

Deliverable 1.2
Setting up of SC, SAB and
Users Group



Development of innovative priming technologies
safeguarding yield security in soft fruit crops
through a cutting-edge technological approach



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Document Summary

Deliverable number & title: D1.2 – Setting up of SC, SAB and Users Group

Version & submission date: v1 – 28th November 2022

Lead Beneficiary: NTUA

Related Work package: WP1

Authors: Georgia Frakolaki (NTUA), George Manganaris (CUT)

Contributors to deliverable: CUT, KUL, CSIC, NTUA, UP

Reviewers: Maarten Hertog (KUL), Francisco Tomas-Barberan (CSIC), Bernd Müller-Röber (UP)

Communication level:

PU Public

CO Confidential, only for members of the consortium (including the Commission Services)

Approved by: Steering Committee

Final version of the deliverable to be approved by the respective GA members (before submission to the EU).

CUT KUL CSIC NTUA UP

Grant Agreement Number: 101079119

Call: HORIZON-WIDERA-2021-ACCESS-03

Type of action: HORIZON Coordination and Support Actions

Granting authority: European Research Executive Agency

Acronym: PRIMESOFT

Start date of Project: November 1, 2022

Duration: 3 years

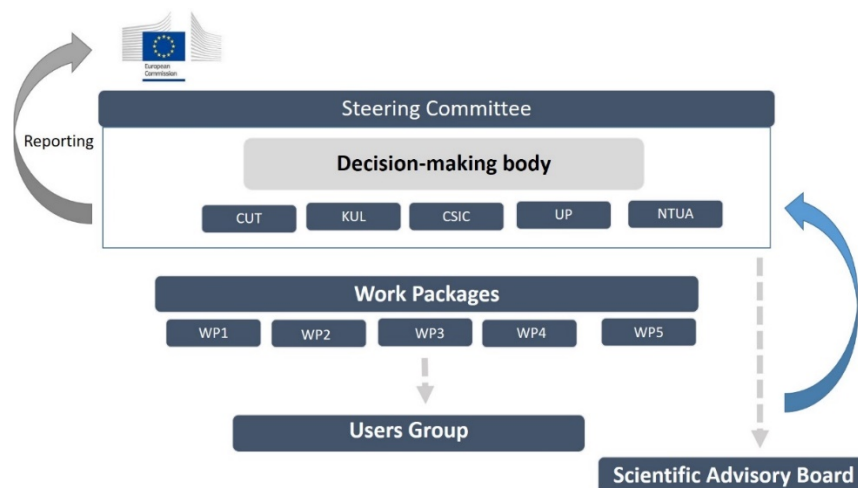
Project coordinator: CUT

Abstract

The D1.2 entitled 'Setting up of SC, SAB and Users Group' will be provided in two editions, during M1 and M24, respectively. This deliverable is linked with T1.2 entitled 'Steering Committee, Scientific Advisory Board & Users Group'

Task 1.2 brief description: The Steering Committee (SC) will be formalized during the kick-off meeting and will be comprised of two members of the WI and one member per Advanced Partner. As an executive body, the SC will deal with legal, financial, administrative and IP management issues. Furthermore, a Scientific Advisory Board (SAB) will be nominated to provide consultancy on the experimental strategy and data exploitation. The SAB will be composed by key persons both from Academia and the Industry. The Users Group will be continuously developed until M24. It aims to include stakeholders from the sectors of soft fruits and priming agents, governmental bodies and policy makers and will be further expanded/enriched through brokerage events.

The management structure will be run in a manner similar to any competent business organization, with a clearly defined structure, communication strategy, democratic decision-making processes and methods for monitoring and reporting progress.



