

## Work package 2

**Deliverable:** D2.7 Set of model agreements proposed for implementation of the future joint Baltic and North Sea Research and Innovation Programme (BANOS)

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### *The main outcomes*

- Giving an overview to the contractual arrangements between the BANOS management and the future BANOS projects funded in calls issued by BANOS
- Providing the model agreements for launching calls for proposals and for the use of the call management in the BANOS Programme
- Laying down the basic principles of the BANOS Programme's call management by describing e.g. application and evaluation procedures of joint calls for proposals

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### **Description of task: (i.e. as in the Description of Work)**

The ongoing BONUS Art. 185 has currently a set of model contracts (BONUS grant agreement, BONUS co-financing agreement, Agreement on allocation of funds and management compensation, Agreement on reporting and auditing in-kind, free of charge infrastructure contributions, Agreement with beneficiary on national funding administered by BONUS EEIG) and guidelines (Guide for BONUS applicants, Guide for BONUS participants, Guide for BONUS evaluators, Guide on reporting of infrastructures, EPSS guidelines) which are based on the rules of the 7<sup>th</sup> Framework Programme (FP7).

In order to secure an effective commencement of the future programme, several model contracts and guidelines will be developed to be in line with respective funding instrument, framework programme rules and with the requirements agreed in the task 2.1. (Dedicated implementation structure) and 2.2. (Financial structure). New guidelines should also be considered for ensuring smooth management of the programme implementation as well as communication with stakeholders and society at large (guidelines for negotiations for grant agreement, stakeholder involvement guidelines). Work on this task will commence in M19 – as soon as the future programme’s instruments and mechanisms are agreed upon – and will be completed at end of the project: M36. In M32 a set of the draft model agreements and contracts will be made available for accepting by the **BANOS CSA** Steering Committee.

### **Note:**

Report – Deliverable 2.7

### **Type:**

<b>R</b>	document, report
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### **Dissemination level:**

<b>PU</b>	Public
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## 1 Executive summary

Based on the outcome of the task 2.1 *Agreeing on a dedicated implementation structure* and the task 2.2 *Agreeing on funding models and instruments*, a package of model agreements and contracts has been developed for the use of the centralised BANOS Programme management as planned in the BANOS CSA. This package includes three necessary model agreements for launching calls for proposals and for the use of the call management in the BANOS Programme: a Memorandum of Understanding, a Joint Controllers' Agreement and a Project Implementation Agreement. All model agreements have been made so that they can be used in a wide variety of situations and easily modified as needed. These model agreements will be supplemented by a set of specific guidelines to be developed in the BANOS CSA deliverable 2.9 *Set of guidelines proposed for the future joint Baltic Sea and North Sea Research and Innovation Programme (BANOS) implementation*.

The deliverable gives an overview to the contractual arrangements between the BANOS management and the future BANOS projects funded in calls issued by BANOS. It also describes the content of each model agreement and the other contractual arrangements in which the BANOS management is not involved. The model agreements are included as annexes to the deliverable.

## 2 Introduction

As concluded in the BANOS CSA deliverable 2.3 *Outline of the BANOS Programme's Implementation*, the BANOS Strategic Research and Innovation Agenda (BANOS SRIA) is likely to be primarily implemented through the activities of the Partnership Candidate on Sustainable Climate Neutral and Productive Blue Economy (SBE Partnership) funded under Horizon Europe. In addition to the SBE Partnership activities, complementary activities relevant to the Baltic Sea and North Sea may be implemented as 'BANOS Programme only' activities. Such BANOS activities would be funded by national money only, and/or supplemented with funding of other EU funding programmes.

The calls for research and innovation (R&I) proposals implemented through the SBE Partnership will comply with the Participation Rules of the EU's research and innovation funding programme, Horizon Europe, and with its common provisions regarding contractual arrangements. For those calls BANOS Implementation Structure (BANOS IS) may act as a Baltic Sea and North Sea regional seabasin hub and provide specific services, e.g. the EPSS and ensure regional stakeholder engagement. The complementary BANOS Programme calls, however, would be implemented through a combination of own centralised and decentralised arrangements and procedures: operational call and project management by centralised BANOS management and financial arrangements by respective funding organisations. The model documents presented in this report apply to the complementary BANOS calls.

For the use of centralised management a package of model agreements and contracts has been developed. This package includes 1) Memorandum of Understanding (Annex 1); 2) Joint Controllers' Agreement (Annex 2) and 3) Project Implementation Agreement (Annex 3). These agreements and contracts will be supplemented by a set of specific guidelines to be developed in the deliverable 2.9 *Set of guidelines proposed for the future joint Baltic Sea and North Sea Research and Innovation Programme (BANOS) implementation* (delivery month M36). Together this package of documents will secure an effective commencement of the BANOS Programme.

## 3 Contractual arrangements in BANOS calls

Research and innovation projects implementing the BANOS SRIA will be selected through transnational, competitive calls for proposals. As described in the BANOS CSA deliverable 2.3 *Outline of the BANOS Programme's Implementation*, the planning of the transnational call starts with confirming relevant themes of the call. It will be followed by identifying the funding partner organisations (FPO) interested in participating in the call and collecting the funding commitments from FPOs. At this stage - before the call is launched - the FPOs involved in the call should agree on certain conditions by concluding a (i) Memorandum of Understanding for securing the smooth implementation of the call. Further, FPOs need to conclude (ii) Joint Controllers Agreement for agreeing responsibilities regarding data protection<sup>1</sup>.

As soon as the projects to be funded within a BANOS call for proposals have been selected, each project consortium signs (iii) Project Implementation Agreement (PIA). It sets out the rules and procedures of the common action of the partners in the BANOS project towards the BANOS Programme management. Further, the partners of the project consortium conclude (iv) a Consortium Agreement regarding the internal organisation of the consortium, and FPOs (v) grant agreements with respective partners decided to be funded.

