

CONSORTIUM AGREEMENT INTEGRATED PROJECT
“WORKS”
WORK ORGANISATION AND RESTRUCTURING IN THE KNOWLEDGE SOCIETY

Article 1. Introduction

1.1 This CONSORTIUM AGREEMENT is made on January 18, 2005 (herein referred to as “EFFECTIVE DATE”) by and among:

- (1) Katholieke Universiteit Leuven, K.U.Leuven R&D, Leuven, Belgium, herein referred to as “the CO-ORDINATOR”;
- (2) Forschungs- und Beratungsstelle Arbeitswelt (“FORBA”), Wien, Austria;
- (3) London Metropolitan University (“LONDONMET”), London, United Kingdom;
- (4) Association pour une Fondation Travail-Université (“FTU”), Namur, Belgium;
- (5) Panteion University of Political and Social Sciences (“UPSPS”), Athens, Greece;
- (6) University of Twente (“UT”), Enschede, The Netherlands;
- (7) University of Essex (“UESSEX”), Colchester, United Kingdom;
- (8) MTA Szociológiai Kutatóintézet/Institute of Sociology of the Hungarian Academy of Sciences (“ISB”), Budapest, Hungary;
- (9) Institut für Sozialwissenschaftliche Forschung e.V. (“ISF MÜNCHEN”), München, Germany;
- (10) Forschungszentrum Karlsruhe GmbH (FZK), Karlsruhe, Germany;
- (11) Fundação da Faculdade de Ciências e Tecnologia/UNL-IET (FFCT/UNL-IET), Monte de Caprica, Portugal;
- (12) National Institute of Working Live (“NIWL”), Stockholm, Sweden;
- (13) Istituto di Ricerche Economiche e Sociali (“IRES”), Rome, Italy;
- (14) SINTEF – Stiftelsen for Industriell og Teknisk Forskning ved Norges Tekniske Høgskole (“SINTEF”), Trondheim, Norway;
- (15) ATK Arbetstagarkonsultation AB (“ATK”), Stockholm, Sweden;
- (16) Centre d’Etudes de l’Emploi (CEE), Noisy-le-Grand, France;
- (17) Institute of Sociology, Bulgarian Academy of Sciences (“IS”), Sofia, Bulgaria;

hereinafter referred to individually or collectively as the “CONTRACTOR” or the “CONTRACTORS”.

1.2 The CONTRACTORS intend to accede to the CONTRACT and to implement the PROJECT entitled “**Work Organisation and Restructuring in the Knowledge Society**” with acronym “**WORKS**”.

1.3 The CONTRACTORS warrant that they have no LEGITIMATE INTERESTS that restrict, prevent or otherwise interfere with the grant of ACCESS RIGHTS as set forth in the CONSORTIUM AGREEMENT.

- 1.4 The CONTRACTORS wish to define in more detail their rights and obligations towards each other in relation to the CONTRACT and have agreed that the following additional terms and conditions shall apply to their performance of the CONTRACT.

Article 2. Interpretation

- 2.1 In this CONSORTIUM AGREEMENT, the following expressions shall have the following meanings except where the context clearly indicates otherwise:

- ACCEDING CONTRACTOR: means any THIRD PARTY acceding to this CONSORTIUM AGREEMENT.
- ACCESS RIGHTS: means licenses and user rights in respect of KNOWLEDGE and PRE-EXISTING KNOW-HOW, including the right to make, have made, USE and sell any product or service, and to perform subsequent research and development work, but not including the right to grant sub-licences.
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- BUDGET: means the budget as defined in Article 8.1.
- CONSORTIUM AGREEMENT: means this consortium agreement.
- CONTRACT: means the CONTRACT between the CONTRACTORS and the European Community referred to in Article 1.2.
- CONTRACTOR: means a CONTRACTOR to this CONSORTIUM AGREEMENT.
- CO-ORDINATOR: has the meaning defined in Article 5.
- DELIVERABLES: means all reports, certificates, data and other information required to be provided to the European Community by the CONTRACT.
- EFFECTIVE DATE: means the date of this CONSORTIUM AGREEMENT as defined in Article 1.1.
- ELIGIBLE COSTS: has the meaning defined in the CONTRACT.
- FORCE MAJEURE: has the meaning defined in the CONTRACT.
- FUNDING: means the financial contribution by the European Community as defined in Article 8.1.
- GENERAL ASSEMBLY: has the meaning defined in Article 4.2.1.
- KNOWLEDGE: has the meaning defined in the CONTRACT.
- LEGITIMATE INTEREST: means a CONTRACTOR's interest of any kind, particularly a commercial interest which may be claimed in the cases provided for in this CONSORTIUM AGREEMENT. To this end the CONTRACTOR must prove that failure to take account of its interest would result in its suffering disproportionately great harm.
- NEEDED FOR USE: means "needed as technically essential to enable or facilitate the USE".
- PATENTABLE KNOWLEDGE: means KNOWLEDGE that is capable of protection by patent or other registerable form of intellectual property right, whether owned by one CONTRACTOR or by two or more CONTRACTORS jointly.
- PRE-EXISTING KNOW-HOW: has the meaning defined in the CONTRACT. For the avoidance of doubt, PRE-EXISTING KNOW-HOW means only such PRE-EXISTING KNOW-HOW which has been accumulated within and/or developed by the specific research group, research department or research institute directly involved in carrying out the PROJECT.

