CONSORTIUM AGREEMENT for

EuroNanoMed II

EUROpean network of transnational collaborative RTD projects in the field of NANOMEDicine

Contract N°321570

SEVENTH FRAMEWORK PROGRAMME

List of content:

This *Consortium Agreement* is made BETWEEN:

(1) **Agence Nationale de la Recherche (ANR)**, established at 212 rue de Bercy, 75012 Paris, France, represented by Dr Pascale Briand, Director general and/or Dr Philippe Freyssinet, Deputy Director general, or their authorised representative, *Coordinator* of the consortium,

(2) **Agentschap Voor Innovatie Door Wetenschap En Technologie (IWT),** established at 35, bus 16, Koning Albert II-laan, 1030 Brussel, Belgium, represented by Mrs Veerle Lories, administrator general and/or Mr Maarten Sileghem, director strategic research and European programmes, or their authorised representative,

(3) **Service public de Wallonie (SPW-DGO6),** established at 2 Place Josephine Charlotte, 5100 Jambes, Belgium, represented by Mr Yves Sennen, General Director, and /or Mr Pierre Villers, Head of unit, or their authorised representative,

(4) **Bundesministerium für Bildung und Forschung (BMBF),** established at 2 Heinemannstrasse, 53175 Bonn, Germany, represented by Mrs Liane Horst, Head of Division 511 and/or Dr. Herbert Zeisel, Head of Division 511, or their authorised representative,

(5) **VDI Technologiezentrum GmbH (VDI),** established at 1 VDI-Platz, 40468 Duesseldorf, Germany, represented by Mr Sascha Hermann, managing director and/or Dr. Reinhold Mann, Head of unit, or their authorised representative,

(6) **The Icelandic Centre For Research (RANNIS),** established at 13, Laugavegur, 101 Reykjavik, Iceland represented by Mr Hallgrimur Jonasson, General director, or his authorised representative,

(7) **Chief Scientist Office Ministry Of Health (CSO-MOH),** established at 2 Ben Tabai Street, 93591, Jerusalem, Israel, represented by Mr. Dov Fast, Senior Deputy Director General or his authorised representative,

(8) **Ministero Della Salute (IMH),** established at 5 Via Giorgio Ribotta, 00144 Roma, Italy, represented by Dr Massimo Casciello, General Director and/or Dr Gaetano Guglielmi, Senior Medical Officer, or their authorised representative,

(9) **Regione Del Veneto (VED),** established at 3901 Palazzo Balbi - Dorsoduro 30121Venezia, Italy, represented by Ms Caterina De Pietro, Regional Director of the Project Unit Research and Innovation, or her authorised representative,

(10) **Veneto Nanotech Scpa (VN),** established at 106, Via San Crispino, 35 129 Padova, Italy represented by Mr Nicola Trevisan, CEO and/or Mr Luigi Rossi Luciani, President, or their authorised representative,

(11) **Latvijas Zinatnu Akademija (LAS),** established at 1, Akademijas Laukums, 1050 Riga, Latvia, represented by Prof Juris Ekmanis, President or his legal authorised representative,

(12) **Lietuvos mokslo taryba (RCL),** established at 3 Gedimino, LT01103 Vilnius, Lithuania, represented by Prof Eugenijus Butkus, chairman of the Research Council of Lithuania and/or Prof Ricardas Rotomskis, Project *Coordinator*, or their legal authorised representative,

(13) **Norges Forskningsrad (RCN),** established at 26 Stensberggata, 0131 Oslo, Norway, represented by Dr Anne Kjersti Fahlvik, Director and/or Dr Vidar Skagestad, Special Adviser - Program Manager, or their legal authorised representative,

(14) **Narodowe Centrum Badan i Rozwoju (NCBR),** established at 47A ul. Nowogrodzka, 00 695 Warszawa, Poland, represented by Prof. Krzysztof Kurzydłowski, Director and/or Mr Leszek Grabarczyk, Deputy Director, or their legal authorised representative,

(15) **Fundacao Para A Ciencia E A Tecnologia (FCT),** established at 126 Avenida Dom Carlos I, 1249-074 Lisboa, Portugal, represented by Dr Pedro Carneiro, Vice-president, and/or Prof Paulo Pereira, vice-president or their legal authorised representative,

(16) **Autoritatea Nationala Pentru Cercetare Stiintifica (ANCS),** established at 21 25 district1, Mendeleev Str, 010362 Bucharest, Romania, represented by Mr Prisecaru Tudor, President or his legal authorised representative,

(17) **Unitatea Executiva pentru Finantarea Invatamantului Superior, a Cercetarii, Dezvoltarii si Inovarii (UEFISCDI)**, established at 21 25 district1, Mendeleev Str, 010362 Bucharest, Romania, represented by Prof Adrian Curaj, director and Ms Magda Resiga, Deputy Director or their legal authorised representative,

(18) **Instituto de Salud Carlos III (ISCIII)**, established at 4-6 calle Sinesio Delgado, 28029 Madrid, Spain, represented by Dr Joaquín Arenas, Director General or Miguel Ángel Cabo (as proxy), Secretary General or their legal authorised representative,

(19) **Vetenskapsradet - Swedish Research Council (SRC),** established at 3 Vastra Jarnvagsgatan, 10138 Stockholm, Sweden represented by Prof Mille Millnert, General director or his legal authorised representative,

(20) **Schweizerischer Nationalfonds zur Förderung der wissenschaftlichen Forschung (SNSF),** established at 3 Wildhainweg, 3012 Bern, Switzerland represented by Dr Ayşim Yılmaz, Head, Division of Biology and Medicine or her legal authorised representative

Hereinafter referred to individually or collectively as the ***Party*** or the ***Parties***.
Relating to the *ERA-NET Project* entitled:

"EUROpean network of transnational collaborative RTD projects in the field of NANOMEDicine"
In short:
EuroNanoMed II

for coordination and cooperation of the Partner agencies in order to reinforce the transnational collaboration between member states in challenging multidisciplinary research in the area of Nanomedicine with the potential to lead to significant breakthroughs with the European Commission within the ERA-NET scheme of the Seventh Research and Technological Development Framework Programme.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

PREAMBLE

The purpose of this *Consortium Agreement (CA)* is to facilitate the fulfilment of the work and related services and activities allocated to the *Parties* under the *Grant Agreement* (and as described in more details in *Grant Agreement*, Annex I – Description of Work) by setting forth the terms and conditions pursuant to which the *Parties* agreed to: i) function and cooperate in the performance of their respective tasks under the *Grant Agreement* and ii) set the framework of rights and obligations of the *Parties* concerning inter alia liability, access rights and dispute resolution.

