereinafter referred to as “Hcéres”

#### **AGENCIA ESTATAL DE INVESTIGACIÓN – AEI,**

whose registered office is situated at calle Torrelaguna núm. 58, 28027 Madrid (Spain), represented by Professor Enrique Playán Jubillar, Director hereinafter referred to as “AEI”. Prof Enrique Playán was appointed as Director of the AEI by decision of the AEI Board at its meeting of 27 November 2018 and he is acting empowered by the Presidency of the AEI pursuant to the Decision dated 27 July 2018 of the Presidency of the AEI concerning the delegation of responsibilities of the Presidency of the AEI.

#### **AGENZIA NAZIONALE DI VALUTAZIONE DEL SISTEMA UNIVERSITARIO E DELLA RICERCA - ANVUR,**

whose registered office is situated at Via Ippolito Nievo 35, 00153 Rome (Italy), represented by Professor Paolo Miccoli, President, hereinafter referred to as “ANVUR”.

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

relating to the Action entitled

### **EUROPEAN RESEARCH INFRASTRUCTURE EVALUATION CONSORTIUM**

in short

### **ERIEC**

hereinafter referred to as “Consortium”

### **WHEREAS:**

The Parties, having considerable experience in the evaluation of research activities in higher education systems, have declared to work together for evaluating European Research Infrastructures, in particular European Research Infrastructure Consortiums (ERIC) established under the European regulation EC 723/2009 dated 25<sup>th</sup> June 2009.

### **WHEREAS:**

Article 2.1 of the Statutes of the AEI (which was approved by Royal Decree 1067/2015 dated 27 November) establishes that the aims and purpose of the AEI are to provide funding to, as well as the evaluation, management and monitoring of the scientific and technical research activities, which are devoted to the generation, exchange and exploitation of the knowledge and promoted by the State General Administration itself

or together with other Spanish administrations or entities or other countries or international organizations. Article 2 of the aforesaid Statutes empowers the AEI to enter into collaboration agreements with other national or foreign entities (of a public or a private nature) and international organizations in the field of its aims and purpose.

This consortium agreement may eventually be used for submitting a proposal to the Funding Authority as part of the European Framework Programme for Research and Innovation.

The Parties wish to specify or supplement binding commitments among themselves.

The Parties are aware that this Consortium Agreement is based upon the DESCAs 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 herein in this document including its Annexes.

### **1.2. Additional Definitions**

#### **“Access Right”**

Right to consult and access to the outcomes of the evaluation process : evaluation report and news.

#### **“Consortium Body“:**

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

#### **“Defaulting Party”**

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement.

#### **“Effective Date”**

The date of the first Party Meeting where this agreement came into force.

#### **“Force Majeure”**

Force Majeure is a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, hurricane, flood, earthquake, volcanic eruption, etc., prevents one or both parties from fulfilling their obligations under the contract. In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspend it for the duration of the force majeure.

#### **“Funding Authority”**

Funding for the Consortium operations may be sought with the European Union; in that case Funding Authority will be the European Commission in charge of the framework programme for research and development.

#### **“Needed”**

means:

For the implementation of the Consortium :

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 evaluation outcomes would be technically or legally impossible.

#### **“Project”**

The project is made of all evaluation activities performed by the Parties under the umbrella of this Consortium Agreement

## **“Results”**

Results are the outcomes of the evaluation process, through the evaluation report produced by the expert committee.

## **Section 2 Purpose**

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

The main activity of the Consortium is the evaluation of ERICs. Furthermore, the Consortium may decide to undergo any activity in relation to the evaluation of ERICs, like writing best practice reports, organizing dissemination conferences or workshops, etc.

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

### **3.1. Entry into force**

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

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

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

### **3.2. Duration and termination**

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under 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.

This Consortium Agreement shall terminate after a period of ten (10) years subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

It may be renewed upon unanimous decision of the Parties before its termination for an additional period up to seven years.

Any Party may terminate its participation in this Consortium at any time provided that it doesn't impact any on-going evaluation, by giving a six a month's prior written notice to the other Parties.

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

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

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

## **Section 4 Responsibilities of Parties**

### **4.1. General principles**

The parties of the consortium are public or private bodies in charge of the evaluation of Higher Education and/or Research at the national level, within EU member states, associated countries or third countries.

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

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

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

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

### **4.2. Breach**

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

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

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

A Party that enters into a subcontract (or contract) 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.

That Party shall ensure that all Parties have access rights to Results generated by these third parties. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement.

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

### **5.1. No warranties**

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

Therefore,

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

### **5.2. Limitations of contractual liability**

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

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

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

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

### **5.4. Force Majeure**

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

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

## **Section 6 Governance structure**

### **6.1. General structure**

The General Assembly is the decision-making body of the consortium bodies.