- PROJECT: means the project defined in Article 1.2.
- REPRESENTATIVE: means the one representative designated by each of the CONTRACTORS in accordance with Article 4.1.1.
- SCIENTIFIC BOARD: has the meaning defined in Article 4.2.2.
- SUB-CONTRACT: has the meaning defined in the CONTRACT.
- SUB-CONTRACTOR: has the meaning defined in the CONTRACT.
- SUBGROUP: has the meaning defined in Article 4.2.3.
- THIRD PARTY(IES): means any party(ies) other than the CONTRACTORS.
- USE: has the meaning defined in the CONTRACT.
- WORKPACAKAGE: has the meaning defined in Article 4.2.4.

2.2 If there is any contradiction between the CONTRACT and the CONSORTIUM AGREEMENT, the CONTRACT shall prevail.

Article 3. Purpose and scope of the Consortium Agreement

The CONSORTIUM AGREEMENT is intended to define more precisely the terms on which the CONTRACTORS will co-operate within the scope of the CONTRACT. Accordingly, the CONTRACTORS agree amongst themselves to take all reasonable and necessary measures to ensure that the PROJECT is carried out in accordance with the terms and conditions of the CONTRACT and the CONSORTIUM AGREEMENT.

Article 4. Organisation of the Project

4.1 General principles

4.1.1 Each CONTRACTOR shall designate a person as a REPRESENTATIVE (herein referred to as "REPRESENTATIVE") as well as a proxy. Any change of REPRESENTATIVE and/or its proxy should be notified to the CO-ORDINATOR within two (2) weeks after entering into force.

4.1.2 The PROJECT is structured as follows:

- GENERAL ASSEMBLY, consisting of all CONTRACTORS;
- SCIENTIFIC BOARD, consisting of all SUBGROUPS;
- SUBGROUPS, consisting of different WORKPACKAGES;
- WORKPACKAGES, consisting of individual CONTRACTORS;
- GLOBAL REFERENCE GROUP, consisting of policy and scientific representatives beyond the PROJECT.

4.1.3 General management principles

The chairperson shall convene all meetings and shall give each of the members at least fourteen (14) days notice in writing of such meetings. Such invitation should set an agenda including the items to be discussed and the decisions proposed to make. The members shall be represented by their REPRESENTATIVES. Each member may appoint a substitute for its REPRESENTATIVE to

attend and vote at any meeting. Minutes of the meetings are deemed to be accepted by a member if the chairperson has not received a response from the member in writing by letter, fax or email within ten (10) working days from the day a copy of the minutes of the meetings were dispatched. The chairperson shall convene meetings on the written request of three (3) members.

The body making a decision shall be obliged to allow the CONTRACTORS concerned to invoke objections and shall take into account, and draw the appropriate conclusions from, any objection by any CONTRACTOR based on LEGITIMATE INTERESTS.

If a consensus cannot be reached, the matter shall be resolved by a vote of the members. Each member shall have one vote. In the case of equal votes, the chairperson shall have a casting vote.

The adoption of a decision shall require the favourable vote of a simple majority of the members present or represented at the meeting, unless a unanimous decision is required under this CONSORTIUM AGREEMENT.

Each of the CONTRACTORS shall have the right to refuse to undertake any kind of work without his consent that is outside the scope of the work assigned to the CONTRACTOR.

The CONTRACTOR, represented by its REPRESENTATIVE or its proxy is obliged to participate in and to present working documents at meetings of the GENERAL ASSEMBLY, his/her SUBGROUP and his/her workpackage related meetings.