This Consortium Agreement is to be read together with the specific agreements that the parties conclude concerning e.g. the specific arrangements for the organizing of the joint calls for research which can contain separate regimes on merely decision-making, confidentiality.

DEFINITIONS

Consortium

All of the Parties participating in the EuroNanoMed II initiative, which is covered by this *Consortium Agreement.*

Contract

ERA NET Coordination and Support Action, Contract N° 321570 signed on 5th October 2012 between the Commission of the European Communities and the French National Research Agency (ANR), France (Partner 1) (*Coordinator*) as well as the other Contractors that have signed the "Form A-Accession to the Contract Agreement".

Coordinator

The *Party* in charge of the overall coordination of EuroNanoMed II. The appointed *Coordinator* is the French National Research Agency (ANR), established at 212 rue de Bercy, 75012 Paris, France (*Party* N°1).

Defaulting Party

A *Party,* as defined on page below, breaching its obligations of the *Contract* and/or of this *Consortium Agreement.*

European Commission (EC)

The Commission of the European Communities.

Force majeure

Force majeure shall mean any unforeseeable and exceptional event affecting this *Consortium Agreement*, the *Contract* and the implementation of the *Initiative* by one or more *Parties*, which is beyond their control and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available (unless due to *force majeure*) for the purpose of performing this *Consortium Agreement* and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute *force majeure*.

Initiative

Term representing the **Euro**pean Network aimed at supporting transnational RTD private/public co-operations between companies, especially SMEs, and clinical and academic labs by coordinating their national or regional public funding programmes in the field of NanoMedicine **(EuroNanoMed II).**

Party

Any legal identity, as identified on pages 4 & 5, signatory to this *Consortium Agreement*.

Programme Owner

A *Programme Owner* is a designed and funding *Party* fully responsible of a given programme aimed at providing funding to different kinds of organisations in order to support defined activities, especially R&D activities in the frame of this *Consortium Agreement*. A *Programme Owner* could manage itself the programme or trust a third party to manage it, but will remain responsible of its design and funding. In the frame of the *Initiative*, the *Programme Owners* are the following organisations:

- Agence Nationale de la Recherche (ANR), France
- Agentschap Voor Innovatie Door Wetenschap En Technologie (IWT), Belgium
- Service public de Wallonie (SPW-DGO6), Belgium
- Federal Ministry of Education and Research (BMBF), Germany
- The Chief Scientist Office, The Ministry of Health (CSO-MOH), Israel
- Ministero della Salute (IMH), Italy
- Veneto Region (VED), Italy
- Research Council of Lithuania (RCL), Lithuania
- The Research Council of Norway (RCN), Norway
- National Centre for Research and Development (NCBR), Poland
- Fundação para a Ciência e a Tecnologia, Portugal (FCT), Portugal
- National Authority for Scientific research (ANCS), Romania
- Instituto de Salud Carlos III (ISCIII), Spain
- The Swedish Research Council (SRC)(Vetenskapsrådet), Sweden
- Swiss National Science Foundation (SNSF), Switzerland

Programme Managing Agency

A *Programme Managing Agency* is a designed *Party* responsible of the implementation of a given programme aimed at providing funding to different kinds of organisations in order to support defined activities, especially R&D activities in the frame of this *Consortium Agreement*. The *Programme Managing Agencies* are the following organisations:

- Agence Nationale de la Recherche (ANR), France
- Agentschap Voor Innovatie Door Wetenschap En Technologie (IWT), Belgium
- VDI Technologiezentrum GmbH (VDI)
- Germany - Service public de Wallonie (SPW-DGO6), Belgium
- The Icelandic Centre for Research (RANNIS), Iceland
- The Chief Scientist Office, The Ministry of Health (CSO-MOH), Israel
- Ministero della Salute (IMH), Italy
- Veneto Nanotech (VN), Italy
- The Latvian Academy of Sciences (LAS), Latvia
- National Centre for Research and Development (NCBR), Poland
- Fundação para a Ciência e a Tecnologia, Portugal (FCT), Portugal
- Executive Agency of Higher Education, Research, Development and Innovation Funding (UEFISCDI), Romania
- Instituto de Salud Carlos III (ISCIII), Spain
- The Research Council of Norway (RCN), Norway
- The Swedish Research Council (SRC)(Vetenskapsrådet), Sweden
- Swiss National Science Foundation (SNSF), Switzerland

Task Leader (TL)

The *Party* that has been allocated responsibility by the *Consortium* for coordinating a specific task.

Work package Leader (WPL)

The *Party* that has been allocated responsibility by the *Consortium* for coordinating a work package composed of one or several tasks.

Work plan

Description of the subject, work, planning and budget of EuroNanoMed II. The initial *Work plan* is identical with the Annex I of the *Contract* "Description of work".

ARTICLE I: PURPOSE AND NATURE OF THE CONSORTIUM AGREEMENT

1) The purpose of this *Consortium Agreement* is to define the rules governing the *Initiative* and the responsibilities of the *Parties* supplementing but not in conflict with the *Contract*.
2) The *Parties* of the *Consortium Agreement* must be independent legal entities and bodies responsible for defining and/or managing R&D funding programmes.
3) The *Parties* have the right to conclude other agreements not conflicting with or hindering this *Consortium Agreement*.
4) In case of conflict between this *Consortium Agreement* or parts of it and the *Contract*, the latter will have precedence.