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<sup>1</sup> Article 26 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016

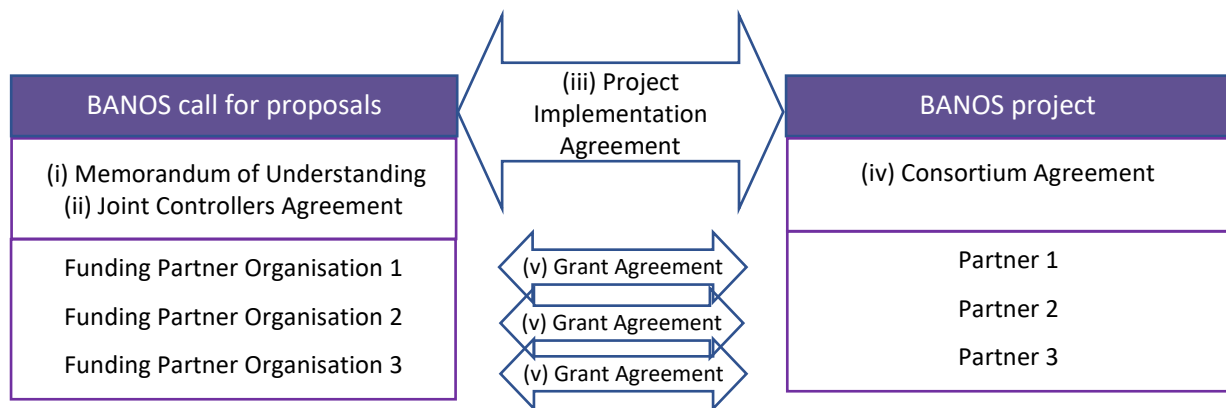


Figure 1: Contractual arrangements between BANOS management and BANOS projects in BANOS calls

### 3.1 Memorandum of Understanding

A model of the Memorandum of Understanding (MoU) with its annexes has been developed for the use of implementing joint BANOS calls for proposals (Annex 1). MoU shall be concluded separately for each joint call before launching the call and it will involve all funding partner organisations in that call. It specifies call theme(s), a budget of the call and funding commitments by FPOs, management bodies of the call and their tasks, application, evaluation and selection procedures, etc. Relevant parts of the model MoU may be selected, as appropriate, for each call for proposal. As an annex to the MoU are Call announcement, Call schedule, Guide for BANOS applicants and Guide for BANOS evaluation.<sup>2</sup>

### 3.2 Joint Controllers' Agreement

The EU General Data Protection Regulation (GDPR) that entered into force on 25 May 2018 has several implications for the use of personal data within the context of implementing a joint call for proposals and funding and managing co-funded projects. The GDPR applies to the processing of personal data - any information relating to a person who can be directly or indirectly identified. The term "processing" comprise any operation which is performed on personal data, such as collection, recording or storage of data.

The GDPR applies to natural or legal persons, public authorities, agencies or other bodies processing personal data. It does therefore not apply to the consortium of funding organisations as such, not being a legal person, but to all composing individual institutions. If the responsibility for executing the joint call is shared between two or more institutions, they are joint controllers and must conclude an arrangement, apportioning data protection compliance responsibilities between themselves. A summary of the arrangement must be made available for the data subjects.

A model of the Joint Controllers' Agreement with its annexes has been developed for the use of execution of joint BANOS calls (Annex 2). This agreement shall be concluded separately for each joint call before launching the call and it will involve all funding partner organisations of the call.

<sup>2</sup> To be developed in the D2.9 *Set of guidelines proposed for the future joint Baltic Sea and North Sea research and innovation programme implementation*

### **3.3 Project Implementation Agreement**

A Project Implementation Agreement sets out the rules and procedures of the common action of the partners in the BANOS project towards the BANOS Programme management, i.e. the conditions relating to the technical implementation of the BANOS funded project, and it is signed by all the partners of the project consortium.

A Project Implementation Agreement includes articles regarding the duration of the project, reporting periods, content of periodic and final reports and rules regarding e.g. confidentiality, open access and communication. A Description of Work (i.e. project plan together with a schedule of deliverables) of each BANOS project is an annex to the Project Implementation Agreement.

### **3.4 Other contracts**

#### **3.4.1 Consortium Agreement**

A Consortium Agreement is a binding contract signed between the partners of a collaborative project. It supplements grant agreements signed between funding organisations and partners of a project and establishes and governs the relations between project partners. As such, it is flexible and can be adjusted to the specific needs of a project and its partners. A typical Consortium Agreement can address various aspects, such as intellectual property rights (IPR), future use and commercialisation of the project's results, knowledge transfer processes between project partners, internal management and reporting processes and conflict resolution processes.

It is required that partners of BANOS projects conclude a Consortium Agreement prior to start of a project . As there are several model Consortium Agreements available – DESCA<sup>3</sup> model being probably the most popular one – BANOS CSA does not provide a specific model agreement for projects implemented under the BANOS Programme.

#### **3.4.2 Grant Agreement**

Each funding organisation follows its own contractual practices, e.g. concludes a Grant Agreement, for agreeing funding for beneficiaries within a project that is decided to be funded. These arrangements usually set out - among other things - grant amount, respective national funding rules and reporting requirements. As these practises are country and organisation specific, this deliverable does not provide a specific model Grant Agreement for projects implemented under the BANOS Programme.

## **4 Conclusions**

The model agreements presented here allow for a smooth and effective start to the call management of the BANOS Programme. In addition, the procedures and mechanisms set out in the model agreements openly and transparently express the basic principles of the BANOS Programme's call management. The flexibility of model agreements allows them to be applied in a wide variety of joint call arrangements and to be modified as appropriate.

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<sup>3</sup> <http://www.desca-agreement.eu/>

## **Annexes:**

Annex 1: Memorandum of Understanding (model)

Annex 2: Joint Controllers' Agreement (model)

Annex 3: Project Implementation Agreement (model)



## **Annex 1: Memorandum of Understanding (model)**

### **Memorandum of Understanding concerning the BANOS Call**

Established between

**the funding partner organisations (FPOs) of the BANOS call [and BANOS association]**

- [FPO 1]
- [FPO 2]
- [FPO 3]
- [BANOS association]

The funding organisations [and BANOS association] hereinafter referred to as “the Parties”.

#### **Preamble**

It is hereby agreed that the Parties shall implement a Call for Proposals, [BANOS call], hereinafter referred to as “the Call”, which will be jointly organized and financed by the participating organisations, according to their respective legal framework and regulations

This Memorandum of Understanding, hereafter referred as “the MoU”, sets out the principles and procedures of the common action of the Parties in the Call. Details on the implementation of the joint call are outlined in the separate documents (Annex 1: Call announcement, Annex 2: Call schedule, Annex 3: Guide for BANOS applicants, Annex 4: Guide for BANOS evaluation).

For each Party, the MoU will come into force on the date of signature by the Party’s authorized representative and shall remain in force until [the end of the funded projects (estimated date)]/[the end of the call management [estimated date]]. The MoU may be amended or modified by written agreement of all signatories or their substitutes.

This Memorandum is a mutual statement of intent among the Parties, who agree to make every reasonable effort to fulfil the intents expressed herein.

