

HE ERC SUPPLEMENTARY AGREEMENT

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Grant Agreement: 101224803 COSMOMAG

This ‘**Supplementary Agreement**’ is **between** the following parties:

1. ‘the beneficiary’:

Stockholm University (SU), established in Universitetsvägen 10, 106 91, Stockholm, represented by Maryam Hansson Edalat, hosting and engaging the principal investigator.

2. ‘the principal investigator’:

Axel Brandenburg, Germany

The parties referred to above have agreed to enter into this Supplementary Agreement and fully accept the provisions and terms and conditions it sets out.

The Supplementary Agreement is composed of:

Terms and Conditions

Annex 1 Grant Agreement 101224803 COSMOMAG and its annexes

TERMS AND CONDITIONS

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Supplementary Agreement sets out the rights and obligations of the principal investigator in relation to the Grant Agreement 101224803 COSMOMAG, for the action **Probe of the first microseconds of the Universe with cosmological magnetic fields, COSMOMAG**, which was concluded between the beneficiary and the European Research Council Executive Agency (ERCEA) (‘the granting authority’) and to which the principal investigator is a third party.

ARTICLE 2 — BASIC RIGHTS OF THE PRINCIPAL INVESTIGATOR

The beneficiary must:

- (a) Host and engage the principal investigator for the whole duration of the action;
- (b) 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 Researchers¹ — in particular regarding working conditions, transparent recruitment processes based on merit and career development— and ensure that the principal investigator, researchers and third parties involved in the action are aware of them;

- (c) provide the principal investigator with a **copy of** the signed **Grant Agreement**;
- (d) meet all its obligations set out in the Grant Agreement;
- (e) guarantee the principal investigator **scientific independence** in particular for the:
 - (i) use of the budget to achieve the action's scientific objectives;
 - (ii) authority to publish as senior author and invite as co-authors those who have contributed substantially to the work;
 - (iii) preparation of scientific reports for the action;
 - (iv) selection and supervision of other team members, in line with profiles needed to conduct the research and in accordance with the beneficiary's usual management practices;
 - (v) possibility to apply independently for funding;
 - (vi) access to appropriate space and facilities for conducting the research;
- (f) provide — during the implementation of the action — **research support** to the principal investigator and the team members (regarding infrastructure, equipment, access rights –including, full access on a royalty-free basis for the principal investigator to background and results needed for their activities under the action-, products and other services necessary for conducting the research);
- (g) support the principal investigator and provide **administrative assistance**, in particular for the:
 - (i) general management of the work and the team;
 - (ii) scientific reporting, especially ensuring that the team members send their scientific results to the principal investigator;
 - (iii) financial reporting, especially providing timely and clear financial information;
 - (iv) application of the beneficiary's usual management practices;

¹ Commission Recommendation 251/2005/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).

- (v) general logistics of the action;
- (vi) access to the electronic exchange system;
- (h) **inform** the principal investigator immediately (in writing) of any events or circumstances likely to affect the Grant Agreement;
- (i) ensure that the principal investigator enjoys **adequate**:
 - (i) conditions for **annual, sickness and parental leaves**;
 - (ii) occupational **health and safety standards**;
 - (iii) **insurance** under the general social security scheme, such as pension rights;
- (j) allow the **transfer of the Grant Agreement** to a new beneficiary, if requested by the principal investigator and provided that the objectives of the action remain achievable (portability; see Article 41 and Annex 5 of the Grant Agreement). The beneficiary may object only on the basis that the transfer is not possible under national law. In particular, the beneficiary must:
 - (i) agree with the principal investigator and the new beneficiary on a plan for the transfer of the intellectual property rights under the Grant Agreement to the new beneficiary
 - (ii) transfer to the new beneficiary any part of the prefinancing received which is not covered by an approved financial report (if requested by the granting authority)
 - (iii) transfer to the new beneficiary the equipment purchased and used exclusively for the action against reimbursement of the costs that have not yet been depreciated (if requested by the principal investigator and the granting authority, and unless the transfer is not possible under national law).

ARTICLE 3 - BASIC OBLIGATIONS OF THE PRINCIPAL INVESTIGATOR

The principal investigator must:

- (a) **supervise** the scientific and technological **implementation** of the action;
- (b) assume the responsibility for the **scientific reporting** for the beneficiary and contribute to the **financial reporting**;
- (c) meet the time commitments for implementing the action and for working in an EU Member State or Horizon Europe associated country, as set out in Annex 1 of the Grant agreement;