ARTICLE II: GENERAL RESPONSIBILITIES OF THE PARTIES

1) The *Parties* are collectively responsible for the implementation of the work to be done in the frame of the *Initiative* and the *Contract*. Thus, the *Parties* commit themselves to endeavour to perform and fulfil, promptly, actively and on time, all of their obligations under the *Contract* and this *Consortium Agreement*, including in particular the submission to the EC, through the *Coordinator,* of deliverables, of reports and information pursuant to the *Contract*. Each *Party* shall do its utmost to fulfil the obligations set out in the *Work plan.*
2) The availability of national public funding is of crucial importance for the success of the *Initiative.* Thus, the *Programme owners* responsible of R&D funding programmes commit themselves to do as much as possible to provide funding for projects presented and selected in the frame of the *Initiative.* In this context the principle of "variable geometry" applies. Following this principle, each programme owner has the right to decide at any stage of every activity carried out in the framework of this ERA-NET if and how far it participates. The main application of this principle is the right to "opt out" as defined in paragraph II-5 of Article IV.
3) Each *Party* undertakes:
    a) To notify the *Coordinator* and each of the *Parties* promptly of any significant problem and delay likely to affect the success of the *Initiative*. In particular, each *Party* will notify the other *Parties* in writing of any *Force Majeure* as soon as possible. The *Parties* shall discuss in good faith the possibility of transfer of tasks affected by the event. Such discussion shall commence as soon as reasonably possible. If such *Force Majeure* event is not overcome within 6 weeks after such notification, the transfer of tasks shall be carried out.
    b) To inform the *Coordinator* and the other *Parties* of relevant communications it receives from third parties in relation to the *Initiative.*

ARTICLE III: ORGANISATION OF THE CONSORTIUM

Three bodies are governing the management of the EuroNanoMed II (ENM II) *Initiative*: the Network Steering Committee (NSC), the Operating Group (OG) and the *Coordinator*. In addition, a Call Steering Committee (CSC) will be formed for each joint call and an External Advisory Board (EAB) will be set up at the beginning of ENM II for the duration of the project.

I. The Network Steering Committee (NSC)

It is the highest body responsible for the execution of the project. The NSC shall:

a) take the strategic decisions linked to the *Initiative*,

b) monitor the progress made toward the achievement of the global goals of the *Initiative* and providing strategic orientations
c) decide on any other strategic issue including the case of a *Party* raising exceptional difficulties,
d) organise and realise the work necessary to achieve the objectives of the *Initiative* according to the provisions defined in the article V of this *Consortium Agreement*.

The NSC is composed of one representative for each *Party* involved in the *Initiative* and one named representative of the *Coordinator*. Each *Party* nominates a member and a mandated member as deputy. Observers from *the Parties* may attend the NSC meetings.
The members and mandated members of the NSC are compiled in Annex A. Members or mandated members of the NSC may change during the course of the project. In such a case the *Party* concerned shall inform the *Coordinator*, which will then update the Annex A accordingly and inform all *Parties* thereof.
The NSC will elect every year a NSC chair and a NSC Co-Chair according to the provision of the article IV of this *Consortium Agreement*. The role of the NSC chairman is to collaborate with the *Coordinator* in the organisation of the NSC meetings and Operating Group meetings. The NSC chairman shall be a member of the NSC. However, the role of NSC chairman must be assumed in total independence of any organisation and countries especially regarding Article IV.II of this *Consortium Agreement*. The NSC Co-Chair will be acting as NSC chair in case of withdrawal or absence of the NSC Chair.
The NSC will meet regularly and at least twice a year. In case of absolute necessity, defined as such by the NSC chairman in consultation with *the Coordinator* and another NSC member or by two NSC Members, additional meetings will be called. The request for a meeting can be submitted by a mandated member on behalf of the member. The NSC members and/or mandated members involved in the NSC commit themselves to participate to each NSC meeting.
The *Parties* agree that one designated member of the executive board of the European Technology Platform in Nanomedicine may attend the EuroNanoMed II NSC meetings as an observer.

II. The Operating Group (OG)

The OG is advising the *Coordinator* in the overall management of the consortium. The Operating Group shall be responsible for:

a) Implementation and organisation of follow up activities of the NSC decisions: providing assistance and advice to the *Coordinator*, suggesting appropriate solutions to any emerging questions,
b) Preparation of the NSC meetings: contribution to the elaboration of the Agenda and review of the documents prepared by the *Coordinator*.

The members of the OG are the *Coordinator*, the NSC Chair and Co-Chair and the *Work packages'* leaders. OG meets as often as required, physically or by phone conferences, at least once every six weeks. Exceptionally other ENM II partners (not member of the OG) can join a meeting/phone conference, in case the agenda requires it.

III. The *Coordinator*

The *Coordinator* (ANR) is the contractor with the *European Commission* on behalf of the ENM II partners, and the contact point with the EC. The *Coordinator* is responsible of the overall coordination of the *Initiative*. The *Coordinator* shall:

a) represent the *Consortium* towards the *EC* according to the *Contract*.
b) organise the technical management including:
    - Monitoring the overall work to be performed in the frame of the *Initiative,*

- Providing necessary assistance to the *WP* leaders in preparing their tasks and deliverables,
- Organising the NSC and OG meetings in collaboration with the NSC chairman,
- Providing general awareness and communication on the *Initiative*.

c) organise the financial management including:
- Redistributing the *EC* financing,
- Budget following-up.

d) organise the administrative management including:
- Gathering, monitoring and integrating administrative data from the *Parties*,
- Organising the reporting of the *Initiative* internally and towards the *EC*.

IV. Call steering committee (CSC)

The Call Steering Committee (CSC) will be formed for each joint call and composed of those NSC members taking part in the joint call ("variable geometry" principle), and additional partners outside the *Consortium*, which may join the calls. The *WP leaders*, together with the coordinator, will actively pursue the integration of new partners for the planned calls from outside the ENM II *Consortium*, therefore if countries that are not member or associated partners of ENM II participate in the joint transnational calls, their representatives will also be a member of the CSC. As detailed for the NSC decisions, agreements should be reached by consensus and, if not possible, voting outcomes (one vote per call partner country) will follow the simple majority principle.