The Parties agree as follows:

#### **1. Theme(s) of the Call**

The theme(s) of the Call will be [theme name1], [theme name 2], ....The theme(s) for the Call are targeted in the following themes/specific objectives/ from the BANOS Strategic Research and Innovation Agenda (‘BANOS SRIA’):

- thematic area 1
- thematic area 2

Detailed description of the topics of the Call is in the Call announcement.

#### **2. Budget of the Call**

A total of [amount] million Euro (table 1) will provisionally be allocated for this Call by the Parties. These funds will be used for R&I activities carried out by researchers and institutions according to the funding rules and legal frameworks of their respective FPOs.

Table 1: Funding commitments by FPOs

Country/Region	Funding Partner Organisation	Commitment (tentative, in EUR)
Country 1	FPO 1	amount
Country 2	FPO 2	amount
Country 3	FPO 3	amount
Total		amount

### 3. Time schedule of the Call

The tentative opening date of the Call is [date]. Detailed timeline of the Call is in the Call schedule.

### 4. Management bodies of the Call

The Call Steering Committee, hereinafter referred to as “Committee” comprises the nominated representatives from each FPO signing this MoU. The Committee is responsible for defining and supervising the call launch, the application procedures and the review of proposals and supervision of the funded research. The responsibilities of the Committee are:

- decide about opening the Call, including all related documents and funding volumes
- [appoint Chair the Evaluation Panel and the Independent Observer]
- approves evaluation outcomes and the list of the projects to be funded
- steer and support the monitoring and scientific coordination of the funded research

The central coordinating body for the Call is the Joint Call Secretariat, hereinafter referred to as “Secretariat” which is composed of [*composition and host of the Secretariat*]. The Secretariat is responsible for the overall organisation of the call and the management of the joint international review process according to the rules agreed upon by the Committee as well as scientific coordination of the funded research. The tasks of the Secretariat are:

- prepare all necessary documents for the opening the Call
- prepare all necessary electronic and other tools for the Call management
- inform the scientific community about the Call
- providing helpdesk for applicants at central and national level
- perform the eligibility check of the proposals and compile the outcomes of national eligibility checks of applicants
- arrange and implement the application evaluation process, including identifying Reviewers and negotiating with them
- prepare the decisions to be made by the Committee
- monitor the scientific reporting of the funded projects
- organise the scientific coordination of the funded research

### 5. Application procedure

#### Eligibility requirements

Detailed eligibility requirements of proposals are listed in the Call announcement and further explained in the Guide for BANOS applicants. Those include (1) proposal is submitted by deadline; (2)

proposal is submitted via the electronic tool identified in the Call announcement; (3) eligible consortia should include at least three legal persons eligible for funding by three different countries participating in the call; (4) coordinator should be a legal person eligible for funding; (5) proposal addresses a key theme from those opened for this call and as specified in the Call announcement; (6) proposal is in English and is complete with all required parts and (7) if special requirements are stipulated (e.g. length of proposal, mandatory industry participation, etc), the proposals must follow those.

A proposal may include participants from countries outside the range of countries of FPOs of this MoU or participants not requesting funding, if the implementation of the project so requires. However, such outside participants must fully cover their expenses.

#### Structure of proposals

The description of the required structure of proposals is described in the Guide for BANOS Applicants.

#### Maximum project duration

Projects will be funded for up to [number] months.

#### Stages of proposal submission

The proposal submission will follow two stage procedure including a pre-proposal and a full proposal<sup>1</sup>. The detailed submission procedure is explained in the Guide for Applicants. The Committee decides on conditions prompting adjustment of the consortia of applicants between pre-proposal and full proposal stages.

[The proposal submission will follow single stage procedure including a preregistration requirement prior one month the final submission deadline. The detailed submission procedure is explained in the Guide for Applicants.]

#### Submission of proposals

Only the proposals submitted via the electronic system described in the Call announcement will be accepted. Additional materials sent via e-mails or by post will not be considered.

## **6. Evaluation processes**

FPOs commit to respect the outcome of the central evaluation.

#### Experts involved in evaluation process

For evaluating the submitted proposals, BANOS is recruiting independent reviewers hereinafter referred as "Reviewers". They are internationally recognised scientific and/or technological and policy experts, whose expertise fits to the thematic field of the proposals evaluated and their potential impact. The list of Reviewers should be unbiased geographically, nationally and in respect to gender.

[The Committee will appoint a Chair of the evaluation panel. The Chair should be experienced with proposals evaluation within the context of international funding programmes and internationally recognised scientific and/or technological and policy expert, whose expertise fits to the thematic field of the call. Chair monitors the evaluation, advices when found appropriate the Secretariat and chairs the final evaluation panel meeting]

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<sup>1</sup> In case of a narrow call scope also 'one stage submission' may be applied. In such case potential applicants may be required to pre-register their proposals in advance to the formal application deadline. See version for one stage submission below.

[The Committee will appoint an Independent Observer (IO) for the Call. IO should be experienced with proposals evaluation within the context of international funding programmes and/or EU's framework programmes and should have no conflict of interest. IO monitors the evaluation and decision-making process and summarises observations and recommendations in an Independent Observer's report.]

#### Evaluation of pre-proposals

All pre-proposals will be assessed for their eligibility with respect to national rules and requirements by the respective FPOs and for general eligibility requirements by the Secretariat. If the pre-proposal has been identified as ineligible according to the general eligibility rules, the pre-proposal is not forwarded to the evaluation. The outcome of the eligibility assessment by the FPOs will be collated by the Secretariat and communicated to the coordinators of those pre-proposals invited to submit the full proposal.

The scientific review of pre-proposals will be carried out by independent reviewers, hereinafter referred to as "Reviewers". Pre-proposals will be ranked according to the review results based on the following criteria: [relevance of proposal compared to call theme, scientific or technological quality, foreseen impact.]<sup>2</sup>

Based on the review results the Committee will decide on the pre-proposals to be invited to submit the full proposal. While selecting pre-proposals for inviting to the second stage the Committee may take into consideration the coherence of the proposal portfolio and to ensure a reasonable balance of requested and available regional/national budgets.

The Secretariat will send the invitations to successful pre-proposal consortia including any requirements and recommendations for the second stage submission and the outcome of the national eligibility assessment. The rejected consortia will be informed about the result and will receive written feedback of the pre-proposal review.

#### Evaluation of full proposals

Eligibility check of full proposals, pursuant the criteria presented in Art.5 of this MoU, will be carried out by the Secretariat, where necessary, in consultation with the respective FPOs. During the eligibility check the Secretariat may consult with the Committee. If the national eligibility assessment identifies one partner of the project consortium requesting funding as ineligible, entire proposal is qualified as ineligible. Proposals not meeting the eligibility requirements will not proceed to the evaluation.

