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# DELIVERABLE

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## SERA Data Management Plan (Preliminary Version)

<b>Work package</b>	WP2: Communication, Outreach, Dissemination
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## Summary

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This is a preliminary version of the SERA Data Management Plan (DMP), which is being developed as part of Task 2.5 (Dissemination and Exploitation of Results). The final version of the DMP will be submitted at the end of the project (April 2020, month 36). Following discussions with the EC Office, this preliminary version of the DMP focuses on the handling of data generated through the Transnational Access (TA) activities, and summarises the approach that is currently being followed for the other activities in SERA (i.e. NA, JRA and VA).

## 1 What is a Data Management Plan?

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SERA is participating in the Open Research Data Pilot, which is part of the Open Access to Scientific Publications and Research Data programme in H2020. According to the guidelines, projects participating in the pilot will need to develop a Data Management Plan (DMP). The DMP describes the data management life cycle for data to be collected, processed and/or generated within the project.

There is a Horizon2020 template for the DMP that includes sections on: Data Summary, FAIR (Findable, Accessible, Interoperable, Re-useable) Data, Allocation of resources, Data security, Ethical aspects.

The main issues that need to be addressed in the DMP to adhere to the FAIR principles include:

- Use of metadata and standards for interoperability.
- Application of DOIs to all data and data products.
- Data policy outlining access rights and restrictions, licensing, data quality assurance.

## 2 Transnational Access (TA)

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The Transnational Access activities (TA1-10) offer a combined and integrated access to the largest collection of high-class experimental facilities for earthquake engineering in Europe – and worldwide – including the reaction walls, shaking table, bearing testing facilities and centrifuges, to two facilities for integrated studies on geotechnical site effects and engineering seismology, and to a unique infrastructure in Europe for array seismology. The output of the TA1-9 activities will provide new experimental data and calibrations for the SERIES databases assembled in NA4 (see Section 3).

A template Transnational Access User Agreements related to the handling of data has been drafted by Eucentre (see Annex I of this report) and so far 7 TA facilities (University of Cambridge, AUTH/Euroseistest, University of Bristol, LNEC, JRC, Eucentre and Strulab/University of Patras) have already signed the agreement with a number of parties (see Table 1). Three parties (IZIIS, ETH and CEA) are currently negotiating agreements with a number of access parties and they are expected to be signed soon. One party (NORSAR) will not use the User Agreement for their Transnational Access activities as the main focus is on hosting of researchers for a period of one month. The research visitors are instead provided Appendix II of the User Agreement, which is an extract of Grant Agreement NO. 730900 with the European Commission (see Annex I).

In this template, data generated in the project is covered by the term 'Foreground' which is defined as: *Named "Results" in the EC GA, means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.* Information, copyrights and other intellectual property rights held by the Party prior to signing the TA Use Agreement are instead referred to as 'Background'.

The main clauses that refer to 'Foreground' are within Article 6 (joint ownership, transfer of Foreground, and Dissemination), Article 7 (access rights), Attachment 3 (foreground transfer to third parties) as well as Appendix II, which is an extract of Grant Agreement NO. 730900 with the European Commission (see Annex I). It is noted that the extract of the Grant Agreement specifically deals with issues related open access to data, whereby it is stated that digital research data generated in the action must be deposited in a research data repository allowing third parties to access, mine, exploit, reproduce and disseminate data and metadata. None of the agreements include Attachment 3 (i.e. no transfer of foreground to third parties was foreseen in any of the agreements) and most of the parties have used the template agreement without making any changes, however Table 2 below summarises the changes that have been made to the template in a number of the signed User Agreements.

Table 1. Summary of the TA User Agreements that have been signed to date

Between	and
Cambridge University	<ul style="list-style-type: none"> <li>- Università di Roma Niccolò Cusano</li> <li>- University of Napoli Federico II – Department of Civil, Architectural and Environmental Engineering</li> <li>- University of Napoli Parthenope – Department of Engineering</li> </ul>
AUTH – Euroseistest and Europroteas	<ul style="list-style-type: none"> <li>- Dipartimento di Ingegneria Civile, Edile e Ambientale, Università di Napoli Federico II</li> <li>- University of Ljubljana, Faculty of Civil and Geodetic Engineering</li> <li>- Centralesupelec</li> </ul>
University of Bristol, UK	<ul style="list-style-type: none"> <li>- Roma Tre University</li> <li>- Politecnico di Bari</li> <li>- University “G. D’Annunzio” of Chieti-Pescara</li> <li>- Swiss Federal Institute of Technology</li> <li>- National University of Athens</li> </ul>
Laboratório Nacional de Engenharia Civil, I.P.	<ul style="list-style-type: none"> <li>- Department of Structural and Geotechnical Engineering of the University of Roma “ La Sapienza”</li> <li>- Università degli Studi di Genova</li> </ul>
The Joint Research Centre of the European Commission	<ul style="list-style-type: none"> <li>- Politecnico di Milano – Department of Civil and Environmental Engineering</li> </ul>
EUCENTRE	<ul style="list-style-type: none"> <li>- Middle East Technical University</li> <li>- University of Granada</li> </ul>
Structures Laboratory of the University of Patras	<ul style="list-style-type: none"> <li>- Cyprus University of Technology</li> <li>- University of Liege</li> </ul>

Table 2. Modifications to the User Agreement template provided in Annex I in some of the signed agreements

User Agreement Parties	Original Clause	Modified Clause
Between: University of Bristol And 1) Roma Tre University 2) University “G. D’Annunzio” of Chieti-Pescara 3) Swiss Federal Institute of Technology	Article 6 The Foreground is owned by the Party of this TA Use Agreement carrying out the work generating the Foreground.	Article 6 Results are owned by the Party that generates them.
Between: University of Bristol And 1) National University of Athens	Article 6 The Foreground is owned by the Party of this TA Use Agreement carrying out the work generating the Foreground.	Article 6 The Foreground is owned by the Party that generates them.