The CONTRACTOR shall participate in the promotion and dissemination of the PROJECT.

All partners agree to abide by the RESPECT code of conduct for socio-economic research, that is included in Appendix II to this CONSORTIUM AGREEMENT.

4.2 PROJECT Level

4.2.1 GENERAL ASSEMBLY

The GENERAL ASSEMBLY shall consist of all CONTRACTORS. The CO-ORDINATOR shall chair all meetings of the GENERAL ASSEMBLY. The GENERAL ASSEMBLY shall have an annual meeting for reviewing and monitoring the progress of the PROJECT as well as identifying appropriate actions for the successful performance of the PROJECT.

The GENERAL ASSEMBLY shall be in charge of taking decisions regarding the yearly updated project plan based on a proposal of the SCIENTIFIC BOARD and of making proposals for decisions to be taken by the SCIENTIFIC BOARD on general major issues.

4.2.2 SCIENTIFIC BOARD

The SCIENTIFIC BOARD shall consist of the CO-ORDINATOR and the SUBGROUP LEADERS. The CO-ORDINATOR shall chair the SCIENTIFIC BOARD. He/she shall convene meetings at least once every six (6) months during the term of the CONSORTIUM AGREEMENT.

The SCIENTIFIC BOARD shall be in charge of managing the PROJECT, supervising the progress of the PROJECT and taking decisions of a general nature regarding the PROJECT, particularly decisions of major and strategic relevance, inclusive of decisions related to the global dissemination activities of the project results.

Subject to their LEGITIMATE INTERESTS, and subject to the last paragraph in Article 4.1.3 the CONTRACTORS agree to abide by all decisions of the SCIENTIFIC BOARD.

4.2.3 SUBGROUPS

The SCIENTIFIC BOARD shall be structured by following four (4) SUBGROUPS:

1. theories and concepts;
2. quantitative analysis;
3. qualitative research;
4. policy, institutions and social dialogue.

The global dissemination activities of the project are a horizontal activity.

The SUBGROUPS shall consist of different WORKPACAKAGES. Each SUBGROUP shall be chaired by a SUBGROUP LEADER. He/she shall convene meetings at least once every six (6) months during the term of the CONSORTIUM AGREEMENT.

The SUBGROUPS shall be in charge of safeguarding the scientific consistency within their SUBGROUP, monitoring the developments within each WORKPACKAGE, and building synergies between the different WORKPACKAGES of their SUBGROUP.

Each of the SUBGROUP LEADERS shall promptly supply to the CO-ORDINATOR all such information, reports, documents and DELIVERABLES that are necessary in order to fulfil their obligations under the CONTRACT and the CONSORTIUM AGREEMENT.

SUBPROJECT LEADERS shall not be entitled to act or to make legally binding declarations on behalf of any other CONTRACTOR.

4.2.4 WORKPACKAGES

Each SUBGROUP shall be divided into different WORKPACKAGES. Each WORKPACKAGE shall be directed by a WORKPACKAGE LEADER.

The WORKPACKAGES shall be in charge of executing the technical tasks as stated in their respective WORKPACKAGE description. The WORKPACKAGE LEADER shall co-ordinating all activities of the WORKPACKAGE. He/she shall convene meetings at least once every six months during the term of the CONSORTIUM AGREEMENT.

Each of the WORKPACAKAGE LEADERS shall promptly supply to their respective SUBGROUP LEADERS all such information, reports, documents and DELIVERABLES that are necessary in order to fulfil their obligations under the CONTRACT and the CONSORTIUM AGREEMENT.

WORKPACKAGE LEADERS shall not be entitled to act or to make legally binding declarations on behalf of any other CONTRACTOR.

4.2.5 GLOBAL REFERENCE GROUP

Scientific and policy community representatives beyond the PROJECT will be involved in the GLOBAL REFERENCE GROUP, by participating in two (2) conferences at milestone moments in the PROJECT'S lifetime, by acting as peer reviewers of the projects' outcome, and by contributing to the project's publications and events.

Each member of the GLOBAL REFERENCE GROUP shall sign a confidentiality agreement.

The GLOBAL REFERENCE GROUP shall be chaired by one of the members of the SCIENTIFIC BOARD.