The current version is the first edition (v1) of Deliverable D1.2



1. Set up of the Steering Committee

The overall model underpinning PRIMESOFT is to bring the WI together with APs, as one productive operational team, through which distinctive forms of knowledge (scientific, technical, practical, organizational and managerial) will contribute to the realization of project goals in an interactive mode. During the kick off meeting, it was unanimously decided that the Steering Committee will be composed by the following persons:

- George Manganaris, Cyprus University of Technology
- Vassilis Fotopoulos, Cyprus University of Technology
- Bernd Müller-Röber, University of Potsdam
- Maarten Hertog, Katholieke Universiteit Leuven
- Francisco Tomas-Barberan, CEBAS-CSIC
- Magda Krokida, National Technical University of Athens

The SC will be responsible for the overall project implementation and for the efficiency of operations, and will have the following main powers:

1. agreeing upon allocation of budget in accordance with the EC contract
2. deciding on the modalities of use, management and release of budgets
3. monitoring and reviewing the overall progress of the project
4. addressing any problems and risks encountered
5. making decisions concerning revisions of scientific strategies and project management

Fruitful discussions between all members of the SC will be achieved through face-to-face and e-meetings to report accomplished tasks and plan next steps and/or apply corrective measures if needed. Project management procedures include communication, decision-making processes and innovation management. Upon initiation of the project, an internal web-based platform for data and information exchange was set up. Vertical communication channels for reporting and monitoring as well as horizontal interactions between the interconnected WPs was established. In the interest of efficiency, technical decisions that are not of strategic importance to the project will be taken at the lowest possible level, through discussion among participants of a given task. Strategic issues (i.e. mitigation measures to combat risks, defaulting participants) will be decided by the SC and decisions will be taken by majority voting as analytically described in the Consortium Agreement.





2. Set up the Scientific Advisory Board

An independent Scientific Advisory Board (SAB) of international experts and key policy scientists was invited to monitor, offer feedback and advice on progress, scientific quality, impact and excellence of the project. During the kick off meeting, it was decided to select persons both from Academia and the Industry with knowledge on priming agents and/or soft fruit production. By way of exception to Consortium Agreement Section 6.4.4, the Parties mandated the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the Scientific Advisory Board, in order to protect confidential information disclosed by any of the parties to any member of the SAB, either directly or through the Coordinator in the case where the concerned party gave to the Coordinator its prior written approval for such disclosure

Dr. Manganaris was assigned to contact the following persons to confirm their acceptance to act as members of this Committee: (1) Bruno Mezzetti, University of Ancona, Italy, (2) Salma Balazadeh, University of Leiden, The Netherlands, (3) Evangelos Tsormpatsidis, Berryplasma Worldwide, Greece, (4) Neerakkal Sujeeth, BioAtlantis Ltd., Ireland.

All 4 persons accepted to join the SAB and they have signed a non-disclosure agreement (see Appendix).

- Bruno Mezzetti [expertise: soft fruit crops, breeding]
- Salma Balazadeh [expertise: plant science, biotechnology, plant growth and development]
- Evangelos Tsormpatsidis [expertise: soft fruit production protocols]
- Neerakkal Sujeeth [expertise: abiotic stress tolerance of crops, priming].

The SAB members will be asked to:

- provide guidance for the project, assist and facilitate the decisions made by the Steering Committee and represent stakeholder interests
- participate on annual basis on virtual meetings among members of the Steering Committee and the Scientific Advisory Board members
- deliver a keynote speech during the Conference that will be organized in Cyprus (travel and subsistence expenses covered) / this event is scheduled for 4-6 November 2024 in Lemesos, Cyprus

- provide an executive summary report at intermediate (M17) and final (M36) stage

3. Set up of Users Group

The Users Group will include industrial stakeholders, SMEs, grower's associations and governmental bodies. PRIMESOFT aims to establish a wide network of stakeholders, end users and other potential collaborators through a series of meetings, invitations in aligned events, while a considerable number of high-profile companies have expressed interest in collaborating.