<p>Between University of Bristol And 1) Roma Tre University 2) Politecnico di Bari 3) University “G. D’Annunzio” of Chieti- Pescara 4) National University of Athens 5) Swiss Federal Institute of Technology</p>	<p>Article 6.3.1 Publication The User Groups shall make suitable publicity in their publications...</p>	<p>Article 6.3.1 Publication Both the User group and the Access provide shall make suitable publicity in their publications...</p>
<p>Between University of Bristol And 1) Roma Tre University 2) Politecnico di Bari 3) University “G. D’Annunzio” of Chieti- Pescara 4) National University of Athens 5) Swiss Federal Institute of Technology</p>	<p>Article 6.3.1 Publication Prior notice of any planned publication shall be made to the other Party 45 days before the publication. Any objection to the planned publication shall be made in accordance with the EC GA in writing to the Coordinator of the SERA project and to the other Party within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.</p>	<p>Article 6.3.1 Publication The research outcomes, data, methods, procedures, products and tools produced in the framework of the Transnational Access including preparations, testing and post- processing shall be published as a joint outcome between the two collaborating Parties. Authors and co- authors names, their respective order as well as the content of the publication and the journal or conference to be submitted to shall be agreed between the two Parties. In case the two Parties are not able to agree on the above, objection shall be made in accordance with the EC GA in writing to the Coordinator of the SERA project and to the other Party within thirty (30) days from the day of dispute. If no objection is made within the time limit stated above, the publication shall be deemed as permitted.</p>
<p>Between University of Bristol And 1) Roma Tre University 2) Politecnico di Bari 3) University “G. D’Annunzio” of Chieti- Pescara 4) National University of Athens 5) Swiss Federal Institute of Technology</p>	<p>Article 6.3.1 Publication An objection may be justified if – the publication contains Confidential Information; or – the protection of the objecting Party's Foreground or Background is adversely affected.</p>	<p>Article 6.3.1 Publication An objection may be justified if – the publication contains Confidential Information; or – the protection of the objecting Party's Foreground or Background is adversely affected. – the publication does not accurately reflect the contribution of each Party either individually (i.e., with respect to specific authors) or as a whole.</p>

### 3 NA, JRA and VA

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The Networking Activities (NA1-5) are geared towards improving the availability and access to data. They focus on networking the consortium participants to promote mutual co-ordination and the pooling of resources and explore new domains and services to be included in the operational phase of EPOS. NA1 continues and expands the networking of the seismo@school programs, increasing the European teacher network and the number of countries involved; NA2 increases access to seismological infrastructures to monitor, assess and prevent earthquake hazards; NA3 develops the networking and roadmap required to secure archival of European active seismology experiments and the required access service; NA4 networks the earthquake engineering experimental facilities to provide access to the databases of experimental testing results and fragility analyses collected during the SERIES project; NA5 develops a European strategy and standards for site, station and soil characterization. NA3-5 include a final one-year pre-operational phase to validate service access and compatibility with EPOS. Some of the output of the NA activities feed directly into the offered VA (see below), e.g. NA2 into VA1 and NA5 into VA4.

The Joint Research Activities (JRA1-6) develop the new European standards in areas of key importance for the optimal use of the data collected by the European infrastructures: JRA1 and JRA2 integrate multi-parameter data from regional networks, Near-Fault Observatories, anthropogenic seismicity episodes and fault stimulation experiments, with the goal of improving the physical and statistical understanding of earthquake initiation and rupture dynamics processes; JRA3 and JRA4 establish the new standards in earthquake hazard and risk assessment for the European-Mediterranean region; JRA5 develops a new generation of innovative testing technologies for enhanced resilience of systems and communities against earthquake hazards; JRA6 establishes an integrate software prototype to harmonize and improve the timeliness and accuracy of the shaking and damage assessment during sequences of natural and induced earthquakes. The output of the JRA activities will feed directly in the offered VA and TA access, specifically JRA1 and JRA2 in VA5, JRA3 and JRA4 in VA4, JRA5 in TA1-8.

The Virtual Access activities (VA1-5) ensure the provision of the main European services for virtual access to data and products for seismology and engineering seismology: access to parametric data and earthquake products (AA1, EMSC); access to seismic waveform data (VA2, ORFEUS/KNMI); integrated access to data and services for engineering seismology, including (i) the ESM European Strong Motion database, (ii) the AHEAD European Archive of Historical Earthquake Data, and (iii) the EDSF European Database of Seismogenic Faults (VA3, INGV); access to earthquake hazard and risk tools and products (VA4, EFEHR/ETH); access to episodes of anthropogenic seismicity, software and hazard estimates (VA5, IGPAS).

Given the fact that the majority of the NA and JRA activities feed directly into the VAs (as described above), the current strategy has been to focus DMP efforts on the VAs. Draft Initial DMPs (following the Horizon2020 template) have been drafted for all VAs, in coordination with EPOS-IP, given that all of the VA services are covered within EPOS-IP. These initial draft DMPs can be provided upon request. The final DMPs for the 5 VAs will only be completed by the end of the project, should this be requested by the EC Officer.

### 4 Annex I: Template TA User Agreement and Appendices

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***Seismology and Earthquake  
Engineering Research  
Infrastructure Alliance for Europe  
– SERA –***

H2020-EU.1.4.1.2. - Integrating and opening existing national and regional research infrastructures of European interest

INFRAIA-01-2016-2017 - Integrating Activities for Advanced Communities

***Transnational Access User  
Agreement***

## TRANSNATIONAL ACCESS USER AGREEMENT

THIS TRANSNATIONAL ACCESS (TA) USER AGREEMENT, hereinafter referred to as "TA Use Agreement" is made on **17 OCTOBER 2017**, hereinafter referred to as "Effective Date", within the framework of Grant Agreement No. 730900 with the European Commission (hereinafter referred to as EC GA)

BETWEEN:

### **[Access Provider]**

SERA Project Beneficiary as a Transnational Access Provider, hereinafter referred to as "Access provider",  
**VAT number and Fiscal Code xxxxx, main office in xxxxxx, represented by xxxxxxxx, born in xxxx, on xxxx,**  
**as its Legal representative**

and

### **[User Group Leader Organization]**

**[address, city, name, VAT number, etc.]**

**hereinafter referred to as User Group and duly representing for the purposes hereof the Team of Users  
proposing the TA Use project described in Appendix I  
represented for the purposes hereof by xxxxxxxx**

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

relating to the TA Use Project described in Appendix I and titled:

**"[TA Proposal title]"**

herein after referred to as "TA Use Project"

### **PREAMBLE**

WHEREAS:

The User Group, having considerable experience in the field concerned, has submitted a Proposal for the TA Use Project under the SERA project of the INFRAIA-01-2016-2017 -



Integrating Activities for Advanced Communities funded under H2020-EU.1.4.1.2. - Integrating and opening existing national and regional research infrastructures of European interest by the European Community.

The User Group has been selected by the Transnational Access Selection and Evaluation Panel (TA-SEP) of the SERA project.

The User Group intends to perform and execute such TA Use Project according to the terms and conditions of this Transnational Access User Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **PRELIMINARY ARTICLE**

This Transnational Access User Agreement is concluded within the framework of Grant Agreement No. 730900 - Seismology and Earthquake Engineering Research Infrastructure Alliance for Europe – with the European Commission (hereinafter referred to as EC GA). An extract of the EC GA is appended to this Agreement as Appendix II, forming an integral part of it. The term “Beneficiary” of the EC GA is replaced by the term “Access provider”.