V. External Advisory Board (EAB)

The EAB is composed of members from the nanomedicine scientific community selected by the NSC. The EAB should represent the whole scale of translational nanomedicine research, from basic, pre-clinical and clinical. At least one of the members will be part of the European Technology Platform for Nanomedicine. In addition, the *Consortium* aims to include someone from National Ethics Committees to assist the *Consortium* on ethical issues, and an expert on regulatory issues from a regulatory authority. The EAB can be consulted by the NSC at all levels of the project : it will be asked to critically accompany the ENM II project, suggest further activities, or ensure complementarities with the activities of the other European research management institutions. The EAB is not a standing committee but meets on an "as needed" basis, and its members may be solicited individually on specific matters.

ARTICLE IV: DECISION MAKING PROCESS

I. Preparation and organisation of the meetings - common provisions for NSC

1) Major and strategic and operational decisions concerning the *Initiative* shall be taken in the frame of the NSC.
2) The chairperson of NSC or the *Coordinator* shall give a 30 days prior written notice of any meeting to each member of the NSC.
3) The chairperson of NSC or the *Coordinator* shall prepare and send to each member of the NSC not later than 10 days preceding the meeting a written agenda of this meeting. During a meeting the members of the NSC can unanimously decide to add new items to the agenda.

II. Voting rules and quorum

1) NSC shall not decide validly unless a quorum of two-thirds of its members and of the countries/regions involved in the *Initiative* are present or represented.
2) Decisions shall be taken on agenda items identified as such on the agenda.
3) In general, the NSC will aim at reaching consensus decisions, agreed upon unanimously by all NSC members. On the basis of the eligible votes as laid down in point II 4) of Article IV, a decision in the NSC is assumed to be taken if more than 50% of the total number of votes are cast in favour of this decision. This total number of votes shall be determined counting only the votes in favour and against the motion, i.e. abstention votes are not considered.
4) For decisions concerning the collective work of ENM II each *Party* has one vote. For decisions concerning the joint calls if two *Parties* come from the same country they will have one vote only, i.e. one country=one vote.
5) A *Party* that can show that its legitimate interests would be severely affected by a majority decision of the NSC has the right to opt out within 10 days after the decision has been taken. The right to opt out does not affect obligations resulting from earlier decisions bound by responsibilities and commitment associated to previous actions.
6) Veto Rights. For decisions concerning the joint calls and the other activities of the *Initiative* no veto right can be used, since the "variable geometry" principle applies, as stated in point 2 of Article II. Therefore a *Party* may issue its veto only exceptionally, in the case of the decision:
   - accepting a new party in the *Consortium* if a substantial threat to its strategic interests is likely to exist which cannot be resolved by any other measure,
7) Electronic votes are organised by the *Coordinator*, sending at the same time via e-mail the relevant question to all members. Notifications are recorded. Each member expresses his vote by e-mail directly to the *Coordinator* within 14 calendar days. The vote expressed by each member as well as the decision resulting from the electronic vote is disseminated to all members by the *Coordinator*.
8) For NSC meetings, in the case of an electronic vote, the quorum is reached if at least two third of the members involved in the *Initiative* have taken part to the vote. Non-participation in the electronic vote automatically bears the right of the non-participating country to opt out.
9) *A Defaulting party* has no right to vote from the moment of being declared to be a *Defaulting Party*. A *Party* may not veto decisions relating to its identification as a *Defaulting Party*. The *Defaulting Party* may not veto decisions relating to its participation and termination in the Consortium or the consequences of them.

III. Minutes of the meetings

1) The *Coordinator*, in collaboration with the chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft to all of its members within 10 calendar days of the meeting.
2) The minutes shall be considered as accepted if, within 14 calendar days from sending, no member has objected in writing with respect to the accuracy of the draft of the minutes. In case of minor objections from one or several members (e.g. spelling, typos etc.), changes shall be discussed with the *Coordinator* and implemented after this discussion has taken place and an agreement has been found. In case of major changes, changes shall be implemented after a discussion has taken place between the affected *Parties* and the *Coordinator*. These changes shall be subject to an electronic vote, to be organised by the *Coordinator*. The accepted minutes shall be sent to all of the members of NSC.

ARTICLE V: ORGANISATION OF THE ACTIVITIES

1) The success of the *Initiative* depends on the achievement of some activities involving all *Parties*. The nature of the tasks to be performed, the breakdown of responsibilities between the *Parties* and the estimated budget are defined in the *Work plan.* The *Work plan* is structured in different *work packages* (*WP*) led by a *Work package Leader* (*WPL*). Each *WP* is subdivided in different tasks led by a *Task Leader* (TL). The list of the *WP*, tasks and respective initial *WPLs* and *TLs* are presented in Annex B.
2) All *Parties* are responsible for reading the e-mails sent by the *TLs/WPLs* and meeting with the deadlines of the actions requested. The absence of feedback from the Parties on due time will be considered as acceptance of the information provided. The responsibilities of all *Parties* are the following:
    a) execute all the work necessary to achieve the objectives of the different tasks under the management of the *TLs/WPLs,*
    b) provide the *TLs/WPLs* with regular activity reports, meeting the deadlines established by the *TL/WPLs* or indicated in the *Work plan*,
    c) provide upon request financial data to the *Coordinator* and/or the *WPL/TL* involved.
3) The *WPL* shall:
    a) manage the whole *WP* in coordination with the different *TLs* and ensure full coverage of the *WP* activities,
    b) assist the *Parties* in performing their respective activities in the *WP*,
    c) coordinate the *WP* activities with the other *WPLs* in order to develop a coherent working methodology and to avoid overlapping of work,
    d) provide the *Coordinator* with regular activity reports, collecting the information from the different *TLs* involved in the *WP* and meeting the deadlines established by the *Coordinator* or indicated in the *Work plan,*
    e) provide upon request financial data to the *Coordinator.*
4) The responsibilities of the *TLs* are the following:
    a) manage the task in coordination with the *WPL* and ensure full coverage of the task activities,
    b) assisting the *Parties* in performing their respective activities within the task,
    c) coordinate the task activities with the other *TLs* and *WPLs* in order to develop a coherent working methodology and avoid overlapping of work,
    d) provide the *WPL* with regular activity reports, meeting the deadlines established by the *WPL* or indicated in the *Work plan*,
    e) provide upon request financial data to the *Coordinator* and/or the *WPL.*
5) The transfer of responsibility for WP and task leadership may be done by mutual consent of the *Party* leaving the WP/task responsibility, and the *Party* taking in charge the WP/task responsibility. Transfer of WP/task responsibility shall be approved by the NSC upon proposal of the *Coordinator* and according to the provisions defined in the article IV of this Consortium Agreement. The *Party* taking in charge the WP/task responsibility must prove to the *Consortium* its capacity to dedicate the human, financial and intellectual resources necessary to assume its new role. Re-allocation of WP/task responsibilities should be associated with re-allocation of the budget. Changing in the WP/Task content and in the planning could also be necessary.