The enrichment of User's Group is tightly aligned with Task 5.3 entitled 'Engagement and long-term strategic partnership with stakeholders'. To this aim, the Steering Committee will implement a long-term strategic partnership viability analysis, to pinpoint potential industrial partners with shared objectives, mutual benefits and complementarity in human and financial resources. Initially, a stakeholder mapping will be implemented during the first months of the project. Thereafter, a list of private entity stakeholders will be compiled to seek long-term collaborations, with the main criterium for the collaboration being the mutual interest in the partnership. These long-term partnerships aim at promoting innovation in the agro/food sector by improving the quality and relevancy of research results due to synergies among the partners and ensure greater adoption by end-user groups.



The entities that will be involved in User's Group will be indicated publicly on the PRIMESOFT website that will be amended until M24 in a dynamic manner. The second edition (v2) of Deliverable D1.2 will include a full list of the User's Group members, and will be delivered by M24.

3. Appendix

- Non-disclosure agreement [Bruno Mezzetti]
- Non-disclosure agreement [Salma Balazadeh]
- Non-disclosure agreement [Evangelos Tsormpatsidis]
- Non-disclosure agreement [Neerakkal Sujeeth]



Funded by
the European Union

The project has received funding from the European Union's Horizon Europe programme under Grant Agreement 101079119

PARTNERS



NDA for Scientific Advisory Board members

Between

the Coordinator, [TECHNOLOGIKO PANEPISTIMIO KYPROU, CUT, with legal address CY - 3036 LEMESOS, ARCHBISHOP KYPRIANOS 31 SAVINGS COOPERATIVE BANK BUILDING 3RD FLOOR

and

Bruno Mezzetti, hereinafter referred to as the "Scientific Advisory Board Member" or "SAB Member"

The Coordinator and the SAB Member are collectively referred to as the Parties.

Whereas:

- the Coordinator is participating in a research project entitled 'Development of innovative priming technologies safeguarding yield security in soft fruit crops through a cutting-edge interdisciplinary approach' (Acronym: PRIMESOFT), financed by the *European Commission* under Horizon Europe (Project ID:101079119), which is sufficiently known to the SAB Member.
- the Coordinator has signed a Grant Agreement with the *European Commission* for the performance of this PRIMESOFT Project;
- The Coordinator has signed a Consortium Agreement with the partners participating in the PRIMESOFT project;
- The partners of the PRIMESOFT project have authorised the Coordinator to conclude this Scientific Advisory Board Member Agreement ("Agreement") on their behalf;
- The Parties wish to involve the SAB Member with advisory role on scientific and application/market-oriented issues of the PRIMESOFT project.
- SAB Member desires to offer voluntarily a neutral advise, which will be based on the review of PRIMESOFT project and could contribute to the progress of it.

Words defined in the Grant Agreement have the same meaning in this Scientific Advisory Board Member Agreement.

NOW THEREFORE

the Parties agree as follows.

Article 1. Purpose and scope

- 1.1. The SAB Member will participate in the activities of PRIMESOFT on the terms and conditions stipulated in this Agreement.
- 1.2. The SAB Members are entitled to participate in the Scientific Advisory Board meetings of the PRIMESOFT Project as specified in the Plan of Work (Annex 1 to the Grant Agreement).
- 1.3. The tasks of the Scientific Advisory Board are the following:
 - Provide guidance for the project, assist and facilitate the decisions made by the Steering Committee and represent stakeholder interests.
 - Participate on annual basis on virtual meetings among members of the Steering Committee and the Scientific Advisory Board members
 - Attend and deliver a keynote speech during the Conference and/or infodays that will be organized in Cyprus (travel and subsistence expenses covered)
 - Make an intermediate (M17) and final (M36) report with a summary of the progress