## **ARTICLE 1. DEFINITIONS**

*“Background”*: Information held by the Party prior to signing of this TA Use Agreement, as well as copyrights as well as other intellectual property rights pertaining to such information, the application for which has been filed before signing of this TA Use Agreement and which is needed for carrying out the TA Use Project or for using Foreground.

*“Foreground”*: Named “Results” in the EC GA, means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

*“Facilities”*: Those instruments to which the User Group has been awarded access according to Appendix II of this TA Use Agreement for carrying out the proposed work.

*“TA Use Agreement”*: this agreement and its annexes.

*“TA Use Project”*: Project carried out in the framework of this TA Use Agreement as described in

its Appendix I.

*"TA Use Plan"*: The description of the work in Appendix I of this TA Use Agreement, as it may be elaborated further during the course of the work as deemed necessary.

*"Needed". Means:*

- For the implementation of the TA Use Project: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.
- For Use of own Foreground: Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

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

## **ARTICLE 2. PURPOSE**

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

## **ARTICLE 3. ENTRY INTO FORCE, DURATION AND TERMINATION**

### **3.1 ENTRY INTO FORCE**

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

### **3.2 DURATION AND TERMINATION**

This TA Use Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this TA Use Agreement, but not beyond the termination of the EC GA.

If the Commission terminates the EC GA or the Access provider's participation in it, this TA Use Agreement shall automatically terminate, subject to the provisions surviving the expiration or termination under Art. 3.3 of this TA Use Agreement.

In the event the Access provider considers itself unable to fulfil its obligations outlined in Appendix I of this TA Use Agreement for major technical or economic reasons affecting the TA Use Project, it may refer the case to the Transnational Access Selection and Evaluation Panel (TA-SEP) of the SERA project with a notice in writing to the User Group. The TA-SEP may decide to keep this TA Use Agreement in force, or allow its termination, or reallocate the TA Use Project to another beneficiary of the SERA project which provides Transnational Access, subject to the agreement of that beneficiary. In that latter case, this TA Use Agreement will be terminated and a new one will be concluded and signed between the User Group and that other beneficiary of SERA.

### **3.3 SURVIVAL OF RIGHTS AND OBLIGATIONS**

The provisions relating to Access Rights and Confidentiality, for the time mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this TA Use Agreement.

## **ARTICLE 4. RESPONSIBILITIES OF PARTIES**

### **4.1 GENERAL PRINCIPLES**

Each Party undertakes the efficient implementation of the TA Use Project and agrees to cooperate, perform and fulfil, promptly and on time, all of its obligations under this TA Use Agreement and its Appendix I as may be reasonably required from it and in a manner of good faith as prescribed by **Belgian (can be substituted by [Access Provider Country])** law.

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

Each Party shall promptly provide all information reasonably required by the other Party in order to carry out its tasks.

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

### **4.2 BREACH**

In the event the Access provider identifies a material breach by the User Group of its obligations under this TA Use Agreement it shall give written notice requiring that such breach be remedied within 30 calendar days.

If such breach is not remedied within that period or cannot be remedied and the breach is reasonably considered as “substantial” by the Access provider, the latter may propose to the TA-SEP to declare the User Group to be a Defaulting Party and to decide on the consequences thereof, which may include termination of the TA Use Project.

#### **4.3 INVOLVEMENT OF THIRD PARTIES**

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this TA Use Agreement and of the SERA Grant Agreement. It has to ensure that the use of third parties does not affect the rights and obligations of the other Parties under this TA Use Agreement and of the SERA Grant Agreement, including their Access Rights regarding Background and Foreground.

#### **4.4 PROVISION AND USE OF THE FACILITIES**

The Access provider agrees to:

- Provide access to Facilities as needed for the TA Use Project as specified in Appendix I of this TA Use Agreement, for at least the number of Units of Access estimated therein.
- Nominate a Technical Contact, who will be a member of the Access provider staff having knowledge of, and authority for the proper use of the Facilities
- Advise on and supervise the safety of the User Group whilst on Access provider premises.
- Announce to the User Group any few-day-long training course (on the use of the Facilities, advances in seismic testing techniques, good practice in operation of testing facilities, maintenance of lab equipment, seismic qualification of products and systems, etc.) it may offer within the framework of the EC GA after the Effective Date of the TA Use Agreement and have it open to the User Group free of charge.

The User Group agrees to:

- Comply with the terms and conditions of the EC GA.
- Work under the guidance of the Access Provider Technical Contact.

- Follow the safety rules for the Access provider's site and the Facilities as described in the safety briefing to be provided by the Access provider.
- Report to the Access provider on the progress of the work, when requested by the Technical Contact.
- Allow the Access provider, the SERA Project Coordinator and the European Commission to publish details of the User Group (names and institutions of TA Use Teams).
- Disseminate the Foreground in accordance with the EC GA and Art. 6.3 of this TA Use Agreement, in particular by making publications in interim and final public reports (conforming to a common format and uploaded on the SERA web portal) at the Workshops organised in the framework of the SERA project, as well as in journal or conference papers

Appendix I of this TA Use Agreement must include:

- A detailed description of the resources made available by the Access Provider;
- A detailed description of the activities to be carried out by the Parties;
- The detail of the costs covered by the Access Provider and those covered by the User Group (for instance specimen costs related to its construction, material supply, dismantling, etc.)

Appendix I of this TA Use Agreement may include specific agreements for:

- The User Group to deliver the specimens to be tested or parts or components thereof to the premises of the Access provider at the User Group's own expenses and responsibility. In that case, no warranty of any kind is made or implied by the Access provider as to the sufficiency or fitness for purpose of the specimens or parts or components thereof delivered to its premises.
- The User Group to cover whole or part of the construction cost of the specimens to be tested. In that case Appendix I of this TA Use Agreement shall also delineate the responsibilities of the Parties regarding the construction of these test specimens and its supervision.

#### **4.5 TRAVEL AND SUBSISTENCE EXPENSES**

Travel and subsistence of User Groups to the premises of the Access provider for the purposes of

the TA Use Project will be paid by the Access provider according to its own rules and up to a certain ceiling set by it and specified in Appendix I of this TA Use Agreement, depending on the number of days spent at the Access Provider.

The User Group agrees to:

- submit to the Access Provider only those claims for Travel and Subsistence expenses which have been legitimately incurred in connection with the TA Use Project and are not covered from other sources;
- keep expenditures to a reasonable minimum;
- provide proof of expenditures in the form of original receipts, as requested.

The Access provider may arrange to pay travel and subsistence expenditures of the User Group directly to a supplier (e.g., to issue the tickets or settle a hotel bill).