ARTICLE VI: FINANCIAL MANAGEMENT

I. Funding principles

The financial contribution of the *European Commission* to the ENM II project shall be distributed by the *Coordinator* according to:

- the *Consortium* Budget as included in the *Work plan*
- the approval of reports by the *European Commission*, and
- the provisions of payment, article VI-section III

The budget indicated in the *Work plan* is an indicative budget that could be adjusted with the sequence of the activities regarding the *Initiative* and the costs really spent by the *Parties.*

- A *Party* which spends less than its allocated budget share will be funded in accordance with its actual duly justified eligible costs only.
- A *Party* that spends more than its allocated budget share will be funded only in respect of duly justified eligible costs up to an amount not exceeding the contribution related to that share as defined in Annex I of the Grant Agreement (DoW).

Notwithstanding the previous paragraph, if at the end of the project, *Party(ies)* spent less than their allocated budget share, the residual amount can be distributed to the Beneficiaries that have spent more than their allocated share of the Consortium Budget, provided that the surplus is included in the eligible costs accepted by the *European Commission* and they have duly justified the discrepancy with the planned costs.

II. Financial planning and reporting data

(1) At each contractual interim reporting period (18 month, 36 month and final), the *Parties* must provide the *Coordinator* with all relevant, accurate financial data and documents that could be requested to follow-up the budget of the *Initiative* and to respect the financial obligations of the *Contract*, within the deadlines established by the *Coordinator*.

(2) Each *Party* shall be solely liable for its financial data.

(3) No other *Party*, including the *Coordinator* or their representatives acting within the scope of this *Consortium Agreement* may change these data without express written permission of the *Party* concerned.

(4) To monitor carefully the financial accounting of the project, the *Coordinator* will be responsible for organising internal financial reporting based on Excel spreadsheets every 9 months. The *Parties* commit to provide financial data to the *Coordinator* at the requested deadline.

III. Payments

1) The *Coordinator* shall manage the distribution of the pre-financing and final payments from the *EC* to the *Parties* up to a maximum of the payments received by the *Coordinator* from the *EC*, on behalf of the *Consortium,* minus the part due to the *Coordinator* itself. The payment schedule, which contains the transfer of pre-financing and interim payments to *Parties*, will be handled according to the following:
   - The *European Commission* holds a 5% (of the total funding) Guarentee Fund that is paid and subsequently distributed by the *Coordinator* to the *Parties* after the acceptance of the final report of the project.
   - The *European Commission* holds a 10% (of the total funding) Security fund that is paid and subsequently distributed by the *Coordinator* to the *Parties* after the acceptance of the final report of the project.

- Interim payments shall be made as project-related costs are declared and justified by each *Partie* up to 85% of the negotiated and contracted budget.

2) Funding of costs included in the *Work plan* will be paid to *Parties* after receipt from the *European Commission* without undue delay and in conformity with the provisions of Annex II of the *European Commission*-Grant Agreement.
3) Costs accepted by the *European Commission* will be paid to the *Party* concerned, taking into account the amounts already paid for the reporting period concerned
4) The pre-financing is payed upon submission of the signed Bank detail Form.
5) To the extent that serious concerns regarding the financial soundness of one or several *Parties* exist, the *Coordinator,* with the approval from the NSC has the authority to require appropriate letter of comfort to prove that the corresponding *Party* is able to fulfil the financial obligations with regard to the *Contract* and this *Consortium Agreement*. In case of disagreement on the appropriateness of documentation provided, the parties involved shall inform the *EC* or a mutually agreed neutral third party to advice on or settle the dispute. Until this provided, the *Coordinator* is entitled to refuse the disbursement of the financial contributions of the *EC* to the *Party*.

Furthermore, the *Coordinator* has the right to retain any payment if a *Party* is late in submitting or refuses to provide deliverables and reports that must be provided in the frame of the *Initiative* until the forthcoming meeting of the NSC during which the particular case of this *Party* shall be discussed. In case of *Force majeure* causing delay or impossibility to fulfil the aforementioned obligations the *Coordinator* does not have an immediate right to refuse disbursement but an equitable solution shall be found.

ARTICLE VII: CONFIDENTIALITY

1) Each *Party* agrees to keep confidential all written information received in the framework of the *Initiative* and its preparation, especially referring to business data, including information on projects, whether or not explicitly indicated to be confidential. Furthermore each *Party* agrees to keep confidential all information and documents that are orally received in the framework of the Initiative and its preparation which are in written indicated to be "confidential" within 15 days after oral disclosure. The above shall not apply for disclosure or use of confidential information, if and in so far as the *Party* can show that:
   a) The confidential information becomes publicly available by means other than a breach of the *Party's* confidentiality obligations;
   b) The disclosure is due to national law or court order.
2) Each *Party* agrees to exercise the same degree of care in preventing the disclosure of information as it does in protecting its own information. Each *Party* ensures that its employees are under the obligation to keep any relevant information on other *Parties* confidential.
3) Furthermore, the receiving *Party*, is forbidden to use any confidential information, especially information which is marked as confidential for a different purpose that those foreseen in the frame of the *Initiative* and not to file for intellectual property protection for these.