All full proposals that meet the formal eligibility criteria established for the Call will be peer reviewed by Reviewers. Evaluation criteria for full proposal evaluation are: [1) excellence, 2) impact, and 3) quality and efficiency of the implementation].

Each proposal shall be evaluated by at least three Reviewers. The final evaluation of the proposals will be made by the Evaluation Panel (EP) consisting of [all]/[selected] Reviewers [and a Chair]. EP composition should cover all relevant fields of expertise related to the themes of the Call. It should also be unbiased geographically, nationally and in respect to gender or conflict of interest. The evaluation criteria and the scoring system is described in the Call announcement and the detailed evaluation procedures in the Guide for BANOS evaluation.

The Committee will decide on the proposals to be funded, strictly adhering to the order of the ranking list established by the EP.

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<sup>2</sup> To be defined for each call separately

*[Version for a one-stage submission procedure with/without pre-registration stage.]*

#### Eligibility check

All proposals will be assessed for their eligibility with respect to national rules and requirements by the respective FPOs and for general eligibility requirements by Secretariat. If the proposal have identified as ineligible according to the general eligibility rules or one of the partners requesting funding in the consortium identified as ineligible according to the FPO's rules, entire proposal is qualified as ineligible. Proposals not meeting the eligibility requirements will not proceed to the evaluation.

#### [Eligibility check of partners after preregistration]

All preregistered proposals will be assessed for their eligibility with respect to national rules and requirements by the respective FPOs. The outcome of the eligibility assessment by the FPOs will be collated by the Secretariat and communicated to the coordinators for consortium modification if one or more partners have identified as ineligible according to the national rules.]

#### Evaluation of the proposals

All proposals that meet the formal eligibility criteria established for the Call will be peer reviewed by Reviewers. Evaluation criteria for full proposal evaluation are: [1) excellence, 2) impact, and 3) quality and efficiency of the implementation].

Each proposal shall be evaluated by at least by three Reviewers. The final evaluation of the proposals will be made by the Evaluation Panel (EP) consisting of [all]/[selected] Reviewers [and a Chair]. EP composition should cover all relevant fields of expertise related to the themes of the Call. It should also be unbiased geographically, nationally and in respect to gender or conflict of interest.

The evaluation criteria and the scoring system is described in the Call announcement and the detailed evaluation procedures in the Guide for BANOS evaluations.]

#### Evaluation fees<sup>3</sup>

For the Reviewers a fee of EUR [amount] per project proposal for which he/she has been a lead reviewer<sup>4</sup> and for which he/she gives a written evaluation. [The fee for the Independent Observer is EUR [amount].] [The fee for the Chair is EUR [amount]]

#### Anonymity of Reviewers

The list of Reviewers (as a group and not per individual proposal) will be made public once the Committee has made their final funding decisions and published on the [BANOS] website.

#### Conflict of interest

Reviewers and all members of the Call management bodies must declare any conflicts of interest and exclude themselves from the evaluation of a proposal and decision making. A conflict of interests may arise in particular from economic or professional interest, political or national affinities, organisational, family or emotional ties or any other common interests that are liable to influence the impartial and objective performance of the tasks. A conflict of interest exists, in particular, if the evaluator and one of the participants belong to the same institution, have a common publication in the last 3 years or

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<sup>3</sup> As there are several alternatives for evaluation fees, this needs to be modified for each call separately.

<sup>4</sup> At least three reviewers will be appointed for each application, one of whom will be appointed as 'lead reviewer'

have ongoing collaboration. Conflict of interest policy of [BANOS]<sup>5</sup> describes in more detailed the conflict of interest principles and procedures applied in BANOS Programme.

#### Confidentiality

Reviewers shall enter into a confidentiality agreement before undertaking their evaluation task. All members of the Call management bodies shall keep confidential all information with respect to the review process, including discussions during the meetings. Detailed rules for confidentiality procedures are in Code of conduct for Reviewers<sup>5</sup>.

#### Informing applicants

The Secretariat will communicate the outcome of the Committee funding decision including the Evaluation Summary Report to all project consortia that have submitted a proposal as soon as possible after the decision. In this context the successful project consortia will be invited to enter the negotiation phase with the relevant FPO. Also, the instructions for evaluation review will be notified accordingly.

#### [Evaluation review

A project consortium may request an evaluation review if it considers that the evaluation procedure has not been correctly applied to its proposal. Only the procedural aspects of an evaluation may be the subject of a request for an evaluation review. The evaluation of the merits of a proposal shall not be the subject of an evaluation review. A request for an evaluation review shall be submitted within 30 days after the communication of evaluation results.

An evaluation review committee will be composed of staff of the relevant FPOs and it shall provide an opinion on the procedural aspects of the evaluation. The evaluation review committee may recommend either (i) a re-evaluation of the proposal or (ii) confirmation of the initial evaluation.]

### **7. Funding decisions and contractual arrangements of projects**

After the evaluation process successful projects will be funded collectively by the Parties through funds contributed by the FPOs. The decision of the funding for each project participant is done by the corresponding FPO according to the list of projects to be funded of the Committee. Each relevant Party shall fund the national participant in accordance with national/regional rules.

Each successful project shall sign a Project Implementation Agreement. This agreement sets out the conditions relating to the technical implementation of the project, e.g schedule of deliverables, roles and responsibilities of project consortium members and communication.

The project Participants are recommended to enter into a Consortium Agreement to specify the mode of operation of the collaboration.

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<sup>5</sup> To be provided in the D2.6 *Package of draft internal regulations*

**8. Management costs**

The Parties commit themselves to cover the costs of their representatives appointed to the Secretariat. Also, the costs of the FPO’s representatives to the meetings and events will be covered by each FPO.

OPTION 1\*: (applicable if BANOS association involved in call and project management)

The Parties (excluding BANOS association) commit themselves to contribute altogether [5 %] of the total sum of the Call for the call and project management costs. Each FPO’s share is calculated from the sum of the national contribution.

$$\text{FPO's share} = [0.05] \times \text{National contribution}$$

These funds are paid to the bank account of the BANOS association (bank account number) upon request. By the decision of the Committee, other forms of payment, may be accepted, such as a package of conference organization, or other services. The estimated payments are:

Funding Partner Organisation	FPO’s share in 20xx (tbc)	FPO’s share in 20xy (tbc)	FPO’s share in 20xz (tbc)	FPO’s share in 20xw (tbc)
FPO 1				
FPO 2				
FPO 3				
<b>Total</b>				

The funds will used by the BANOS association for the running costs of the call and project management, such as costs of IT tools, evaluation fees, staff costs of the Secretariat and costs of dissemination.