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

- General Assembly is composed of all the parties of the ERIEC and is the ultimate decision-making body of the consortium,
- Executive Board as the supervisory body for the execution of the Consortium activities which shall report to and be accountable to the General Assembly,
- The Coordinator is one of the Parties appointed by the General Assembly to coordinate and be the intermediary between the Parties. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in this Consortium Agreement.

## **6.2 General operational procedures for all Consortium Bodies and for all Consortium members**

### **6.2.1. Representation in meetings**

Any Party which is a member of a Consortium Body:

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

and shall participate in a cooperative manner in the meetings.

### **6.2.2. Preparation and organisation of meetings**

#### **6.2.2.1. Convening meetings**

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

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

#### **6.2.2.2. Notice of a meeting**

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

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

**6.2.2.3. Sending the agenda**

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

	Ordinary meeting	Extraordinary meeting
General Assembly	21 calendar days	10 calendar days
Executive Board	7 calendar days	

**6.2.2.4. Adding agenda items:**

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

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

	Ordinary meeting	Extraordinary meeting
General Assembly	14 calendar days	7 calendar days
Executive Board	2 calendar days	

**6.2.2.5. Modifying agenda**

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. Possible distance participation**

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

**6.2.2.7. Binding decisions**

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.3.1.4. and 6.3.2.2.

**6.2.2.8. Off-meeting decisions**

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 all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period of 2 weeks, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

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

#### **6.3.1. General Assembly**

The General Assembly shall consist of one representative of each Party.

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.1. of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.7. of this Consortium Agreement.

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

##### ***6.3.1.1. Decisions of the General Assembly***

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

The following decisions shall be taken by the General Assembly:

- Appointment of the Coordinator on a yearly basis
- Appointment of the executive board members on a yearly basis,
- Content, finances and intellectual property rights,
- Modifications to Attachment 1 (Background Information),
- Evolution of the consortium
  - Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party,
  - Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal,
  - Identification of a breach by a Party of its obligations under this Consortium Agreement,
  - 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.
  - Termination of the Consortium Agreement

##### ***6.3.1.2. Quorum***

The General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the General Assembly 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.

#### **6.3.1.3. Voting rules**

Each Member present or represented in the meeting shall have one vote.

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

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

#### **6.3.1.4. Minutes of meetings**

The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 15 calendar days of the meeting.

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.

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

### **6.3.2. Executive Board**

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

#### **6.3.2.1. Members**

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

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

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

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

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.

#### **6.3.2.3. Tasks of Executive Board**

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.1.

The Executive Board shall seek a consensus among the members. In order to make a decision all members of the Executive Board should be present or represented unless otherwise agreed by the Parties.

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

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

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

The Executive Board shall:

- support the Coordinator in preparing meetings and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the Consortium
- appoint the Evaluation Experts proposed by the Parties
- establish minimum and maximum amounts for the payment of experts for each ERIC evaluation

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

### **6.3.3. Coordinator**

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

#### **6.3.3.1. Tasks of the Coordinator**

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations,
- keeping the address list of Members and other contact persons updated and available,
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) ,
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings,
- transmitting promptly documents and information to any other Party 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.

### **6.3.3.2. Role of the Coordinator**

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 this Consortium Agreement.

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

For the first evaluation (ECRIN – France), the Hcéres will be the coordinator. For the next evaluations, the former coordinator will propose to a member to be the next coordinator, and this proposition will be submitted to votation by all members of the General Assembly.

## **Section 7. Section: Organization of an ERIC evaluation**

### **7.1 Evaluation request**

Any ERIC may request the ERIEC for its evaluation. The request should be done through a request letter signed by the chairman of the ERIC Board. The ERIEC should answer within 30 days after the reception of the request letter.

### **7.2 Nomination of the agency in charge of the evaluation**

Upon an ERIC evaluation request, the General Assembly appoints a Party which will perform the ERIC evaluation. This Party will be called the ERIC Evaluation Leader.

### **7.3 Terms of reference**

Each year the general Assembly adopts the Terms of Reference for the evaluations performed during the next year.

## **Section 8. Financial provisions**

### **8.1. General Principles**

#### **8.1.1. Finance organisation**

The cost of evaluation of a Research Infrastructure will be invoiced to the Research Infrastructure, by the Party in charge of leading the evaluation. The evaluation cost will be determined on a not-for-profit basis.

The Evaluation Leader will reimburse all participating members, against justification of expenses.

#### **8.1.2. Justifying Costs**

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs.

#### **8.1.3. Financial Consequences of the termination of the participation of a Party**

A Defaulting Party shall bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

## **8.2. Budgeting**

A budget shall be drafted for each evaluation by the Evaluation Leader (with the assistance of the Coordinator) containing the estimative costs of each Party and it will be overseen and monitored by the Executive Board.