Article 2. Confidentiality

- 2.1 In the performance of its tasks under this Agreement, the SAB Member may receive Confidential Information from the Coordinator or any other partner of the PRIMESOFT Project. "Confidential Information" shall mean any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed by the Coordinator or a partner of the PRIMESOFT Project pursuant to this Agreement, whether in oral, written or any other form.
- 2.2 The SAB Member agrees to:
- a) not distribute, disclosed, or disseminated in any way or form to any third party without prior written consent from the disclosing PRIMESOFT project partner, and also agrees to use the Confidential Information solely for the purpose, as described in Article 1 of this Agreement.
 - b) treat Confidential Information with the same degree of care to avoid disclosure to any third party, as is used with respect to SAB Member's own confidential information.
 - c) destroy or return to the disclosing PRIMESOFT project partner all Confidential Information, along with all copies thereof (i) within thirty (30) days upon receipt of a written request from the disclosing PRIMESOFT project partner setting forth the Confidential Information to be destroyed or returned or (ii) upon termination of the Agreement. One record copy may be retained to determine compliance under this Agreement.
- 2.3 The obligations of section 2.2 shall not apply to any information, which the SAB Member can prove:
- (a) Is or becomes part of the public domain, through no breach of this Agreement by the SAB Member;
 - (b) Was in SAB Member's possession prior to receipt from the disclosing PRIMESOFT project partner;
 - (c) Is received by the SAB Member from a third party free to disclose such information;
 - (d) Is subsequently independently developed by the SAB Member, without use of disclosing PRIMESOFT project partner 's Confidential Information;
 - (e) Is approved for release by prior written authorization of the disclosing PRIMESOFT project partner; or
 - (f) Is required to be disclosed by operation of law or by final court or administrative order provided that the SAB Member furnishes prior notice of such requirement to the disclosing PRIMESOFT project partner and cooperates with the disclosing PRIMESOFT project partner in contesting disclosure or obtaining confidential treatment of such disclosure.
- 2.4 The Parties agree that no warranties of any kind are made by either Party under this Agreement. Any Information exchanged under this Agreement, is provided "AS IS". It is understood that no patent, copyright, trademark or other proprietary right or license is granted by the disclosing PRIMESOFT project partner under this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the SAB Member any rights therein.
- 2.5 Each party assumes liability for damages from any breach of this Agreement by itself or its employees and agents.

Article 3. Term and termination

This Agreement is effective upon signature of this Agreement by the Parties, as of the last date indicated in the signature area below and for a duration of [36] months. It can be terminated by any of the Parties with at least three (3) months' notice. If the Grant Agreement is terminated for any reason, Agreement

will automatically become null and void. However, the SAB Member's confidentiality obligations with respect to each item of Confidential Information under this Agreement shall survive termination of the Agreement for a period of 5 years after termination of this Agreement.

Article 4. Governing law and dispute resolution

All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice of the dispute to the defaulting Party, then the dispute may be submitted to the exclusive jurisdiction of the courts of Leuven, Belgium. This Agreement shall be governed by and construed in accordance with the laws of Belgium.

Article 5. Miscellaneous

This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either Party, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative:

For the Coordinator

Name: George Manganaris

Date: 17/11/22

**GEORGIOS
MANGANARIS**
Digitally signed by GEORGIOS
MANGANARIS
Date: 2022.11.17 10:54:35 EET
Reason: Approved
Location: Cyprus University of
Technology

For the Scientific Advisory Board Members

Name: Bruno Mezzetti

Date: 21/11/2022



NDA for Scientific Advisory Board members

Between

the Coordinator, [TECHNOLOGIKO PANEPISTIMIO KYPROU, CUT, with legal address CY - 3036 LEMESOS, ARCHBISHOP KYPRIANOS 31 SAVINGS COOPERATIVE BANK BUILDING 3RD FLOOR

and

Salma Balazadeh, hereinafter referred to as the “Scientific Advisory Board Member” or “SAB Member”

The Coordinator and the SAB Member are collectively referred to as the Parties.