OPTION 2\*: (applicable if call and project management operated by FPOs only)

The direct costs of the call and project management (IT tools, evaluation fees, costs of dissemination etc.) will be shared among the FPOs. The coordinating FPO shall be responsible for paying the costs and subsequently invoicing others on the basis of actual costs.

OPTION 3\*:

The [staff/IT tool/meeting] costs will be provided as free of charge in-kind contributions by the FPOs and [reviewers’ fees/travel/accommodation] costs will be shared among the FPOs.

**Annexes:**

- Annex 1: Call announcement
- Annex 2: Call schedule
- Annex 3: Guide for BANOS applicants
- Annex 4: Guide for BANOS evaluation

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\* Unnecessary option should be deleted of the final MoU

1. Signatures



## Annex 2: Joint Controllers' Agreement (model)

### **Contract on Data Processing as Joint Controllers in Accordance with Article 26 of the General Data Protection Regulation (GDPR)**

between

[name of the organisation], [address], the Coordinator

- hereinafter referred to as *Controller 1*

and

[name of the organisation]

- hereinafter referred to as *Controller 2*

and

[name of the organisation]

- hereinafter referred to as *Controller 3*

- collectively referred to as: *Joint Controllers*

## **Preamble**

The parties to this agreement jointly determine the purposes and means of their joint processing activities (**Annex 1 and 2**). Regardless of this agreement, they shall act as “Controllers” as defined in the Article 4 no. 7 of the General Data Protection Regulation (GDPR) and shall, independently of each other, be subject to all duties and obligations of a Controller under the GDPR. At the same time, the Controllers may provide each other with support in the fulfilment of their legal obligations. Such mutual support shall be stipulated between the Joint Controllers as follows:

## **Article 1 - Mutual Roles and Relationships of the Controllers**

In the course of the duties and obligations of the Joint Controllers in accordance with the GDPR and other data protection legislation, the mutual roles and relationships of the Controllers are described in **Annex 3** “Internal Allocation and/or Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR”.

Regardless of paragraph 1, data subjects may assert rights which they have with and towards each individual Controller. To the extent a Controller cannot perform and fulfil its duties and obligations under the GDPR, in particular the rights of data subjects, independently, the other Controllers shall support it in this context to the required extent.

If the data subject asserts their right towards a Controller and if Annex 3 governs an internal allocation and/or support among the Joint Controllers in this regard, such Controller shall arrange for envisaged involvement of the other Controllers to the required extent.

Each Joint Controller shall implement and apply appropriate technical and organisational measures pursuant to Article 24 of the GDPR with regard to the jointly controlled processing, insofar as the Controller has access to the processed personal data and/or influences the means of the processing of personal data.

The Joint Controllers shall ensure that the employees engaged in the joint processing are bound by an obligation of confidentiality, which shall continue to apply even after the termination of their employment, and that they were instructed about the provisions of data protection law that are relevant for them.

Pursuant to Article 26(2) Sentence 2 of the GDPR, the Joint Controllers shall make the essence of this agreement available to the data subjects. This includes, beyond the information that is required pursuant to Articles 13 and 14 of the GDPR, at the very least the information as to which Controller is responsible for ensuring data subjects’ rights and the fulfilment of information obligations.

## **Article 2 - Processor**

Each of the Joint Controllers may autonomously commission a suitable processor and may autonomously instruct deployed processors, provided that this does not affect the legitimate interests

of one or several of the other Joint Controllers. In doing so the Joint Controllers shall comply with the provisions of Article 28 of the GDPR when applicable.

Legitimate interests of the other Joint Controller(s) are affected in particular when a processor processes personal data from other Joint Controller(s) for the joint processing activity. Any existing processors are listed in Annex 1 Section 3.

In the event that legitimate interests of several Joint Controllers are affected, the Joint Controller (the “Contracting Controller”) that deploys a processor ensures compliance with Article 28 of the GDPR when applicable, and informs about the deployment the other concerned Joint Controllers.

### **Article 3 - Termination of the Contractual Relationship and Post-Contractual Obligations**

This contractual relationship continues to exist as long as the joint processing of the Joint Controllers exists. The Agreement shall be concluded for the period of implementation of the cooperation and for a period following its termination necessary to perform the obligations related to the termination of the cooperation.

Upon termination of this Agreement, the Controllers shall ensure that there is no unauthorised access of a Controller to personal data for which another contractual party is responsible. To the extent there are no access authorisations, the contractual parties shall erase and/or destroy the personal data affected and/or provide such data to the Controller upon the latter’s request.

### **Article 4 - Violations to be Notified**

The contractual parties shall inform each other immediately of any violation of this Agreement or applicable data protection laws.

### **Article 5 - Liability and Damages**

The Joint Controllers are liable in the internal relationship by analogy with Article 82 of the GDPR.

### **Article 6 - Rights and Protection of the Data Subjects**

The contractual parties will see to it for the part for which they are responsible that data subjects can effectively exercise their rights under the GDPR and/or other applicable legislation and regulations concerning the processing of personal data.

Data subjects can exercise their rights ensuing from the GDPR and/or other applicable legislation and regulations concerning the processing of personal data by sending a request to this effect to each Joint Controller.

The parties will only process the data subjects’ personal data on the legal basis of public task.

When a Joint Controller collects their personal data, the data subjects will be notified as to the processing of the personal data in the framework of the cooperation by means of data protection information. When providing information, the key points of these regulations will be made available to the data subjects.

All parties, the processor and the Joint Controller, will take suitable technical and organisational measures to protect the personal data processed by them against loss, theft or other wrongful processing. These measures will comply with the relevant commonly accepted security standards applicable in this respect.

**Article 7 - Miscellaneous, General Provisions**

The **Annexes** shall be obligatory components of this agreement.

The provisions of this agreement shall prevail over deviating provisions in the main contract and any other contracts.

If data are endangered at one of the contractual parties due to seizure or confiscation, an insolvency or settlement proceeding or other events or measures of third parties, the contractual party shall immediately inform the other Controllers thereof and ensure far-reaching transparency regarding their shared responsibility for the personal data towards the parties involved. In such cases, the contractual parties shall be obliged to take all measures in order to provide each other with support to the required extent to prevent any unlawful data accesses by third parties.

There are no ancillary agreements to this agreement. Amendments or supplements to this agreement shall be in writing. If a provision of this agreement is or becomes invalid, this shall not affect the remaining contents of the agreement. The invalid provision shall be amicably replaced by such valid provision coming as close as possible to the original intention of the parties.

[Place], this [date]

[Place], this [date].