- (d) apply the beneficiary's usual management practices;
- (e) **inform** the beneficiary immediately of any events or circumstances likely to affect the Grant Agreement, such as:
 - a planned transfer of the action (or part of it) to a new beneficiary (see Article 41 and Annex 5 of the Grant Agreement);
 - any personal grounds affecting the implementation of the action;
 - any changes in the information that was used as a basis for signing the supplementary agreement;
 - any changes in the information that was used as a basis for awarding the grant;
- (f) ensure the **visibility of EU funding** in communications or publications and in applications for the protection of results (see Articles 16 and 17 of the Grant Agreement);
- (g) uphold the intellectual property rights of the beneficiary during the implementation of the action and afterwards;
- (h) maintain **confidentiality** as provided for in Article 13 of the Grant Agreement;
- (i) for a transfer of the action (or part of it) to a new beneficiary:
 - propose to the beneficiary (in writing) to what extent the action will be transferred and the details of the transfer arrangement;
 - provide a statement to the beneficiary with the detailed results of the research up to the time of transfer;
- (j) allow the bodies mentioned in Article 25 of the Grant agreement (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) to exercise their rights also towards the principal investigator.
- (k) for ERC grants with more than one principal investigator, the above-mentioned obligations must be ensured by each principal investigator towards their beneficiary, the coordinator and the other principal investigators. Moreover, the following specificities must be observed:

- for the implementation of the action: the corresponding principal investigator bears the overall responsibility for the supervision of the scientific and technological implementation of the action, while the other principal investigators must contribute to the overall implementation and supervise each one their parts
- for the reporting: the corresponding principal investigator assumes the primary responsibility for the scientific reporting and contribution to the financial reporting, while the other principal investigators must contribute to both the scientific and financial reporting
- for events or circumstances likely to affect the Agreement: each principal investigator must inform the coordinator, their beneficiary and the other principal investigators
- for transfers of a part of the action by one of the principal investigators (portability; Article 41 and Annex 5 of the Grant Agreement):
 - the corresponding principal investigator must verify that the beneficiary of the principal investigator and the coordinator were informed
 - the principal investigator concerned must provide the coordinator and their beneficiary with a statement on the detailed results of the research up to the time of transfer

ARTICLE 4 ADDITIONAL PROVISIONS CONCERNING INTELLECTUAL PROPERTY

Access to Background

Access rights to Background will remain with the project, should the beneficiary withdraw from the project.

Access and use of Results

The principal investigator shall be the owner of all Results generated within the project. All intellectual property rights will remain the principal investigator's property. The beneficiary is however granted a right unlimited in time to use the Results for the purposes set out in this agreement. The beneficiary is also entitled to use Results for non-commercial research activities on a royalty-free basis.

Any application for a patent made by the principal investigator must include the following statement:

This project has received funding from the European Research Council (ERC) under the European Union's Horizon Europe research and innovation programme (grant agreement No 101224803).

Access rights to Results will remain with the project, should the beneficiary withdraw from the project.

Dissemination

Publication and dissemination shall be made in respect of intellectual property rights and shall include the following statement:

This project has received funding from the European Research Council (ERC) under the European Union's Horizon Europe research and innovation programme (grant agreement No 101224803).

Any form of dissemination shall be made in accordance with Article 17 in the ERC Grant Agreement.

ARTICLE 5 — ADDITIONAL PROVISIONS CONCERNING CONFIDENTIALITY

Transfer of confidential information to a third party is only acceptable if

- the recipient already is in possession of the information without any obligation of confidentiality,
- the information is received by the recipient from a third party without any obligation of confidentiality,
- the information is, or becomes, public in another way than a breach of this Agreement,
- the information is part of the recipient's Background,
- or
- the information is required to be disclosed in order to comply with applicable laws or regulations or by court or administrative order.

Confidential documents may only be used for the purposes set out in this agreement.

The parties guarantee that this confidentiality undertaking is observed by other persons working with them under this agreement.

ARTICLE 6 — FINAL PROVISIONS

6.1 Interpretation of the Supplementary Agreement

The Grant Agreement takes precedence over the Supplementary Agreement. Nothing in the Supplementary Agreement may be construed to contradict the Grant Agreement. The provisions of the Supplementary Agreement which contradict the Grant Agreement are null and void.

The Grant Agreement and the Supplementary Agreement take precedence over the Internal Arrangements. Nothing in the Internal Arrangements may be construed to contradict these Agreements.

6.2 Applicable law

The Supplementary Agreement is governed by the law of Sweden².

² It is up to the parties to choose the applicable law they wish. Normal practice is to choose the law of the country of the beneficiary. It is the parties' responsibility to check that the Supplementary Agreement is compatible with that law.

6.3 Dispute settlement

Disputes arising from this Supplementary Agreement must be settled before the competent Swedish³ courts.

SIGNATURES

For the beneficiary:
Maryam Hansson Edalat

date signature

For the principal investigator:
Axel Brandenburg

date signature

Done at Stockholm, Sweden in English.

³ It is up to the parties to choose the jurisdiction they wish. Normal practice is to choose the jurisdiction of the country of the beneficiary.