Whereas:

- the Coordinator is participating in a research project entitled ‘Development of innovative priming technologies safeguarding yield security in soft fruit crops through a cutting-edge interdisciplinary approach’ (Acronym: PRIMESOFT), financed by the *European Commission* under Horizon Europe (Project ID:101079119), which is sufficiently known to the SAB Member.
- the Coordinator has signed a Grant Agreement with the *European Commission* for the performance of this PRIMESOFT Project;
- The Coordinator has signed a Consortium Agreement with the partners participating in the PRIMESOFT project;
- The partners of the PRIMESOFT project have authorised the Coordinator to conclude this Scientific Advisory Board Member Agreement (“Agreement”) on their behalf;
- The Parties wish to involve the SAB Member with advisory role on scientific and application/market-oriented issues of the PRIMESOFT project.
- SAB Member desires to offer voluntarily a neutral advise, which will be based on the review of PRIMESOFT project and could contribute to the progress of it.

Words defined in the Grant Agreement have the same meaning in this Scientific Advisory Board Member Agreement.

NOW THEREFORE

the Parties agree as follows.

Article 1. Purpose and scope

- 1.1. The SAB Member will participate in the activities of PRIMESOFT on the terms and conditions stipulated in this Agreement.
- 1.2. The SAB Members are entitled to participate in the Scientific Advisory Board meetings of the PRIMESOFT Project as specified in the Plan of Work (Annex 1 to the Grant Agreement).
- 1.3. The tasks of the Scientific Advisory Board are the following:
 - Provide guidance for the project, assist and facilitate the decisions made by the Steering Committee and represent stakeholder interests.
 - Participate on annual basis on virtual meetings among members of the Steering Committee and the Scientific Advisory Board members
 - Attend and deliver a keynote speech during the Conference and/or infodays that will be organized in Cyprus (travel and subsistence expenses covered)
 - Make an intermediate (M17) and final (M36) report with a summary of the progress

Article 2. Confidentiality

- 2.1 In the performance of its tasks under this Agreement, the SAB Member may receive Confidential Information from the Coordinator or any other partner of the PRIMESOFT Project. "Confidential Information" shall mean any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed by the Coordinator or a partner of the PRIMESOFT Project pursuant to this Agreement, whether in oral, written or any other form.
- 2.2 The SAB Member agrees to:
- a) not distribute, disclosed, or disseminated in any way or form to any third party without prior written consent from the disclosing PRIMESOFT project partner, and also agrees to use the Confidential Information solely for the purpose, as described in Article 1 of this Agreement.
 - b) treat Confidential Information with the same degree of care to avoid disclosure to any third party, as is used with respect to SAB Member's own confidential information.
 - c) destroy or return to the disclosing PRIMESOFT project partner all Confidential Information, along with all copies thereof (i) within thirty (30) days upon receipt of a written request from the disclosing PRIMESOFT project partner setting forth the Confidential Information to be destroyed or returned or (ii) upon termination of the Agreement. One record copy may be retained to determine compliance under this Agreement.
- 2.3 The obligations of section 2.2 shall not apply to any information, which the SAB Member can prove:
- (a) Is or becomes part of the public domain, through no breach of this Agreement by the SAB Member;
 - (b) Was in SAB Member's possession prior to receipt from the disclosing PRIMESOFT project partner;
 - (c) Is received by the SAB Member from a third party free to disclose such information;
 - (d) Is subsequently independently developed by the SAB Member, without use of disclosing PRIMESOFT project partner 's Confidential Information;
 - (e) Is approved for release by prior written authorization of the disclosing PRIMESOFT project partner; or
 - (f) Is required to be disclosed by operation of law or by final court or administrative order provided that the SAB Member furnishes prior notice of such requirement to the disclosing PRIMESOFT project partner and cooperates with the disclosing PRIMESOFT project partner in contesting disclosure or obtaining confidential treatment of such disclosure.
- 2.4 The Parties agree that no warranties of any kind are made by either Party under this Agreement. Any Information exchanged under this Agreement, is provided "AS IS". It is understood that no patent, copyright, trademark or other proprietary right or license is granted by the disclosing PRIMESOFT project partner under this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the SAB Member any rights therein.
- 2.5 Each party assumes liability for damages from any breach of this Agreement by itself or its employees and agents.