Article 5. Co-Ordinator

5.1 K.U.LEUVEN R&D is the CO-ORDINATOR.

- 5.2 The CO-ORDINATOR shall:
- provide and control financial procedures;
 - provide the secretary to the GENERAL ASSEMBLY and to the SCIENTIFIC BOARD; and
 - conduct the daily management of the PROJECT.
- 5.3 In addition to the co-ordination responsibilities undertaken by the CO-ORDINATOR under the CONTRACT, the CO-ORDINATOR shall be responsible for the following additional co-ordination responsibilities:
- interacting with the European Community and CONTRACTORS about the PROJECT, including the submission of DELIVERABLES to the European Community;
 - receiving, compiling, and distributing to the CONTRACTORS and other relevant recipients documents, reports, statements of expenditure, minutes of meetings of the SCIENTIFIC BOARD and the GENERAL ASSEMBLY and other information from the CONTRACTORS.
- 5.4 The CO-ORDINATOR shall represent the PROJECT towards the European Community and other THIRD PARTIES but he is not authorised to enter into any legally binding arrangement on behalf of any of the CONTRACTORS.
- 5.5 All costs incurred by the CO-ORDINATOR in his performance of his co-ordination responsibilities (including costs incurred under any SUB-CONTRACT for the performance of such responsibilities) shall be borne by the CO-ORDINATOR as part of the work to be performed by him in the PROJECT.

Article 6. Management obligations of the Contractors

- 6.1 Each of the CONTRACTORS shall promptly supply to their respective WORKPACKAGE LEADERS all such information, reports, documents and DELIVERABLES that are necessary in order to fulfil their obligations under the CONTRACT and the CONSORTIUM AGREEMENT.
- 6.2 Each CONTRACTOR shall inform all other CONTRACTORS participating in the same WORKPACKAGE, SUBGROUP and all members of the SCIENTIFIC BOARD about any relevant change in persons, addresses, telephone, fax numbers and email addresses and other relevant means of communication as soon as possible.

Each CONTRACTOR shall inform the CO-ORDINATOR, through the WORKPACKAGE LEADER, of eventualities likely to affect the timely deliverable of work and any doubts regarding the ability to fulfil the tasks at the earliest time possible.

- 6.3 Where a CONTRACTOR designates a SUB-CONTRACTOR, the CONTRACTOR shall ensure that the terms and conditions on which the SUB-CONTRACTOR is appointed are fully consistent with those of the CONSORTIUM AGREEMENT and the CONTRACT. The CONTRACTOR shall be responsible for the work to be performed by the SUB-CONTRACTOR.

The CONTRACTOR shall inform the SCIENTIFIC BOARD and the CO-ORDINATOR about any plans for subcontracting. The SCIENTIFIC BOARD can only approve the plans of subcontracting after having assessed that the task subject for a subcontract should not be carried out by the CONTRACTOR itself. The SCIENTIFIC BOARD has to agree with the terms of reference of subcontracts.

SUB-CONTRACTORS do not have votes at meetings.

Article 7. Deliverables and quality control

- 7.1 The CONTRACTORS will supply the milestones and DELIVERABLES in draft form to the CO-ORDINATOR, the WORKPACKAGE LEADER and the SUBGROUP LEADER in due time to allow for feedback to be included by the CONTRACTOR.
- 7.2 As a second step, DELIVERABLES will be subject to peer review by a member of the SCIENTIFIC BOARD supported by a member of the GLOBAL REFERENCE GROUP. The CONTRACTOR will include the remarks of this peer review.
- 7.3 If the work is determined to be unsatisfactory as a result, the CONTRACTOR is obliged to redo the work (with no additional budget). The SCIENTIFIC BOARD can in such case decide however that the requisite budget is transferred instead to another partner to do the work on his behalf. This arrangement will be settled between the CO-ORDINATOR, the SUBGROUP LEADER and the CONTRACTORS involved.
- 7.4 A final draft must be delivered to the CO-ORDINATOR four (4) weeks in advance of the date by which the DELIVERABLES are due for submission to the European Community, if no other agreement has been made between the CO-ORDINATOR, SUBGROUP LEADER and CONTRACTORS;
- 7.5 The SCIENTIFIC BOARD shall specify the format and number of copies in which all drafts, reports, DELIVERABLES and other information required to be submitted by any of the CONTRACTORS in accordance with the CONSORTIUM AGREEMENT will be submitted.
- 7.6 In case the performance of any CONTRACTOR is persistently inadequate, the SCIENTIFIC BOARD should discuss this and is empowered to propose the expulsion of that CONTRACTOR as a final resort;