## **ARTICLE 5. LIABILITY TOWARDS EACH OTHER**

### **5.1 NO WARRANTIES**

In respect of any information supplied by one Party to the other under this TA Use Agreement, no warranty or representation of any kind is made, given or implied neither as to the sufficiency or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties.

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

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 Affiliates) exercising its Access Rights.

The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

In agreeing access to the Facilities, each Party acknowledges that this TA Use Agreement provides for the carrying out of experimental research and the use of experimental equipment whose properties and safety may not have been fully established. Therefore specific results or outcomes cannot be guaranteed.

## **5.2 LIMITATIONS OF CONTRACTUAL LIABILITY**

No Party shall be responsible to the other Party for indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts. The exclusion of liability shall not apply in the case of damage caused by a wilful act.

The terms of this TA Use Agreement shall not be construed to amend or limit any Party's non-contractual liability.

The Access provider shall take reasonable care to ensure the safety of the User Group during their access to the Facility, in compliance with the prevailing Health & Safety Regulations. It shall not be held liable for damage or loss sustained by the User Group in connection with the performance of the work under the TA Use project unless the damage or the loss have been caused by the negligence or intentional misconduct of the Access provider or its employees or representatives during the execution of the TA Use project.

## **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 under this TA Use Agreement or from its use of Foreground or Background. Notwithstanding anything to the contrary within this TA Use Agreement, no third party shall be entitled to rely upon or enforce anything contained within this Agreement.

The Access Provider shall not be held responsible for any acts or omissions committed by the User Group in executing the work under the TA Use Agreement nor for any defaults of products or services, if any, created on the basis of Foreground resulting from the TA Use project.

The User Group agrees to indemnify and hold harmless the Access provider in case of any action, complaint or proceeding brought by a third party against it as a result of damage or loss caused, either by act or omission committed by the User Group in executing the TA Use project, or due to defaults of the products or services, if any, created on the basis of the Foreground resulting from the TA Use project.

## **5.4 FORCE MAJEURE**

'Force majeure' means any situation or event that:

- Prevents either party from fulfilling their obligations under the Agreement;
- Was unforeseeable, exceptional situation and beyond the parties' control;

- Was not due to error or negligence on their part (or on the part of third parties involved in the action), and proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure;
- Labour disputes or strikes;
- Financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible. The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

If the consequences of Force Majeure for the TA Use Project are not overcome within forty five (45) days after such notification, the Parties may refer the case to the TA-SEP of the SERA Project, requesting a solution such as those outlined in Sections 3.2 or 4.2.

## **ARTICLE 6 FOREGROUND**

The Foreground is owned by the Party of this TA Use Agreement carrying out the work generating the Foreground.

Regarding Foreground EC GA shall apply with the following additions:

### **6.1 JOINT OWNERSHIP**

Two or more beneficiaries own results jointly if:

- (a) they have jointly generated them and



(b) it is not possible to:

(i) establish the respective contribution of each beneficiary, or

(ii) separate them for the purpose of applying for, obtaining or maintaining their protection

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under this Agreement. Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given:

(a) at least 45 days advance notice and

(b) fair and reasonable compensation.

Once the results have been generated, joint owners may agree (in writing) to apply another regime than joint ownership (such as, for instance, transfer to a single owner (see Article 30 of EC GA) with access rights for the others). The joint owners shall agree on all protection measures and the division of related cost in advance.

## **6.2 TRANSFER OF FOREGROUND**

Each Party may transfer ownership of its own Foreground following the procedures of the EC GA Article 30.

It shall identify any third parties it intends to transfer Foreground to in [Attachment 3] to this TA Use Agreement.

The transferring Party shall, however, ensure that the rights of the other Party will not be affected by such transfer. If the Foreground is jointly owned the transferring Party shall notify the other owning Parties of such transfer.

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice foreseen in the EC GA.

## **6.3 DISSEMINATION**

### **6.3.1 PUBLICATION**

The User Groups have the same rights and obligations in regard to publicity as referred to for the Access provider in the EC GA.

Dissemination activities including but not restricted to publications and presentations shall be governed by Article 16 of the EC GA.

The User Groups shall make suitable publicity in their publications about the support given by the European Community for the access provided to them, by including in all publications or any other dissemination relating to Foreground the following statement:

**“The project leading to this application has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 730900”.**

Prior notice of any planned publication shall be made to the other Party 45 days before the publication. Any objection to the planned publication shall be made in accordance with the EC GA in writing to the Coordinator of the SERA project and to the other Party within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection may be justified if

- the publication contains Confidential Information; or
- the protection of the objecting Party's Foreground or Background is adversely affected.

The objection shall include a precise request for necessary modifications.

If an objection has been raised the Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amending the planned publication and/or by protecting information before publication). If the objection is for the protection of Foreground or Background any delay to publication to allow protection to take place shall be for a maximum of 60 days.

The objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

### **6.3.2 PUBLICATION OF ANOTHER PARTY'S FOREGROUND OR BACKGROUND**

For the avoidance of doubt, a Party may not publish Foreground or Background of the other Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 6.3.1 is considered as an approval.

### **6.3.3 COOPERATION OBLIGATIONS**

The Parties undertake to co-operate to allow the timely submission, examination, publication and

defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

#### **6.3.4 USE OF NAMES, LOGOS OR TRADEMARKS**

Nothing in this TA Use Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the other Party or any of its logos or trademarks without its prior written approval.

### **ARTICLE 7. ACCESS RIGHTS**

#### **7.1 BACKGROUND COVERED**

In accordance with and subject to the provisions of the EC GA, any Party may enter in [Attachment 2] exclusions from the obligation to grant Access Rights to specific Background in accordance with the provisions of this TA Use Agreement. All other Background except that listed in Attachment 2 shall be available for the granting of Access Rights (i.e., licences and user rights) in accordance with the provisions of this TA Use Agreement.

#### **7.2 GENERAL PRINCIPLES**

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

As provided in the EC GA, each Party shall inform the other Party as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the TA Use Project).

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC GA.

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

All requests for Access Rights shall be made to the Party owning the Background or Foreground in writing (including by e-mail with acknowledgement of read receipt) with copy to the Co-ordinator,.

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

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

### **7.3 ACCESS RIGHTS FOR IMPLEMENTATION**

Access Rights to Foreground and Background needed for the execution of own work of a Party under the TA User Project shall be granted by the owner of the Access Rights on a royalty-free basis in so far as free and reasonably able to do so. More specifically, the User Group should always enjoy access rights, on a royalty-free basis, to the background of the access provider and to the foreground, if needed to carry out its own work under the project.

### **7.4 ACCESS RIGHTS FOR USE**

Access Rights to Foreground or Background Needed for Use of a Party's own Foreground shall be granted on fair and reasonable market conditions. A third party shall not be granted direct Access to Foreground generated by other Parties unless those Parties explicitly agree to it.