Article 3. Term and termination

This Agreement is effective upon signature of this Agreement by the Parties, as of the last date indicated in the signature area below and for a duration of [36] months. It can be terminated by any of the Parties with at least three (3) months' notice. If the Grant Agreement is terminated for any reason, Agreement

will automatically become null and void. However, the SAB Member's confidentiality obligations with respect to each item of Confidential Information under this Agreement shall survive termination of the Agreement for a period of 5 years after termination of this Agreement.

Article 4. Governing law and dispute resolution

All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice of the dispute to the defaulting Party, then the dispute may be submitted to the exclusive jurisdiction of the courts of Leuven, Belgium. This Agreement shall be governed by and construed in accordance with the laws of Belgium.

Article 5. Miscellaneous

This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either Party, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative:

For the Coordinator

Name: George Manganaris

Date: 17/11/22

For the Scientific Advisory Board Members

Name: Salma Balazadeh

Date: 18.11.2022



NDA for Scientific Advisory Board members

Between

the Coordinator, [TECHNOLOGIKO PANEPISTIMIO KYPROU, CUT, with legal address CY - 3036 LEMESOS, ARCHBISHOP KYPRIANOS 31 SAVINGS COOPERATIVE BANK BUILDING 3RD FLOOR

and

Evangelos Tsormpatsidis, hereinafter referred to as the “Scientific Advisory Board Member” or “SAB Member”

The Coordinator and the SAB Member are collectively referred to as the Parties.

Whereas:

- the Coordinator is participating in a research project entitled ‘Development of innovative priming technologies safeguarding yield security in soft fruit crops through a cutting-edge interdisciplinary approach’ (Acronym: PRIMESOFT), financed by the *European Commission* under Horizon Europe (Project ID:101079119), which is sufficiently known to the SAB Member.
- the Coordinator has signed a Grant Agreement with the *European Commission* for the performance of this PRIMESOFT Project;
- The Coordinator has signed a Consortium Agreement with the partners participating in the PRIMESOFT project;
- The partners of the PRIMESOFT project have authorised the Coordinator to conclude this Scientific Advisory Board Member Agreement (“Agreement”) on their behalf;
- The Parties wish to involve the SAB Member with advisory role on scientific and application/market-oriented issues of the PRIMESOFT project.
- SAB Member desires to offer voluntarily a neutral advise, which will be based on the review of PRIMESOFT project and could contribute to the progress of it.

Words defined in the Grant Agreement have the same meaning in this Scientific Advisory Board Member Agreement.

NOW THEREFORE

the Parties agree as follows.

Article 1. Purpose and scope

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 - Provide guidance for the project, assist and facilitate the decisions made by the Steering Committee and represent stakeholder interests.
 - Participate on annual basis on virtual meetings among members of the Steering Committee and the Scientific Advisory Board members
 - Attend and deliver a keynote speech during the Conference and/or infodays that will be organized in Cyprus (travel and subsistence expenses covered)
 - Make an intermediate (M17) and final (M36) report with a summary of the progress