Article 8. BUDGET AND FUNDING

- 8.1. The COORDINATOR will transfer, in accordance with the EC CONTRACT and the budget allocation described in the Description of Work annexed to the EC CONTRACT, the appropriate sums to the respective CONTRACTORS with minimum delay, but not later than 30 calendar days from the receipt thereof from the European Commission. The COORDINATOR shall notify each CONTRACTOR promptly of the date and amount transferred to its respective bank account and shall give the relevant references.
- 8.2. No payment shall be requested to the COORDINATOR by the other CONTRACTORS, even those having provided all necessary project deliverables, as long as the related EC's financial contribution has not been paid to the COORDINATOR.
- 8.3. In case a CONTRACTOR does not fulfil the conditions as described under Article 7 above, such CONTRACTOR shall not receive any further financial contribution from the COORDINATOR until such conditions are met. The SCIENTIFIC BOARD shall be kept informed under all circumstances and may decide on additional appropriate measures with respect to the concerned CONTRACTOR.
- 8.4. The SCIENTIFIC BOARD may decide on staggered payments of the contribution to a CONTRACTOR for justified reasons, such as failure in the execution of its tasks, failure to meet reports or deadlines or a future probable event that would cause such failure.
- 8.5. The costs for all financial audits of a CONTRACTOR shall be reimbursed up to a maximum amount of 6.000,00 EUR of each CONTRACTOR'S budget for management activities.

- 8.6. Late delivery of the cost statement of a CONTRACTOR shall not lead the CO-ORDINATOR to delay submitting the other cost statements to the Commission in order to safeguard a due financial processing by the Commission.

Article 9. Confidentiality.

The CONTRACTORS hereto agree to use all reasonable endeavours to ensure that any confidential information disclosed or submitted in writing or any other tangible form to one CONTRACTOR ("Receiving CONTRACTOR") by the other ("Disclosing CONTRACTOR") shall be treated as confidential and not disclosed to THIRD PARTIES without the prior written consent of the Disclosing CONTRACTOR. The Receiving CONTRACTOR shall use the Confidential Information only for the purposes of the performance of its obligations under this CONSORTIUM AGREEMENT. Any information disclosed orally that is identified by the Disclosing CONTRACTOR as confidential information shall be treated the same as if it had been reduced to writing at the same time of disclosure to the Receiving CONTRACTOR.

Each Receiving CONTRACTOR shall use such confidential information only for the purpose for which it is communicated to said CONTRACTOR hereunder.

This undertaking shall not apply to any information that:

- the Receiving CONTRACTOR can prove is already known to it before the date of the communication of the information;
- is published or otherwise generally available to the public at the time of the communication or becomes published or so available after such communication through no wrongful act of the Receiving CONTRACTOR;
- corresponds to information that is subsequently communicated to the Receiving CONTRACTOR from a THIRD PARTY without any obligation of non-disclosure;
- was developed independently of the work under the CONTRACT by employees of the Receiving CONTRACTOR who had no access to the information;

This undertaking of each Receiving CONTRACTOR with respect to any confidential information - shall apply for a period of five (5) years from the completion or termination of this PROJECT (whichever is the earlier).

The CONTRACTORS providing confidential information shall remain the vested holders of such information.

Article 10. Ownership of Knowledge - Copyright agreement

The following agreement concerning the WORKS project has been concluded between the CONTRACTORS:

10.1 Object of this article

This article governs the utilisation and commercial use of all copyright-protected works that are drawn up within the above-named PROJECT by the CONTRACTORS and their co-workers as well as by commissioned THIRD PARTIES.

10.2 Principles

The copyright of each CONTRACTOR in copyright-protected work remains with the author himself or herself. The same holds for co-workers of the individual CONTRACTOR. If several authors are involved in the work, then in case of doubt each holds an equal share of the copyright. Authors shall always have the right to be fully acknowledged for their authorship.

10.3 Works external to the PROJECT

In the case that the CONTRACTORS utilise copyright-protected works for the aims of the PROJECT and these works have not been drawn up within the PROJECT, but the rights thereto have accrued independently of the PROJECT, then all rights belong exclusively to the respective CONTRACTOR. The use of such works by other CONTRACTORS requires the express agreement of the entitled CONTRACTOR.

In the case that such copyright-protected works are introduced into the PROJECT by the entitled CONTRACTOR and made available for use it will be assumed that the CONTRACTOR in question is granting the unrestricted use of the work. This holds expressly for databases stemming from researchers fieldwork in the scope of the PROJECT. Otherwise the entitled CONTRACTOR shall be obliged expressly to restrict particular rights of use with regard to the CONTRACTOR and to disclose any existing THIRD PARTY rights.