\_\_\_\_\_

- Controller 1 -

\_\_\_\_\_

- Controller 2 -

[Place], this [date]

\_\_\_\_\_

- Controller 3 -

- Annex 1      General Information on the Processing Activities**
- Annex 2      Table of data subjects, data types and processing activities**
- Annex 3      Internal Allocation and/or Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR**

## Annex 1 General Information on the Processing Activities

### 1. Subject Matter of the Processing Activity

The subject matter of the processing activity is:

**Application process** of proposals. Proposals are submitted via online platform [BANOS EPSS] under the control of Controller 1 (name of the Controller). The documents are shared with all Controllers.

**Evaluation process** of proposals. An international evaluation panel is appointed in cooperation by all Controllers. Results are shared with all Controllers.

**Evaluation of the reports** of the funded projects. Funded projects submit reports to Controller 1 [name]. Results are shared with all Controllers.

**Organisation of follow-up events** with funded projects, [BANOS] members and possibly other stakeholders within the Joint Transnational Call – [name of the call].

### 2. Purpose of the Processing Activity

The jointly controlled processing activity serves the following purposes: implementation of a joint transnational call for research proposals, funding of the best ranked transnational projects which were submitted in the BANOS Call [name of the call] and follow-up and monitoring of these projects.

Details on the evaluation process to select the best projects and on the monitoring and evaluation of funded projects are described in the Memorandum of Understanding (MoU), signed by all funding agencies participating in this call.

### 3. Processors

Name and address of the processor	Commissioning Controller	Subject matter of the processing
Sensu OÜ, Estonia	[BANOS association]	BANOS EPSS – Online Platform <ul style="list-style-type: none"><li>• applicants submit their proposals via BANOS EPSS</li><li>• external reviewers and members of the Evaluation Panel have access to proposals via BANOS EPSS</li></ul>

As far as the platform “BANOS EPSS” is concerned, the duties under the GDPR shall be undertaken by [BANOS association] (Controller 1), because [BANOS association] is paying for the platform. Any requests of data subjects concerning platform “BANOS EPSS” shall be forwarded to Controller 1, who is in charge to handle those requests.

As far as platform BANOS EPSS is concerned, Controller 1 shall fulfil the obligations of article 28 under GDPR regarding the initial examination of the suitability of the BANOS EPSS processor and of the regular controls of the BANOS EPSS processors.

The General Data Policy of BANOS EPSS will inform the data subject on the purposes and means for which personal data are processed as well as the recipients used to process personal data, the name and contact details of the Controller as well as the legal basis for the processing. This document will be available on the BANOS EPSS website and accessible by all the data subjects.

## Annex 2

## Table of data subjects, data types and processing activities

Data subjects	Data type processed	Purposes of the processing activities	Means of processing personal data	Who is responsible for data collection and processing
Employees of Funding Organisations participating in the BANOS joint calls	first and last name, affiliation, email,	<ul style="list-style-type: none"> <li>- Implementation of the BANOS Call</li> <li>- Implementation of joint activities (notably for the follow-up and monitoring of the funded projects)</li> <li>- Internal communication</li> <li>- Organisation of travels &amp; reimbursement procedures</li> </ul>	<p><u>Means of collection</u> Emails and documents</p> <p><u>Processing through</u> Excel files, BANOS EPSS</p> <p><u>Storage</u> Secured computers</p>	<p><u>Collection:</u> [name]</p> <p><u>Processing:</u> [name], all Controllers</p>
Evaluation Panel (EP) Members	first and last name, affiliation, email, address of residence, account number, etc. (if the need arises to refund travel costs/pay remuneration)	<ul style="list-style-type: none"> <li>- Select and invite the most qualified EP members to evaluate the proposals of a Call,</li> <li>- Communicate with the members of the EP,</li> <li>- Assign them applications to review,</li> <li>- Collect their evaluation,</li> <li>- Organise the EP</li> <li>- Organise the EP meetings (incl. travel bookings)</li> <li>- Reimburse the additional fees contracted by a member of the panel who participated to the EP,</li> <li>- Pay the members of the EP.</li> </ul>	<p><u>Means of collection</u> Suggestion from the Committee members, internet searches, forms and emails</p> <p><u>Processing through</u> Excel files gathering all the information and forms completed by the EP members BANOS EPSS: EP members give a formal consent on the collection of their data on the BANOS EPSS.</p> <p><u>Storage</u> Stored in BANOS EPSS and in secured computers</p>	<p><u>Collection:</u> All Controllers may provide [name] with personal data of potential EP members and obtain information on the EP members. Most of the collection of these personal data will be realised by [name]</p> <p><u>Processing:</u> [name]</p>

Data subjects	Data type processed	Purposes of the processing activities	Means of processing personal data	Who is responsible for data collection and processing
Applicants (Participants to the Joint Transnational Call)	first and last name, affiliation, email, biographic note/CV, list of publications,	<ul style="list-style-type: none"> <li>- to communicate about the application process and results of the call,</li> <li>- to allow participating Funding Organisation to perform an eligibility check of the applicants, to evaluate the proposals and consortia (by the EP members),</li> <li>- to award funding if the application is successful,</li> <li>- to perform analysis on the submitted proposals (data will be anonymised)</li> </ul>	<p><u>Means of collection</u> Submission of application forms through the BANOS EPSS.</p> <p><u>Processing through</u> Excel files gathering all the information</p> <p><u>Storage</u> Stored in BANOS EPSS and in secured computers.</p>	<p><u>Collection:</u> [name]</p> <p><u>Processing:</u> Each Controller will process personal data of its national applicants. [name1], [name2] and EP members will process personal data of all the applicants.</p>
Researchers selected for funding within the BANOS Call	first and last name, affiliation, email, biographic note/CV, list of publications, image	<ul style="list-style-type: none"> <li>- communicate with the Researchers selected for funding about their awarded project,</li> <li>- allow funding organisation to contact the selected applicants to elaborate funding contracts,</li> <li>- ensure a proper follow-up of the funded projects</li> <li>- organise follow-up events, including networking and activities</li> <li>- perform monitoring and evaluation of the funded projects</li> </ul>	<p><u>Means of collection</u> Submission of application forms through the EPSS, e-mails, Excel files. Consent of the researchers to process their data collected on the EPSS</p> <p><u>Processing through</u> Excel files gathering all the information</p> <p><u>Storage</u> Stored in BANOS EPSS and secured computers</p>	<p><u>Collection:</u> [name1], [name2]</p> <p><u>Processing:</u> [name1], [name2], all Controllers.</p>