Article 2. Confidentiality

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- 2.2 The SAB Member agrees to:
- a) not distribute, disclosed, or disseminated in any way or form to any third party without prior written consent from the disclosing PRIMESOFT project partner, and also agrees to use the Confidential Information solely for the purpose, as described in Article 1 of this Agreement.
 - b) treat Confidential Information with the same degree of care to avoid disclosure to any third party, as is used with respect to SAB Member's own confidential information.
 - c) destroy or return to the disclosing PRIMESOFT project partner all Confidential Information, along with all copies thereof (i) within thirty (30) days upon receipt of a written request from the disclosing PRIMESOFT project partner setting forth the Confidential Information to be destroyed or returned or (ii) upon termination of the Agreement. One record copy may be retained to determine compliance under this Agreement.
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- (a) Is or becomes part of the public domain, through no breach of this Agreement by the SAB Member;
 - (b) Was in SAB Member's possession prior to receipt from the disclosing PRIMESOFT project partner;
 - (c) Is received by the SAB Member from a third party free to disclose such information;
 - (d) Is subsequently independently developed by the SAB Member, without use of disclosing PRIMESOFT project partner 's Confidential Information;
 - (e) Is approved for release by prior written authorization of the disclosing PRIMESOFT project partner; or
 - (f) Is required to be disclosed by operation of law or by final court or administrative order provided that the SAB Member furnishes prior notice of such requirement to the disclosing PRIMESOFT project partner and cooperates with the disclosing PRIMESOFT project partner in contesting disclosure or obtaining confidential treatment of such disclosure.
- 2.4 The Parties agree that no warranties of any kind are made by either Party under this Agreement. Any Information exchanged under this Agreement, is provided "AS IS". It is understood that no patent, copyright, trademark or other proprietary right or license is granted by the disclosing PRIMESOFT project partner under this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the SAB Member any rights therein.
- 2.5 Each party assumes liability for damages from any breach of this Agreement by itself or its employees and agents.

Article 3. Term and termination

This Agreement is effective upon signature of this Agreement by the Parties, as of the last date indicated in the signature area below and for a duration of [36] months. It can be terminated by any of the Parties

with at least three (3) months' notice. If the Grant Agreement is terminated for any reason, Agreement will automatically become null and void. However, the SAB Member's confidentiality obligations with respect to each item of Confidential Information under this Agreement shall survive termination of the Agreement for a period of 5 years after termination of this Agreement.

Article 4. Governing law and dispute resolution

All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice of the dispute to the defaulting Party, then the dispute may be submitted to the exclusive jurisdiction of the courts of Leuven, Belgium. This Agreement shall be governed by and construed in accordance with the laws of Belgium.

Article 5. Miscellaneous

This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either Party, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative:

For the Coordinator

Name: George Manganaris

Date: 17/11/22

**GEORGIOS
MANGANARIS**

Digitally signed by GEORGIOS
MANGANARIS
Date: 2022.11.17 11:00:43 EET
Reason: Approved
Location: Cyprus University of
Technology

For the Scientific Advisory Board Members

Name: Evangelos Tsormpatsidis

Date:

**Evangelos
Tsormpatsidis**

Digitally signed by
Evangelos Tsormpatsidis
DN: cn=Evangelos
Tsormpatsidis, o,
ou=Berryplasma World
LLC,
email=e.tsormpatsidis@
berryplasma.gr, c=GR
Date: 2022.11.24
13:14:35 +02'00'

NDA for Scientific Advisory Board members

Between

the Coordinator, [TECHNOLOGIKO PANEPISTIMIO KYPROU, CUT, with legal address CY - 3036 LEMESOS, ARCHBISHOP KYPRIANOS 31 SAVINGS COOPERATIVE BANK BUILDING 3RD FLOOR

and

Neerakkal Sujeeth, hereinafter referred to as the "Scientific Advisory Board Member" or "SAB Member"

The Coordinator and the SAB Member are collectively referred to as the Parties.

Whereas:

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- The Parties wish to involve the SAB Member with advisory role on scientific and application/market-oriented issues of the PRIMESOFT project.
- SAB Member desires to offer voluntarily a neutral advise, which will be based on the review of PRIMESOFT project and could contribute to the progress of it.

Words defined in the Grant Agreement have the same meaning in this Scientific Advisory Board Member Agreement.

NOW THEREFORE

the Parties agree as follows.