In the event that additional funding would be made available to the Consortium , the Coordinator will manage the Budget upon decision of the Executive Board or/and the General Assembly.

This budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

## **8.3. Payments**

### **8.3.1. Payments to Parties are the tasks of each evaluation leader.**

According to the financial organization, each ERIC Evaluation Leader will be responsible for invoicing its relevant evaluation activity and reimbursing the justified expenses of the participating parties.

### **8.3.2. Role of the Coordinator.**

In addition, the Coordinator shall keep track of all accounting information provided by the ERIC Evaluation Leaders for every evaluation action and shall present to the General Assembly, the financial synthesis of the consortium activity.

The coordinator will act as mediator in case of dispute between parties. In case of unsuccessful mediation, the case will be arbitrated by the General Assembly.

## **Section 9 Results**

### **9.1. Ownership of Results**

The evaluation reports are owned by all the ERIEC Parties and by the corresponding ERIC.

All the Parties shall have Access Rights for the Use of the results generated by the experts under the action. These Access Rights shall be deemed automatically granted by means of this Consortium Agreement as of the Effective Date by all Parties to all other Parties on a royalty-free basis and for non - commercial purposes.

### **9.2. Dissemination**

Any evaluation report will be published on the ERIEC website and the ERIC Evaluation Leader website and can be downloaded freely. No evaluation report can be used for For-profit activities.

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

## **Section 10 Non-disclosure of information**

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 Consortium is “Confidential Information”.

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure :

- 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 Part.

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.

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 Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

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

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

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

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



## **Section 11 Miscellaneous**

### **11.1. Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text.

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 5, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

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

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

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

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

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

### **11.4. 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.

### **11.5. Language**

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

### **11.6. Applicable law**

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



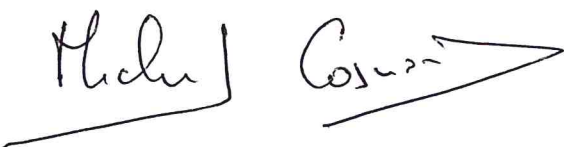
### **11.7. Settlement of disputes**

The parties 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 be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

Notwithstanding the above, in the event that a Party cannot submit a dispute to the WIPO mediation rules due to the provisions of its national law, or, if it is not possible, the dispute shall be settled by the Courts of Brussels.

Signed on April 1<sup>st</sup>, 2019, in Roma (Italy)

On behalf of AGENCIA ESTATAL DE INVESTIGACIÓN – AEI Professor Enrique Playán Jubillar, Director 
On behalf of AGENZIA NAZIONALE DI VALUTAZIONE DEL SISTEMA UNIVERSITARIO E DELLA RICERCA - ANVUR Professor Paolo Miccoli, President 
On Behalf of HAUT CONSEIL POUR L'EVALUATION DE LA RECHERCHE ET DE L'ENSEIGNEMENT SUPERIEUR - Hcéres Professor Michel Cosnard, President 

## Annex 1 - Background information

ERIC status is a legal form, created by a EC regulation in 2009 (EC 723/2009) for the establishment of an European Research Infrastructure Consortium<sup>1</sup>.

Following the successive versions of the ESFRI Research Infrastructure roadmap, 19 ERIC were created until 2018, covering all disciplinary fields.

Among them, ECRIN (European Clinical Research Infrastructure Network) gained the ERIC statutes on 29 November 2013<sup>2</sup>.

In its statutes, the ECRIN-ERIC activities are monitored by an annual activity report, approved by its Assembly of Members. In addition, the section 2 of article 10 of ECRIN statutes, states that:

*2. ECRIN-ERIC shall undergo every five years a scientific review performed by international experts appointed by the Assembly of Members, providing guidance and recommendations on the ECRIN-ERIC development strategy.*

According to this article, the ECRIN management consulted Hcéres, to inquire about the possibilities to have this scientific evaluation organized by public evaluation agencies.

Answering that request, Hcéres invited several agencies, in charge of scientific evaluations in their respective country, to join for a shared action.

Several countries answered positively (Italy, Spain, etc.) and decided to enter into a consortium agreement (European Research Infrastructure Evaluation Consortium – ERIEC) and to work on a common set of terms of reference to support ERIC evaluation.

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<sup>1</sup><https://publications.europa.eu/en/publication-detail/-/publication/0ee0c61b-f877-4279-acf4-c8b57b350d92/language-en>

<sup>2</sup><http://www.ecrin.org/sites/default/files/ECRIN%20statutes/Consolidated%20ECRIN%20Statutes%20Feb%202017.pdf>

## **Annex 2 - Accession document**

The accession **of a new Party to the ERIEC is based on the following document :**

[OFFICIAL NAME OF THE NEW PARTY]

hereby consents to become a Party to the ERIEC and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE COORDINATOR]

hereby certifies that the ERIEC 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)