Data subjects	Data type processed	Purposes of the processing activities	Means of processing personal data	Who is responsible for data collection and processing
Participants to the activities related to the BANOS Call and follow-up activities.	first and last name, affiliation, email,	<ul style="list-style-type: none"> <li>- inviting people to events organised,</li> <li>- organise webinars, meetings, workshops, conferences,</li> <li>- organise travels, accommodation, catering of participants,</li> <li>- communicate on the outputs of the meetings.</li> </ul>	<p><u>Means of collection</u> Registration forms, internet searches, emails</p> <p><u>Processing through</u> Excel file gathering all information</p> <p><u>Storage</u> Secured computers</p>	<p><u>Collection:</u> [name1], [name2]</p> <p><u>Processing:</u> [name1], [name2]</p>
Participants, who are not BANOS partners, to the activities related to the BANOS Call and follow-up activities: Event participants and Participants of funded projects.	first and last name, affiliation, email,	<ul style="list-style-type: none"> <li>- inviting people to events organised,</li> <li>- organise webinars, meetings, workshops, conferences,</li> <li>- organise catering of participants,</li> <li>- communicate on the outputs of the meetings and funded projects, for the duration of the projects and after they ended,</li> <li>- maximise impact,</li> <li>- disseminate and exploit results, including results of proposed research and selected proposals.</li> </ul>	<p><u>Means of collection</u> Online forms / emails</p> <p><u>Processing through:</u> Excel file gathering all information.</p> <p><u>Storage</u> Secured computers</p>	<p><u>Collection:</u> [name1], [name2]</p> <p><u>Processing:</u> [name1], [name2]</p>

### **Annex 3: Internal Allocation and Determination of Mutual Support regarding the Fulfilment of Obligations under the GDPR**

In general, the duty to comply with the obligations under the GDPR and mentioned in the list below shall be undertaken by the Controller in charge of the specific activity. To the extent a Controller cannot perform and fulfil its duties and obligations under the GDPR, the other Controllers shall support it in this context to the required extent.

In particular, the duty to provide information to the data subjects to provide the information referred to in Articles 13 and 14 of the GDPR as well as requests from the data subjects (in the sense of exercising the rights of the data subject) shall be assumed or answered in each case by the Controller who is responsible for data collection and processing. Joint Controllers shall also assist each other, where possible, in meeting their obligations laid down in Articles 32 through 36 of the GDPR. If required, the Joint Controllers provide each other with the necessary information from their respective fields of activity.

It is agreed that the Controller and/or its processor that transfer(s) personal data in the scope of the execution of the present JCA to a Controller and/or processor situated in the country that does not present adequate safeguards under the GDPR will ensure that such transfer is possible and that it complies with the GDPR (i.e. such as by signing Standard Contractual Clauses).

<b>Obligation under the GDPR</b>	<b>All Controllers</b>
Art. 5(1) point (a): Fair processing	✓
Art. 5(1) point (a), Art. 6: Lawfulness of processing	✓
Art. 5(1) point (a): Transparency of processing	✓
Art. 5(1) point (b): Purpose limitation of processing	✓
Art. 5(1) point (c): Data minimisation	✓
Art. 5(1) point (d): Accuracy of personal data	✓
Art. 5(1) point (e): Storage limitation	✓
Art. 5 point (f): Integrity and confidentiality	✓
Art. 5(2): Accountability	✓
Art. 13: Information obligation for direct collection	✓
Art. 14: Information obligation for collection by third parties	✓
Art. 15: Processing of requests for access	✓
Art. 16: Processing of requests for rectification	✓
Art. 17, 18: Processing of claims for erasure of the data or restriction of processing	✓
Art. 19: Notification of rectification, erasure or restriction of processing	✓
Art. 20: Processing of requests for handover (data portability)	✓

Art. 21: Processing of objections	✓
Art. 24 in connection with Art. 32: Implementation of the technical and organisational measures after risk assessment	✓
Art. 24: Reviewing and updating of the technical and organisational measures	✓
Art. 24: Documentation of the selection of the technical and organisational measures	✓
Art. 25: Ensuring “privacy by design” and “privacy by default”	✓
Art. 26: Provision of the essential services under this Agreement	✓
Art. 26: Point of contact for data subjects	✓
Art. 27: Written appointment of a representative within the EU with legal effect for all Controllers (where required)	✓
Art. 28: Initial examination of the suitability of processors (where required)	✓
Art. 28: Regular controls of processors (where required)	✓
Art. 30: Maintenance of the record of processing activities	✓
Art. 33, 34: Ensuring the notification obligation and, where applicable, notification of data subjects in the event of data breaches	✓
Art. 35: Assessment of the necessity and performance of data protection impact assessments	✓
Art. 36: Prior consultation of a supervisory authority and transfer of the required information	✓
Nature: 42: Performance of certification mechanisms, data protection seals and marks (optional)	✓
Art. 46: Ensuring appropriate safeguards in the course of transfers to third countries (where required)	✓

## Annex 3: Project Implementation Agreement (model)

# MODEL PROJECT IMPLEMENTATION AGREEMENT

Established between

- Partner 1 (acting as a coordinator of the project consortium)
- Partner 2
- Partner 3

hereinafter jointly referred as "the Partners"

## Preamble

It is hereby agreed that the Partners shall implement a BANOS project [full name and acronym], hereinafter referred as "BANOS [acronym]."

This Project Implementation Agreement, hereafter referred as "Agreement", sets out the rules and procedures of the common action of the Partners in the BANOS project towards BANOS Programme management. Details of the project implementation are described in the Annex 1 (Description of Work).

For each Partner, the Agreement will come into force on the date of signature by the Partner's representative and shall remain in force until the end of the project and until fulfilment of all responsibilities by the Partners.

This Agreement is a mutual statement of intent among the Partners, who agree to make every reasonable effort to fulfil the intents expressed herein.

## Article 1 – Partners of the project consortium

The Partners of the [acronym of the project] project consortium are the organisations associated with this Agreement. All the Partners together form the project consortium (the "Consortium").

The Partners have concluded a consortium agreement (the "Consortium Agreement") regarding the internal organisation of the Consortium prior to the signature of this Agreement.

## Article 2 – Scope

[BANOS Call Secretariat] and [number] Funding Partner Organisations have concluded a Memorandum of Understanding, hereinafter 'MoU', on implementing a joint Call for Proposals [name] on [date]. According to the evaluation outcome, the BANOS Call Steering Committee has decided to fund the project [title, acronym, number] submitted by the Consortium.

Each Partner of a funded project concludes a grant agreement with its own national funder and complies with the terms of national legislation regarding funding and financial arrangements.