Access rights to Foreground for internal research activities and teaching shall nevertheless be granted on a royalty-free basis.

### **7.5 ACCESS RIGHTS FOR AFFILIATED ENTITIES**

Affiliated Entities have Access Rights under the conditions of the EC GA.

Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the EC GA or this TA Use Agreement as if such Affiliated Entities were Parties.

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

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

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

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

## **7.6 ADDITIONAL ACCESS RIGHTS**

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

## **7.7 ACCESS RIGHTS AFTER TERMINATION OF THE TA USE AGREEMENT**

### **7.7.1 Defaulting Party**

Access Rights granted to a User Group declared as a Defaulting Party according to Article 4.2 of this TA Use Agreement and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the SERA TA-SEP to terminate this TA Use Agreement.

### **7.7.2 Non-Defaulting Parties**

If this TA Use Agreement is terminated according to its Article 3.2, Parties shall have Access Rights to the Foreground developed until the date of the termination. The time limit for its right to request these Access Rights shall start on the same date.

## **7.8 SPECIFIC PROVISIONS FOR ACCESS RIGHTS TO SOFTWARE**

For the avoidance of doubt, the general provisions for Access Rights provided for in this Article 7 are applicable also to Software.

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

## **ARTICLE 8: NON-DISCLOSURE OF INFORMATION**

User Groups have the same rights and obligations in regard to confidentiality as referred to for the Access provider itself in the EC GA.

All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to the other Party (the "Recipient") in connection with the TA Use Project during its implementation and which has been explicitly marked as "confidential", or, when disclosed orally, has been identified as confidential at the time of disclosure and has been

confirmed and designated in writing within 15 days at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under this TA Use Agreement, for a period of 5 years after the end of the EC GA:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees receiving Confidential Information are under similar obligations to keep such information confidential.

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

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

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the TA Use Project 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 by any person of Confidential Information as soon as practicable 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, such shall not amount to a breach of confidence provided that 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.

The confidentiality obligations under this TA Use Agreement and the EC GA shall not prevent the communication of Confidential Information to the European Commission.

## **ARTICLE 9. MISCELLANEOUS**

### **9.1 ATTACHMENTS, INCONSISTENCIES AND SEVERABILITY**

This TA Use Agreement consists of this body text and:

- [Attachment 1 (List of Contact persons and User Team Members)]
- [Attachment 2 (Specific background access rights exclusions)]
- [Attachment 3 (Foreground transfer to third parties)]
- APPENDIX I: Description of transnational use research project including technical drawings
- APPENDIX II: Extract of the Grant Agreement n. 730900 with the European Commission

In case of conflicts between the Attachments and the body text of this TA Use Agreement, the latter shall prevail, except for the Grant Agreement in Appendix II, which shall prevail on all other documents.

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

### **9.2 NO REPRESENTATION, PARTNERSHIP OR AGENCY**

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this TA Use 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.

### **9.3 NOTICES AND OTHER COMMUNICATION**

Any notice to be given under this TA Use Agreement shall be in writing (including by e-mail with acknowledgement of receipt) to the Parties, specifically to the recipient and the address listed as contact person for the Party in [Attachment 1].

Formal notices. If it is required in this TA Use Agreement (namely in Section 7.7.1 and 9.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by courier or mail with recorded delivery.

Other communication. Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt.

Any change of persons or contact details shall be notified promptly by the respective Party to the other.

#### **9.4 ASSIGNMENT AND AMENDMENTS**

No rights or obligations of the Parties arising from this TA Use Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval except for those third parties listed in Attachment 3, subject to the provisions of the TA Use Agreement and the EC GA.

Amendments and modifications to the text of this TA Use Agreement or its Appendix I require a separate agreement between the Parties. Additions or modifications to the Attachments may be made by formal notice of the Party to which the additions or modifications refer, addressed to the other Party.

If the EC GA is amended during the course of this TA Use Agreement, Appendix II of this TA Use Agreement shall be replaced by its amended version.

#### **9.5 MANDATORY STATUTORY LAW**

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

#### **9.6 LANGUAGE**

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

#### **9.7 APPLICABLE LAW**

This TA Use Agreement and all clauses in the EC GA affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of [Access Provider Country].



## 9.8 SETTLEMENT OF DISPUTES

The Parties agree to use reasonable endeavours to try to amicably settle any dispute, controversy or claim arising between them in relation to the implementation of this TA Use Agreement and for such purpose, to bring the dispute, controversy or claim to the General Committee of the SERIES project.

All disputes arising out of or in connection with this TA Use Agreement, which cannot be solved amicably, shall be subject to the jurisdiction of the national courts of [Access Provider Country].

## ARTICLE 10: SIGNATURES

AS WITNESS: The Parties have caused this TA Use Agreement to be duly signed by the undersigned authorised representatives in counterparts in the day and year first above written.

### Signature by the User Group

This TA Use Agreement is signed on behalf of Party:

[USER GROUP LEADER ORGANIZATION]

By: [USER GROUP LEADER ORGANIZATION LEGAL REPRESENTATIVE]

Duly authorized for the purpose hereof

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Signature by the Access provider

And on behalf of the Access provider:

[Access provider]

By: [Access Provider legal representative]

Duly authorized for the purpose hereof

Date: \_\_\_\_\_

Signature and Stamp: \_\_\_\_\_

**ATTACHMENT 1: LIST OF CONTACT PERSONS AND USER GROUP MEMBERS**

**Contact Persons:**

**Access provider:**

Person	Address	Phone	Fax	Email

**TA User:**

Person	Address	Phone	Fax	Email

**User Group Members:**

TA User	Person	Phone	Fax	Email

**ATTACHMENT 2: SPECIFIC BACKGROUND ACCESS RIGHTS EXCLUSIONS**

**ATTACHMENT 3: FOREGROUND TRANSFER TO THIRD PARTIES**

**APPENDIX I: DESCRIPTION OF TRANSNATIONAL USE RESEARCH PROJECT**

Appendix I is part of the agreement between the Parties.

**Title**

TA Project proposal title

**Summary of proposed research**

[...]

**State of the art**

[...]

**Objective of the project**

[...]

**Test specimen**

[...]

**Phases of the project**

[...]

**Testing program**

[...]

**General timeline**

Month	1	2	3	4	5	6	7	8	9	10	11	12
	Apr '12	May '12	Jun '12	Jul '12	Aug '12	Sep '12	Oct '12	Nov '12	Dec '12	Jan '13	Feb '13	Mar '13
Starting Date	Step 1											
						Step 2						
						Step						

					3							
							Step 4					
								Step 5				
										Step 6		

**User access and cost limits:**

[foreseen access days, days spent at the facility, etc.]