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 - o Provide guidance for the project, assist and facilitate the decisions made by the Steering Committee and represent stakeholder interests.
 - o Participate on annual basis on virtual meetings among members of the Steering Committee and the Scientific Advisory Board members
 - o Attend and deliver a keynote speech during the Conference and/or infodays that will be organized in Cyprus (travel and subsistence expenses covered)
 - o Make an intermediate (M17) and final (M36) report with a summary of the progress

Article 2. Confidentiality

- 2.1 In the performance of its tasks under this Agreement, the SAB Member may receive Confidential Information from the Coordinator or any other partner of the PRIMESOFT Project. "Confidential Information" shall mean any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed by the Coordinator or a partner of the PRIMESOFT Project pursuant to this Agreement, whether in oral, written or any other form.
- 2.2 The SAB Member agrees to:
- a) not distribute, disclosed, or disseminated in any way or form to any third party without prior written consent from the disclosing PRIMESOFT project partner, and also agrees to use the Confidential Information solely for the purpose, as described in Article 1 of this Agreement.
 - b) treat Confidential Information with the same degree of care to avoid disclosure to any third party, as is used with respect to SAB Member's own confidential information.
 - c) destroy or return to the disclosing PRIMESOFT project partner all Confidential Information, along with all copies thereof (i) within thirty (30) days upon receipt of a written request from the disclosing PRIMESOFT project partner setting forth the Confidential Information to be destroyed or returned or (ii) upon termination of the Agreement. One record copy may be retained to determine compliance under this Agreement.
- 2.3 The obligations of section 2.2 shall not apply to any information, which the SAB Member can prove:
- (a) Is or becomes part of the public domain, through no breach of this Agreement by the SAB Member;
 - (b) Was in SAB Member's possession prior to receipt from the disclosing PRIMESOFT project partner;
 - (c) Is received by the SAB Member from a third party free to disclose such information;
 - (d) Is subsequently independently developed by the SAB Member, without use of disclosing PRIMESOFT project partner 's Confidential Information;
 - (e) Is approved for release by prior written authorization of the disclosing PRIMESOFT project partner; or
 - (f) Is required to be disclosed by operation of law or by final court or administrative order provided that the SAB Member furnishes prior notice of such requirement to the disclosing PRIMESOFT project partner and cooperates with the disclosing PRIMESOFT project partner in contesting disclosure or obtaining confidential treatment of such disclosure.
- 2.4 The Parties agree that no warranties of any kind are made by either Party under this Agreement. Any Information exchanged under this Agreement, is provided "AS IS". It is understood that no patent, copyright, trademark or other proprietary right or license is granted by the disclosing PRIMESOFT project partner under this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the SAB Member any rights therein.
- 2.5 Each party assumes liability for damages from any breach of this Agreement by itself or its employees and agents.

Article 3. Term and termination

This Agreement is effective upon signature of this Agreement by the Parties, as of the last date indicated in the signature area below and for a duration of [36] months. It can be terminated by any of the Parties with at least three (3) months' notice. If the Grant Agreement is terminated for any reason, Agreement

will automatically become null and void. However, the SAB Member's confidentiality obligations with respect to each item of Confidential Information under this Agreement shall survive termination of the Agreement for a period of 5 years after termination of this Agreement.

Article 4. Governing law and dispute resolution

All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice of the dispute to the defaulting Party, then the dispute may be submitted to the exclusive jurisdiction of the courts of Leuven, Belgium. This Agreement shall be governed by and construed in accordance with the laws of Belgium.

Article 5. Miscellaneous

This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either Party, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative:

For the Coordinator

Name: George Manganaris

Date: 17/11/22

For the Scientific Advisory Board Members

Name: Neerakkal Sujeeth

Date: 22/11/2022

**GEORGIOS
MANGANARIS**

Digitally signed by GEORGIOS
MANGANARIS
Date: 2022.11.17 11:12:59 EET
Reason: Approved
Location: Cyprus University of
Technology

PRIMESOFT
LIMITED