This Agreement describes administrative arrangements between [BANOS Call Secretariat] and the Consortium to facilitate the implementation of the project.

### **Article 3 – Duration and start date of the project**

The duration of the project shall be [insert number] months. Start date of the project shall be [insert date].

### **Article 4 – Reporting periods and language of reports**

The project is divided into the reporting periods as follows:

- P1: from month 1 to month X
- P2: from month X+1 to month Y
- Pn: from month Y+1 to month Z

Any report and deliverable, when appropriate, referred in this Agreement shall be in English.

### **Article 5 – General principles of project implementation**

#### **1) Organisation of the Consortium and the role of the Coordinator**

All the Partners together form the Consortium. Partners are represented towards the [BANOS Secretariat] by the Coordinator, who shall be the intermediary for any communication between the [BANOS Secretariat] and any Partner, with the exceptions foreseen in this Agreement. In particular, the Coordinator shall review the reports to verify consistency with the project tasks before transmitting them to the [BANOS Secretariat].

Partners shall fulfill the following obligations as a Consortium:

- provide all detailed data requested by the [BANOS Secretariat] for the purposes of the proper administration and reporting of this project
- allow the representatives of the [BANOS Secretariat] and/or Funding Partner Organisation to take part in meetings concerning the project.

#### **2) Specific performance obligations of each Partner**

Each Partner shall:

- carry out the work to be performed, as identified in the Annex 1, ensure that the tasks assigned to it are correctly and timely performed and submit deliverables assigned to it
- inform the other Partners and the [BANOS Secretariat] through the Coordinator in due time of:
  - any event which might affect the implementation of the project
  - any change in its legal name, address and its representatives
- take part in meetings concerning the supervision, monitoring and evaluation of the project which are relevant to it.

### 3) Project reporting

The Consortium shall submit a **periodic report** to the [BANOS Secretariat] for each reporting period, excluding the last one, within 60 days after the end of each respective period. The report shall include:

- an overview, including a publishable summary, of the progress of work towards the objectives of the project, including achievements and attainment of any milestones and deliverables identified in the Annex 1. This report should include the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out
- a report on performance statistics according to a form provided by the [BANOS Secretariat].

The Consortium shall submit a **final report** to the [BANOS Secretariat] within [xx] days after the end of the project. The report shall include:

- a final publishable summary report covering results, conclusions and socio-economic impact of the project
- a scientific/technological report covering results and impact, the wider societal implications of the project, including gender equality actions, ethical issues, efforts to involve other actors and spread awareness
- a report on performance statistics according to a form provided by the [BANOS Secretariat].

The Consortium shall transmit the reports, information and other deliverables through the Coordinator to the [BANOS Secretariat]. The Coordinator shall compile these into integrated and consistent reports for the project. The scientific reports and deliverables shall be submitted electronically via the BANOS EPSS. Any other information shall be submitted in electronic format unless otherwise requested.

The layout and content of the reports shall conform to the instructions and guidance notes established by the [BANOS Secretariat].

The publishable parts of the reports submitted to the [BANOS Secretariat] should be of a suitable quality to enable direct publication. Their submission to the [BANOS Secretariat] in publishable form indicates that no confidential material is included therein.

Deliverables identified in Annex I shall be submitted as foreseen therein.

At the end of each reporting period, the [BANOS Secretariat] shall evaluate project reports and deliverables within 60 days of their receipt. The [BANOS Secretariat] may be assisted by external experts in the analysis and evaluation of the reports and deliverables. Incomplete or non-adequate deliverables and project reports shall be sent back to the Consortium for amending them appropriately.

### 4) Suspension of the project

The Coordinator shall immediately inform the [BANOS Secretariat] and respective Funding Partner Organisations of any event affecting or delaying the implementation of the project.

The Coordinator can propose to suspend the whole or part of the project if force majeure or exceptional circumstances makes the execution of the project excessively difficult or uneconomic. The Coordinator must inform the [BANOS Secretariat] and respective Funding Partner Organisation without delay of such circumstances, including full justification and information related to the event, as well as an estimation of the date when the work on the project will begin again.

Pending on a consent by the Funding Partner Organisations, the suspension of the whole or part of the project may be lifted once the Consortium has agreed on the continuation of the project and, as appropriate, any necessary modification, including extension of the duration of the project, has been identified by means of a written amendment.

## **5) Confidentiality**

Conditions related to confidentiality of data, documents or other material are agreed in the Consortium Agreement. The [BANOS Secretariat] commits to preserve the confidentiality of confidential information until five years after the completion of the project. At the request by a Partner, the [BANOS Secretary] may agree to extend this period regarding specific confidential information.

## **6) Protection of personal data**

The Partners commit to process personal data in compliance with the applicable EU, international and national law on data protection.

## **7) Open access/open data**

The partners ensure – to the extent legitimate interests or constraints are safeguarded - open access to research data and to peer-reviewed scientific publications relating to their results according to the requirements of their FPO.

## **8) Communication of data for evaluation and impact assessment**

The Consortium shall provide, at the request of the [BANOS Secretariat], the data necessary for:

- the continuous and systematic review of BANOS
- the evaluation and impact assessment of activities of BANOS

Such data may be requested throughout the duration of the project and up to five years after the end of the project. The data collected may be used by the [BANOS Secretariat] in its own evaluations but will not be published other than on an anonymous basis.

## **9) Communication and dissemination information**

The Consortium shall, throughout the duration of the project, take appropriate measures to engage with the public and the media about the project.

Any publicity made by the Consortium in respect of the project, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the [BANOS Secretariat and FPOs] are not liable for any use that may be made of the information contained therein.

All communication activities of the Consortium related to the action (including scientific and popular publications, media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.) must include the acknowledgment to the BANOS Programme and all respective funding organisations.

[BANOS Secretariat] shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- the name of the Partners
- contact addresses of Partners
- the general purpose of the project in the form of the summary provided by the Consortium
- the geographic location of the activities carried out
- the list of dissemination activities and/or of patent (applications) relating to results
- the details/references and the abstracts of scientific publications relating to results
- the publishable reports submitted to it
- in compliance with relevant third party rights, any picture or any audiovisual or web material provided to the [BANOS Secretariat] in the framework of the project.

The Consortium shall ensure that all necessary authorisations for such reports and other dissemination material have been obtained and that the publication of the information by the [BANOS Secretariat] does not violate any rights of third parties.

## **Article 6 – Communication**

Any communication concerning the Agreement shall be submitted to the following addresses:

For the [BANOS Secretariat]: [name of contact person]  
[contact address] / [email address]

For the Coordinator: [name of contact person]  
[contact address] / [email address]



## Signatures