[TA facility] will cover the costs of the days spent at the infrastructures by the users, including travels, lodging and meals, within a maximum amount of xxxxx Euros.

**TOTAL [TA project] ESTIMATED EXPENSES**

Lodging + Meals + Travel: xxxxxx Euros

**TOTAL: xxxxxx Euros**

**APPENDIX II: EXTRACT OF GRANT AGREEMENT NO. 730900 WITH THE EUROPEAN COMMISSION**

The extract of the GRANT AGREEMENT NO. 730900 is provided in pdf format as a separated file.

## ARTICLE 15 — FINANCIAL SUPPORT TO THIRD PARTIES

### 15.1 Rules for providing financial support to third parties

Not applicable

### 15.2 Financial support in the form of prizes

Not applicable

### 15.3 Consequences of non-compliance

Not applicable

## ARTICLE 16 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE

### 16.1 Rules for providing trans-national access to research infrastructure

16.1.1 ‘**Access providers**’<sup>12</sup> must provide access to research infrastructure or installations<sup>13</sup> in accordance with the following conditions:

(a) access which must be provided:

The access must be free of charge, trans-national access to research infrastructure or installations for selected user-groups.

This access must include the logistical, technological and scientific support and the specific training that is usually provided to external researchers using the infrastructure.

(b) categories of users that may have access:

Trans-national access must be provided to selected ‘**user-groups**’, i.e. teams of one or more researchers (users) led by a ‘**user group leader**’.

The user group leader and the majority of the users must work in a country other than the country(ies) where the installation is located.

This rule does not apply:

- if access is provided by an International organisation, the Joint Research Centre (JRC), an ERIC or similar legal entities;
- in case of remote access to a set of installations located in different countries offering the same type of service.

Only user groups that are allowed to disseminate the results they have generated under the action may benefit from the access, unless the users are working for SMEs.

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<sup>12</sup> ‘**Access provider**’ means a beneficiary or linked third party that is in charge of providing access to one or more research infrastructures or installations, or part of them, as described in Annex 1.

<sup>13</sup> ‘**Installation**’ means a part or a service of a research infrastructure that could be used independently from the rest. A research infrastructure consists of one or more installations.



Access for user groups with a majority of users not working in a EU or associated country is limited to 20% of the total amount of units of access provided under the grant, unless a higher percentage is foreseen in Annex 1;

(c) procedure and criteria for selecting user groups:

The user groups must request access by submitting (in writing) a description of the work that they wish to carry out and the names, nationalities and home institutions of the users.

The user groups must be selected by a **selection panel** set up by the access providers.

The selection panel must be composed of international experts in the field, at least half of them independent from the beneficiaries, unless otherwise specified in Annex 1.

The selection panel must assess all proposals received and recommend a short-list of the user groups that should benefit from access.

The selection panel must base its selection on scientific merit, taking into account that priority should be given to user groups composed of users who:

- have not previously used the installation and
- are working in countries where no equivalent research infrastructure exist.

It will apply the principles of transparency, fairness and impartiality.

(d) other conditions:

The access provider must request written approval from the Commission (see Article 52) for the selection of user groups requiring visits to the installation(s) exceeding 3 months, unless such visits are foreseen in Annex 1.

16.1.2 In addition, the access provider must:

- advertise widely, including on a dedicated website, the access offered under the Agreement;
- promote equal opportunities in advertising the access and take into account the gender dimension when defining the support provided to users;
- ensure that users comply with the terms and conditions of this Agreement;
- ensure that his obligations under Articles 35, 36, 38 and 46 also apply to the users.

## 16.2 Rules for providing virtual access to research infrastructure

‘**Access providers**’ must provide access to research infrastructure or installations in accordance with the following conditions:

(a) access which must be provided:

The access must be free of charge, virtual access to research infrastructure or installations.

‘Virtual access’ means open and free access through communication networks to resources needed for research, without selecting the researchers to whom access is provided;

(b) other conditions:

The access provider must have the virtual access services assessed periodically by a board composed of international experts in the field, at least half of whom must be independent from the beneficiaries, unless otherwise specified in Annex 1.

**16.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under Articles 16.1.1 and 16.2, the costs of access will be ineligible (see Article 6) and will be rejected (see Article 42).

If a beneficiary breaches any of its obligations under Articles 16.1.2, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

[Redacted text block containing multiple lines of blacked-out content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **SUBSECTION 3 RIGHTS AND OBLIGATIONS RELATED TO RESULTS**

#### **ARTICLE 26 — OWNERSHIP OF RESULTS**

##### **26.1 Ownership by the beneficiary that generates the results**

Results are owned by the beneficiary that generates them.

‘**Results**’ means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

##### **26.2 Joint ownership by several beneficiaries**

Two or more beneficiaries own results jointly if:

- (a) they have jointly generated them and
- (b) it is not possible to:
  - (i) establish the respective contribution of each beneficiary, or
  - (ii) separate them for the purpose of applying for, obtaining or maintaining their protection (see Article 27).

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership (**‘joint ownership agreement’**), to ensure compliance with their obligations under this Agreement.

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2020 Framework Programme Regulation No 1291/2013. Article 7 sets out the conditions for association of non-EU countries to Horizon 2020.

Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 days advance notice and
- (b) fair and reasonable compensation.

Once the results have been generated, joint owners may agree (in writing) to apply another regime than joint ownership (such as, for instance, transfer to a single owner (see Article 30) with access rights for the others).

### **26.3 Rights of third parties (including personnel)**

If third parties (including personnel) may claim rights to the results, the beneficiary concerned must ensure that it complies with its obligations under the Agreement.

If a third party generates results, the beneficiary concerned must obtain all necessary rights (transfer, licences or other) from the third party, in order to be able to respect its obligations as if those results were generated by the beneficiary itself.

If obtaining the rights is impossible, the beneficiary must refrain from using the third party to generate the results.

### **26.4 EU ownership, to protect results**

26.4.1 The EU may — with the consent of the beneficiary concerned — assume ownership of results to protect them, if a beneficiary intends — up to four years after the period set out in Article 3 — to disseminate its results without protecting them, except in any of the following cases:

- (a) the lack of protection is because protecting the results is not possible, reasonable or justified (given the circumstances);
- (b) the lack of protection is because there is a lack of potential for commercial or industrial exploitation, or
- (c) the beneficiary intends to transfer the results to another beneficiary or third party established in an EU Member State or associated country, which will protect them.

Before the results are disseminated and unless any of the cases above under Points (a), (b) or (c) applies, the beneficiary must formally notify the Commission and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Commission decides to assume ownership, it will formally notify the beneficiary concerned within 45 days of receiving notification.

No dissemination relating to these results may take place before the end of this period or, if the Commission takes a positive decision, until it has taken the necessary steps to protect the results.