ARTICLE VIII: INTELLECTUAL PROPERTY RIGHTS

1) The *Parties* agree to respect their individual Intellectual Property Rights.

2) The Intellectual Property Rights related to any development - such as (but not exclusively), Intranet and Extranet Website, Electronic submission and evaluation information system - produced by one *Party* in the course of carrying out work within the ENM II project belongs to this *Party* regardless of contribution coming from any other *Party*.
3) Access-rights to Foreground and Background needed for the performance of the project shall be granted on a royalty-free basis for the project duration with respect to Background.
4) The access rights for using the project's internet and intranet pages will be decided as well as who it will be granted to by the NSC
5) Access-rights to Foreground and Background both needed for Use shall be granted upon bilateral agreement between the *Parties* concerned. Access-rights to Knowledge shall be granted on preferential conditions, Access-rights to Background shall be granted on Fair and Non-discriminatory Conditions.
6) *Parties* joining the *Consortium* after the date of the *Contract* will be granted the Access rights as from the date of their signature of the Declaration of Accession. *Defaulting Parties* are obliged to continue to grant Access-rights pursuant to the *Contract* and this *Consortium Agreement*, but the Access-rights granted to the *Defaulting Party* pursuant to this *Consortium Agreement* shall cease immediately upon termination of the participation of the *Defaulting Party* in the *Contract*. Any *Party* leaving voluntarily from the *Consortium* has access to Knowledge as this exists at the date of the membership expiration of the *Consortium*. Any *Party* eliminated by decision of the Network Steering Committee does not have any access to Knowledge

ARTICLE IX: TERMINATION OF CONSORTIUM MEMBERSHIP

1) In the case a *Party* would like to withdraw from the Initiative, that *Party* shall do its utmost to limit the consequences for the *Initiative*.
2) A *Party* leaving the *Consortium* shall refund all advances paid to it except the amount of expended eligible costs accepted by the *European Commission*. Furthermore a *Defaulting Party* shall, within the limits specified in this *Consortium Agreement*, bear any additional costs occurring to the other *Parties* in order to perform its and their tasks.
3) A *Party* can be declared to be a *Defaulting Party* if it does not fulfil deliberately or acting in gross negligence its obligations under this agreement and/or the *Contract*. The NSC can declare a *Party* to be in default following the procedure under ARTICLE IV of this *Consortium Agreement*. The country of the *Defaulting Party* does not take part in the vote.
4) In case of withdrawal of a *Party* under this article, the *Defaulting Party*:
    a) shall not be relieved from its responsibilities under this *Consortium Agreement* or the *Contract* in respect of that part of that *Party*'s work on the *Initiative* that has been carried out (or which should have been carried out) up to the date of withdrawal
    b) shall not be relieved from any of its obligations or liabilities arising out of its activities under this *Consortium Agreement*
5) The withdrawal of a *Party* will not lead to the automatic termination of this *Consortium Agreement.*

ARTICLE X: NEW PARTIES

1) The integration of new members to the *Consortium* shall be approved by the NSC according to the provisions defined in the article IV of this *Consortium Agreement* and subject to the

agreement of the *EC*. The new members must accept the conditions of this *Consortium Agreement* and enter into the *Consortium Agreement* as a new *Party*.

2) The integration of new *Parties* is submitted to the preliminary acceptance and signature of the *Consortium Agreement* by their relevant authority.
3) The admission of new *Parties* does not affect this *Consortium Agreement* itself.
4) *Partner* countries not bound by the *EC* Grant Agreement might attend the NSC meetings as observers, on invitation of the consortium. They will not have voting rights and they will respect the confidentiality rules described in the article VII of this *Consortium Agreement*.

ARTICLE XI: ENTRY INTO FORCE OF THE CONSORTIUM AGREEMENT, DURATION AND TERMINATION

I. Entry into force

This *Consortium Agreement* shall enter into force as of the date of signature by the *Parties* but shall have a retroactive effect as from November 1st 2012 (*the effective date*).

II. Accession

An entity becomes a *Party* to this *Consortium Agreement* upon signature of this *Consortium Agreement* or the *Accession Document*, as applicable, by a duly authorised representative of such entity.

A third party shall become a new *Party* to this *Consortium Agreement* upon signature of the "*Accession document*" (**Annex C)** by itself and the *Coordinator*. Such accession shall have effect from the date identified in the *Accession document*.

The non signature by one *Party* of the Grant Agreement at the end of the negotiation phase will lead to the withdrawal of the *Party* from the *Consortium Agreement*.

III. Duration and termination

This *Consortium Agreement* shall continue in full force and effect from its Effective Date until complete fulfilment of all obligations undertaken by the *Parties* under the *Contract* and under this *Consortium Agreement* (expected duration 48 months). However, this *Consortium Agreement* or the participation of a *Party* to it may be terminated in accordance with the terms of this *Consortium Agreement* and Annex II of the EC-GA (Article II.37. and II.38.).

If the *European Commission* does not award the *Contract* or terminates the *Contract* or a *Party*'s participation in the *Contract*, this *Consortium Agreement* shall automatically terminate in respect of the affected *Party*, subject to the provisions surviving the expiration or termination under Section 3 of Article XI of this *Consortium Agreement*.

ARTICLE XII: APPLICABLE LAW

This *Consortium Agreement* shall be governed by the law of Belgium as in the *Contract*, Article 9.

ARTICLE XIII: SETTLEMENT OF DISPUTES

All disputes arising out of or in connection with this *Consortium Agreement* which cannot be solved amicably, shall be solved by mediation. In case a dispute cannot be solved by mediation, the dispute will be settled by one of the two following measures as shall be agreed by the *Parties* to the dispute:

I. Ad hoc Commissions

An impartial ad hoc Commission shall be established by the NSC consisting of an equal number of *Work Package Leaders* and other *Parties*. *Parties* involved in the dispute cannot take a place in the ad hoc Commission to settle the dispute.

The *Parties* involved in the dispute can state their case to the ad hoc Commission. The Commission will make an impartial ruling in the dispute.

The ad hoc Commission will decide by vote, each member of the ad hoc Commission has one vote. A decision can only be made by a 2/3 majority.

For the avoidance of doubt, if this *Consortium Agreement* has already been terminated, then the ad hoc commission mechanism described above shall not be available to resolve a dispute between parties.

II. Arbitration

Arbitration shall be made in Brussels under the rules of arbitration of the International Chamber of Commerce as in effect on January 1st, 2012. In any arbitration in which there are three arbitrators, the chairperson shall be of juridical education.

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

The language of arbitration shall be English. *Parties* shall bear the costs for arbitration as decided in the arbitration award.

Nothing in this *Consortium Agreement* shall limit the *Parties*' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

However, should any *Party* (e.g. a Public Body) show that certain provisions of its national law prevents it from submitting the relevant dispute to mediation/ arbitration, then the concerned *Parties* will submit the dispute to the Courts of Brussels

ARTICLE XIV: Language

This *Consortium Agreement* is drawn up in English, which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

ARTICLE XV: Entire Agreement – Amendments / Severability

1) Should any provision of this *Consortium Agreement* prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this *Consortium Agreement*.
2) This *Consortium Agreement* and the *Contract* constitute the decisive agreements determining rights and obligations of the *Parties* in respect of the *Initiative*, and supersede all previous negotiations, commitments and writings concerning the *Initiative* including any memorandum of understanding between the *Parties* which relate to the *Initiative* or its *Proposal* to the *EC*.
3) Major amendments or changes to this *Consortium Agreement* shall be valid only if made in accordance with ARTICLE IV of this contract in writing and signed by an authorised signatory of each of the *Parties*. However:

a) the change of NSC members, the revision of the technical and financial provisions defined in the *Work plan*,

b) the withdrawal of one or several *Parties*,

c) the integration of new *Parties*

do not entail the cancellation of this *Consortium Agreement* and do not request an amendment of it signed by the authorized signatory of each of the *Parties.*

SIGNATURES (1)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*

Agence Nationale de la Recherche (ANR)

Signature

Name and title
Date

For Partner No. 2

Agentschap Voor Innovatie Door Wetenschap En Technologie (IWT)

Signature

Name and title
Date

SIGNATURES (2)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 3
Agence Nationale de la Recherche (ANR)	**Service public de Wallonie (SPW-DGO6)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (3)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 4
Agence Nationale de la Recherche (ANR)	**Bundesministerium für Bildung und Forschung (BMBF)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (4)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*

Agence Nationale de la Recherche (ANR)

Signature

Name and title
Date

For Partner No. 5

VDI Technologiezentrum GmbH (VDI)

Signature

Name and title
Date

SIGNATURES (5)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 6
Agence Nationale de la Recherche (ANR)	**The Icelandic Centre for Research (RANNIS)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (6)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 7
Agence Nationale de la Recherche (ANR)	**Chief Scientist Office Ministry Of Health (CSO-MOH)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (7)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*

Agence Nationale de la Recherche (ANR)

Signature

Name and title
Date

For Partner No. 8

Ministero Della Salute (IMH),

Signature

Name and title
Date

SIGNATURES (8)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 9
Agence Nationale de la Recherche (ANR)	**Regione Del Veneto (VED)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (9)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 10
Agence Nationale de la Recherche (ANR)	**Veneto Nanotech Scpa (VN)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (10)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 11
Agence Nationale de la Recherche (ANR)	**Latvijas Zinatnu Akademija (LAS)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (11)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 12
Agence Nationale de la Recherche (ANR)	**Lietuvos mokslo taryba (RCL)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (12)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 13
Agence Nationale de la Recherche (ANR)	**Norges Forskningsrad (RCN)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (13)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*

Agence Nationale de la Recherche (ANR)

Signature

Name and title
Date

For Partner No. 14

Narodowe Centrum Badan i Rozwoju (NCBR)

Signature

Name and title
Date

SIGNATURES (14)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*

Agence Nationale de la Recherche (ANR)

Signature

Name and title
Date

For Partner No. 15

Fundação para a Ciência e a Tecnologia (FCT)

Signature

Name and title
Date

SIGNATURES (15)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 16
Agence Nationale de la Recherche (ANR)	**Autoritatea Nationala Pentru Cercetare Stiintifica (ANCS)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (16)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 17
Agence Nationale de la Recherche (ANR)	**Unitatea Executiva pentru Finantarea Invatamantului Superior, a Cercetarii, Dezvoltarii si Inovarii (UEFISCDI)**
Signature	Signature
Name and title Date	Name and title Date

SIGNATURES (17)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*

Agence Nationale de la Recherche (ANR)

Signature

Name and title
Date

For Partner No. 18

Instituto de Salud Carlos III (ISCIII)

Signature

Name and title
Date

SIGNATURES (18)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*	For Partner No. 19
Agence Nationale de la Recherche (ANR)	**Vetenskapsradet - Swedish Research Council (SRC)**
Signature	Signature
Name and title Date	Name and title Date

REGIONE DEL VENETO giunta regionale UNITÀ DI PROGETTO RICERCA E INNOVAZIONE

SIGNATURES (19)

AS WITNESS the Parties have caused this Consortium Agreement to be duly signed by their undersigned authorised representatives, each *Party* signing on a separate page, next to the *Coordinator* who guarantees the integrity of the text.