26.4.2 The EU may — with the consent of the beneficiary concerned — assume ownership of results to protect them, if a beneficiary intends — up to four years after the period set out in Article 3 — to stop protecting them or not to seek an extension of protection, except in any of the following cases:

- (a) the protection is stopped because of a lack of potential for commercial or industrial exploitation;
- (b) an extension would not be justified given the circumstances.

A beneficiary that intends to stop protecting results or not seek an extension must — unless any of the cases above under Points (a) or (b) applies — formally notify the Commission at least 60 days before the protection lapses or its extension is no longer possible and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Commission decides to assume ownership, it will formally notify the beneficiary concerned within 45 days of receiving notification.

## **26.5 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to the any of the other measures described in Chapter 6.

## **ARTICLE 27 — PROTECTION OF RESULTS — VISIBILITY OF EU FUNDING**

### **27.1 Obligation to protect the results**

Each beneficiary must examine the possibility of protecting its results and must adequately protect them — for an appropriate period and with appropriate territorial coverage — if:

- (a) the results can reasonably be expected to be commercially or industrially exploited and
- (b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the beneficiary must consider its own legitimate interests and the legitimate interests (especially commercial) of the other beneficiaries.

### **27.2 EU ownership, to protect the results**

If a beneficiary intends not to protect its results, to stop protecting them or not seek an extension of protection, the EU may — under certain conditions (see Article 26.4) — assume ownership to ensure their (continued) protection.

### **27.3 Information on EU funding**

Applications for protection of results (including patent applications) filed by or on behalf of a beneficiary must — unless the Commission requests or agrees otherwise or unless it is impossible — include the following:

*“The project leading to this application has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 730900”.*

### **27.4 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 28 — EXPLOITATION OF RESULTS**

### **28.1 Obligation to exploit the results**

Each beneficiary must — up to four years after the period set out in Article 3 — take measures aiming to ensure ‘**exploitation**’ of its results (either directly or indirectly, in particular through transfer or licensing; see Article 30) by:

- (a) using them in further research activities (outside the action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service, or
- (d) using them in standardisation activities.

This does not change the security obligations in Article 37, which still apply.

### **28.2 Results that could contribute to European or international standards — Information on EU funding**

If results are incorporated in a standard, the beneficiary concerned must — unless the Commission requests or agrees otherwise or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard:

*“Results incorporated in this standard received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 730900”.*

### **28.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced in accordance with Article 43.

Such a breach may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 29 — DISSEMINATION OF RESULTS — OPEN ACCESS — VISIBILITY OF EU FUNDING**

### **29.1 Obligation to disseminate results**

Unless it goes against their legitimate interests, each beneficiary must — as soon as possible — ‘**disseminate**’ its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

A beneficiary that intends to disseminate its results must give advance notice to the other beneficiaries

of — unless agreed otherwise — at least 45 days, together with sufficient information on the results it will disseminate.

Any other beneficiary may object within — unless agreed otherwise — 30 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.

If a beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the Commission before dissemination takes place.

## 29.2 Open access to scientific publications

Each beneficiary must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to its results.

In particular, it must:

- (a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications;

Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.

- (b) ensure open access to the deposited publication — via the repository — at the latest:
  - (i) on publication, if an electronic version is available for free via the publisher, or
  - (ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.
- (c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:

- the terms “European Union (EU)” and “Horizon 2020”;
- the name of the action, acronym and grant number;
- the publication date, and length of embargo period if applicable, and
- a persistent identifier.

## 29.3 Open access to research data

Regarding the digital research data generated in the action (**‘data’**), the beneficiaries must:

- (a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:
  - (i) the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;

- (ii) other data, including associated metadata, as specified and within the deadlines laid down in the 'data management plan' (see Annex 1);
- (b) provide information — via the repository — about tools and instruments at the disposal of the beneficiaries and necessary for validating the results (and — where possible — provide the tools and instruments themselves).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

As an exception, the beneficiaries do not have to ensure open access to specific parts of their research data if the achievement of the action's main objective, as described in Annex 1, would be jeopardised by making those specific parts of the research data openly accessible. In this case, the data management plan must contain the reasons for not giving access.

#### **29.4 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Commission requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:

- (a) display the EU emblem and
- (b) include the following text:

*“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 730900”.*

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Commission.

This does not however give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

#### **29.5 Disclaimer excluding Commission responsibility**

Any dissemination of results must indicate that it reflects only the author's view and that the Commission is not responsible for any use that may be made of the information it contains.

#### **29.6 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

### **ARTICLE 30 — TRANSFER AND LICENSING OF RESULTS**

#### **30.1 Transfer of ownership**



Each beneficiary may transfer ownership of its results.

It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

This does not change the security obligations in Article 37, which still apply.

Unless agreed otherwise (in writing) for specifically-identified third parties or unless impossible under applicable EU and national laws on mergers and acquisitions, a beneficiary that intends to transfer ownership of results must give at least 45 days advance notice (or less if agreed in writing) to the other beneficiaries that still have (or still may request) access rights to the results. This notification must include sufficient information on the new owner to enable any beneficiary concerned to assess the effects on its access rights.

Unless agreed otherwise (in writing) for specifically-identified third parties, any other beneficiary may object within 30 days of receiving notification (or less if agreed in writing), if it can show that the transfer would adversely affect its access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.

### **30.2 Granting licenses**

Each beneficiary may grant licences to its results (or otherwise give the right to exploit them), if:

- (a) this does not impede the rights under Article 31 and
- (b) not applicable.

In addition to Points (a) and (b), exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights (see Article 31.1).

This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.

### **30.3 Commission right to object to transfers or licensing**

Not applicable

### **30.4 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 31 — ACCESS RIGHTS TO RESULTS**

### **31.1 Exercise of access rights — Waiving of access rights — No sub-licensing**

The conditions set out in Article 25.1 apply.

The obligations set out in this Article do not change the security obligations in Article 37, which still apply.

### **31.2 Access rights for other beneficiaries, for implementing their own tasks under the action**

The beneficiaries must give each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

### **31.3 Access rights for other beneficiaries, for exploiting their own results**

The beneficiaries must give each other — under fair and reasonable conditions (see Article 25.3) — access to results needed for exploiting their own results.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

### **31.4 Access rights of affiliated entities**

Unless agreed otherwise in the consortium agreement, access to results must also be given — under fair and reasonable conditions (Article 25.3) — to affiliated entities established in an EU Member State or associated country, if this is needed for those entities to exploit the results generated by the beneficiaries to which they are affiliated.

Unless agreed otherwise (see above; Article 31.1), the affiliated entity concerned must make any such request directly to the beneficiary that owns the results.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

### **31.5 Access rights for the EU institutions, bodies, offices or agencies and EU Member States**

The beneficiaries must give access to their results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes.