For the *Coordinator*

Agence Nationale de la Recherche (ANR)

Signature

Name and title
Date

Schweizerischer Nationalfonds zur Förderung der wissenschaftlichen Forschung (SNSF)

Signature

Name and title
Date

For Partner No. 20

ANNEX A: composition of the NSC

N°	Country-Region	Organisation	Member	Mandated member
1	France	The French National Research Agency (ANR)	Natalia Martin	Mariana Lassalle
2	Flanders region	Agentschap Voor Innovatie Door Wetenschap En Technologie (IWT)	Dirk Veelaert	Katrien Swerts
3	Wallonia (Belgium)	Service public de Wallonie (SPW-DGO6)	Pierre Villers	Baudouin Jambe Nicolas Delsaux
4	Germany	Federal Ministry of Education and Research (BMBF)	Herbert Zeisel	Frank Wolf, Olaf Rotthaus
5	Germany	VDI Technologiezentrum GMBH (VDI)	Olaf Rotthaus	Marie-Therese Kuhnert
6	Iceland	The Icelandic Centre for Research (RANNIS)	Katrin Valgeirsdottir	Elisabet Andresdottir
7	Israel	The Chief Scientist Office, The Ministry of Health (CSO-MOH)	Benny Leshem	Irit Allon
8	Italy	Ministero Della Salute (IMH)	Guglielmi Gaetano	Gramatica Furio
9	Veneto region (Italy)	Regione del Veneto, Project Unit Research And Innovation(VED)	Caterina De Pietro	Francesco Chiggiato
10	Italy	Veneto Nanotech SCPA (VN)	Nicola Trevisan	Giorgia Merlin
11	Latvia	The Latvian Academy of Sciences (LAS)	Yuri Dekhtyar,	Dace Tirzite
12	Lithuania	Research Council of Lithuania (RCL)	Ricardas Rotomskis	Juozas Lapienis
13	Norway	NORGES FORSKNINGSRAD (RCN)	Anne Kjersti Fahlvik	Vidar Skagestad
14	Poland	National Centre for Research and Development (NCBR)	Anna Ostapczuk	Aleksandra Mościcka-
15	Portugal	Fundação para a Ciência e a Tecnologia, Portugal (FCT)	Cristiana Leandro	Anabela Isidro
16	Romania	National Authority for Scientific research (ANCS)	Elena Dinu	Ioana Ispas
17	Romania	Executive Agency of Higher Education, Research, Development and Innovation Funding (UEFISCDI)	Adrian Curaj	Mihaela Manole
18	Spain	Instituto de Salud Carlos III (ISCIII)	Rafael De Andres Medina	Ignacio Baanante
19	Sweden	The Swedish research Council (SRC)(Vetenskapsrådet)	Johan Nilsson	Catharina Larsson
20	Switzerland	Swiss National Fund (SNF)	Aysim Yilmaz	Christoph Meier

ANNEX B: Work Packages and Tasks leaders

Work Packages /Tasks	Name	Ccountry-region (Leader organization)	Partner n°
WP1	**Management**	**France (ANR)**	**1**
Task 1.1	Establishment of the management structure	France (ANR)	1
Task 1.2	Administrative, legal and financial management of the project	France (ANR)	1
Task 1.3	Project management	France (ANR)	1

WP2	**Joint funding activities in nanomedicine**	**Italy (VN)**	**10**
Task 2.1	Definition of strategic priorities for JTC2015 and JTC2016	Iceland (RANNIS)	6
Task 2.2	Foster the participation of young researchers	France (ANR)	1
Task 2.3	Design of the procedures and preparation of the Joint Transnational Calls documents	Spain (ISCIII)	18
Task 2.4	Setting-up of the call office	Italy (VN)	10
Task 2.5	Implementation of the joint transnational calls and the follow-up of the funded projects by the JCS according to the procedures	Italy (VN)	10

WP3	**Regulatory Affairs, Ethical and Safety Issues**	**Germany (VDI)**	**5**
Task 3.1	Training on regulatory affairs for EuroNanoMed II funded researchers	Germany (VDI)	5
Task 3.2	Framing nanomedicine ethical issues	Israel (CSO-MOH)	7
Task 3.3	Expert dialogue and Coordinators' training on regulatory affairs in nanomedicine	Germany (VDI)	5
Task 3.4	Framing nanomedicine safety issues	Italy (VN)	10

WP4	**Communication and Dissemination**	**Israel (CSO/MOH)**	**7**
Task 4.1	Website	Lithuania (RCL)	12
Task 4.2	Communication and relation with similar initiatives	Poland (NCBR)	14
Task 4.3	Dissemination of results from the ERA-NET	Israel (CSO/MOH)	7
Task 4.4	Introduction of pivotal issues on nanomedicine to the general public	Israel (CSO/MOH)	7

WP5	**Monitoring and optimisation of activities**	**Portugal (FCT)**	**15**
Task 5.1	Choice of indicators as a key to assess EuroNanoMed II	Portugal (FCT)	15
Task 5.2	Monitoring of EuroNanoMed II: needs and expectations	Portugal (FCT)	15
Task 5.3	Monitoring of ENM funded projects	Wallonia (SPW-DGO6)	3

WP6	**Strategic Research and Cooperation Agenda**	**Spain (ISCIII)**	**18**
Task 6.1	Update and complement information on national strategies and programmes for nanomedicine	Romania (UEFISCDI)	17
Task 6.2	Strategic Agenda for EuroNanoMed II from present to future	Sweden (SRC)	19
Task 6.3	Develop a cost model for maintenance of a collaboration network for RTD funding in nanomedicine	Flanders region (IWT)	2
Task 6.4	Long-term cooperation framework for continued joint RTD funding in nanomedicine	Spain (ISCIII)	18

ANNEX C: Consortium Agreement Accession document

ACCESSION OF A NEW *PARTY* TO FP7/EURONANOMED II CONSORTIUM AGREEMENT, VERSION *[..., YYYY-MM-DD]* (under EC-GA N° 321570)

[*OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE GRANT AGREEMENT]* hereby consents to become a *Party* to the Consortium Agreement identified above and accepts all the rights and obligations of a *Party* starting [date].

[*OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE GRANT AGREEMENT*]
hereby certifies that the Consortium has accepted in the meeting held on [date] the accession of [the name of the new *Party*] to the Consortium starting [date].

This Accession document has been done into two (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)