Such access rights are limited to non-commercial and non-competitive use.

This does not change the right to use any material, document or information received from the beneficiaries for communication and publicising activities (see Article 38.2).

### **31.6 Access rights for third parties**

The access provider must give the users royalty-free access to the results needed to implement the action.

### **31.7 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **SECTION 4 OTHER RIGHTS AND OBLIGATIONS**

### **ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR RESEARCHERS**

### **32.1 Obligation to take measures to implement the European Charter for Researchers and Code of Conduct for the Recruitment of Researchers**

The beneficiaries must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers<sup>21</sup>, in particular regarding:

- working conditions;
- transparent recruitment processes based on merit, and
- career development.

The beneficiaries must ensure that researchers and third parties involved in the action are aware of them.

### **32.2 Consequences of non-compliance**

If a beneficiary breaches its obligations under this Article, the Commission may apply any of the measures described in Chapter 6.

## **ARTICLE 33 — GENDER EQUALITY**

### **33.1 Obligation to aim for gender equality**

The beneficiaries must take all measures to promote equal opportunities between men and women in the implementation of the action. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

### **33.2 Consequences of non-compliance**

If a beneficiary breaches its obligations under this Article, the Commission may apply any of the measures described in Chapter 6.

## **ARTICLE 34 — ETHICS AND RESEARCH INTEGRITY**

### **34.1 Obligation to comply with ethical and research integrity principles**

The beneficiaries must carry out the action in compliance with:

- (a) ethical principles (including the highest standards of research integrity)
- and
- (b) applicable international, EU and national law.

Funding will not be granted for activities carried out outside the EU if they are prohibited in all Member States or for activities which destroy human embryos (for example, for obtaining stem cells).

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<sup>21</sup> Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).

The beneficiaries must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiaries must ensure that the activities under the action do not:

- (a) aim at human cloning for reproductive purposes;
- (b) intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or
- (c) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

The beneficiaries must respect the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity<sup>22</sup>.

This implies notably compliance with the following essential principles:

- honesty;
- reliability;
- objectivity;
- impartiality;
- open communication;
- duty of care;
- fairness and
- responsibility for future science generations.

This means that beneficiaries must ensure that persons carrying out research tasks:

- present their research goals and intentions in an honest and transparent manner;
- design their research carefully and conduct it in a reliable fashion, taking its impact on society into account;
- use techniques and methodologies (including for data collection and management) that are appropriate for the field(s) concerned;
- exercise due care for the subjects of research — be they human beings, animals, the environment or cultural objects;
- ensure objectivity, accuracy and impartiality when disseminating the results;
- allow — in addition to the open access obligations under Article 29.3 as much as possible and

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<sup>22</sup> European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.

[http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics\\_code-of-conduct\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics_code-of-conduct_en.pdf)

taking into account the legitimate interest of the beneficiaries — access to research data, in order to enable research to be reproduced;

- make the necessary references to their work and that of other researchers;
- refrain from practicing any form of plagiarism, data falsification or fabrication;
- avoid double funding, conflicts of interest and misrepresentation of credentials or other research misconduct.

### **34.2 Activities raising ethical issues**

Activities raising ethical issues must comply with the ‘**ethics requirements**’ set out as deliverables in Annex 1.

Before the beginning of an activity raising an ethical issue, each beneficiary must have obtained:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national and/or European law

needed for implementing the action tasks in question.

The documents must be kept on file and be submitted upon request by the coordinator to the Commission (see Article 52). If they are not in English, they must be submitted together with an English summary, which shows that the action tasks in question are covered and includes the conclusions of the committee or authority concerned (if available).

### **34.3 Activities involving human embryos or human embryonic stem cells**

Activities involving research on human embryos or human embryonic stem cells may be carried out, in addition to Article 34.1, only if:

- they are set out in Annex 1 or
- the coordinator has obtained explicit approval (in writing) from the Commission (see Article 52).

### **34.4 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 35 — CONFLICT OF INTERESTS**

### **35.1 Obligation to avoid a conflict of interests**

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘**conflict of interests**’).

They must formally notify to the Commission without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The Commission may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

### **35.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 36 — CONFIDENTIALITY**

### **36.1 General obligation to maintain confidentiality**

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

If a beneficiary requests, the Commission may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiaries may disclose confidential information to their personnel or third parties involved in the action only if they:

- (a) need to know to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 37, which still apply.

The Commission may disclose confidential information to its staff, other EU institutions and bodies. It may disclose confidential information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU's financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013<sup>23</sup>, the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

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<sup>23</sup> Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" (OJ L 347, 20.12.2013 p.81).

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (e) the disclosure of the information is required by EU or national law.

### **36.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 37 — SECURITY-RELATED OBLIGATIONS**

### **37.1 Results with a security recommendation**

Not applicable

### **37.2 Classified information**

Not applicable

### **37.3 Activities involving dual-use goods or dangerous materials and substances**

Not applicable

### **37.4 Consequences of non-compliance**

Not applicable

## **ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING**

### **38.1 Communication activities by beneficiaries**

#### **38.1.1 Obligation to promote the action and its results**

The beneficiaries must promote the action and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a major media impact, the beneficiaries must inform the Commission (see Article 52).

### **38.1.2 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Commission requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

(a) display the EU emblem and

(b) include the following text:

For communication activities: *“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 730900”.*

For infrastructure, equipment and major results: *“This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 730900”.*

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

### **38.1.3 Disclaimer excluding Commission responsibility**

Any communication activity related to the action must indicate that it reflects only the author's view and that the Commission is not responsible for any use that may be made of the information it contains.

## **38.2 Communication activities by the Commission**

### **38.2.1 Right to use beneficiaries’ materials, documents or information**

The Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

If the Commission’s use of these materials, documents or information would risk compromising legitimate interests, the beneficiary concerned may request the Commission not to use it (see Article 52).

The right to use a beneficiary’s materials, documents and information includes:

(a) **use for its own purposes** (in particular, making them available to persons working for the



Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);

- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001<sup>25</sup>, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the Commission will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union (EU) under conditions.”

### **38.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 39 — PROCESSING OF PERSONAL DATA**

### **39.1 Processing of personal data by the Commission**

Any personal data under the Agreement will be processed by the Commission under Regulation

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<sup>25</sup> Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

No 45/2001<sup>26</sup> and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 22).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) that are published on the Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

### **39.2 Processing of personal data by the beneficiaries**

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiaries must inform the personnel whose personal data are collected and processed by the Commission. For this purpose, they must provide them with the privacy statement(s) (see above), before transmitting their data to the Commission.

### **39.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under Article 39.2, the Commission may apply any of the measures described in Chapter 6.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>26</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