Each CONTRACTOR is also obliged to disclose any existing THIRD PARTY rights to works.

10.4 Works internal to the PROJECT

Works commissioned by the CONTRACTORS for the PROJECT may be used by all CONTRACTORS during the period of the PROJECT. The copyright of the author shall not be affected hereby.

All copyright-protected works that are drawn up within the PROJECT shall be used by the CONTRACTORS exclusively for the objectives of the execution of the PROJECT. This shall also apply to databases.

The CONTRACTORS vest in the CONSORTIUM, represented by the CO-ORDINATOR and the SCIENTIFIC BOARD, the exclusive rights to reproduction and distribution of the respective works drawn up within the PROJECT. The said rights are geographically unrestricted for the legal term of copyright in the respective country.

Further, the CONTRACTORS grant the CONSORTIUM for the term of the main copyright the following exclusive subsidiary rights:

- the right to – also partial – preprints and reprints in newspapers and journals;
- the right to permit translations into other languages;
- the right to the inclusion of the work in collections of all kinds;
- the right to other reproduction, in particular through photomechanical or other similar processes (e.g. photocopying);
- the right to transfer onto carrier material for digital reproduction (diskettes, CD-ROMs and similar) and their duplication;
- the right to editing or other re-arrangement of the work;
- the right to incorporate the work in databases, documentation systems or in similar kinds of storage systems (e.g. the Internet);
- the right to transmit the contributed work electronically or in similar fashion;
- the right to give public lectures of the work by audio or visual means.

The CONSORTIUM shall not transfer the above vested subsidiary rights to THIRD PARTIES.

Each CONTRACTOR is obliged to ensure that the rights to commercial use may be vested in the CONSORTIUM also in the case that commissioned works are carried out by THIRD PARTIES not engaged in the PROJECT. The copyright of the author shall not be affected hereby.

10.5 Publication

All CONTRACTORS hereby agree to the publication of the project results and all works drawn up in the framework of the PROJECT. The CONSORTIUM's right to publication also expressly includes the right to publication in digital media.

Each individual CONTRACTOR is entitled to publish the results of his or her own research. In the case that copyright-protected works of CONTRACTORS are to be used for this purpose, the express agreement of this CONTRACTOR is required.

In the case that the research results concern not only the CONTRACTOR'S own research results but statements that concern the results of the whole PROJECT, the express agreement of the SCIENTIFIC BOARD is to be obtained before publication.

Article 11. Accession to this Consortium Agreement

Any accession to this CONSORTIUM AGREEMENT shall require:

- approving the decisions of the SUBGROUPS concerned and of the SCIENTIFIC BOARD; and
- the conclusion of an accession agreement duly signed by all CONTRACTORS and by the ACCEDING CONTRACTOR, or the CONTRACTORS shall authorise the CO-ORDINATOR to sign the respective accession agreement on their behalf; and
- the accession by the ACCEDING CONTRACTOR to the CONTRACT.

Article 12. Liability

12.1 General principles

The limitations of liability shall also apply in favour of the CONTRACTORS' representatives, executive employees, trustees, officers, employees and agents.

12.2 Liability towards each other

12.2.1 Each CONTRACTOR undertakes to use all reasonable endeavours to ensure the accuracy of its performance of the PROJECT and of the information furnished to other CONTRACTORS in connection with such performance.

12.2.2 Upon notification or discovery that it has submitted defective or incorrect information to another CONTRACTOR at any time during performance of the PROJECT, a CONTRACTOR will promptly correct and redeliver such information at its own expense.

12.2.3 Except in the case of gross negligence or wilful misconduct, the foregoing shall constitute the total obligation and liability of a CONTRACTOR to the other CONTRACTORS hereunder in respect to the furnishing of defective or incorrect information.

12.2.4 Except in the case of wilful misconduct, a CONTRACTOR shall in no event be liable to other CONTRACTORS for indirect or consequential loss or damages such as but not limited to loss of profit, loss of revenue, or loss of contracts.

12.2.5 Other than as set forth in this article, no warranty, condition or representation of any kind is made, given or to be implied in any case as on the sufficiency accuracy or fitness for purpose of information or materials or the absence of any infringement of statutory monopoly or industrial property rights of THIRD PARTIES by the USE of such information and materials, and a

CONTRACTOR receiving information and materials, shall be entirely responsible for the USE to which they are put.

12.2.6 Each CONTRACTOR'S total and cumulative limit of liability resulting from any default towards all the other CONTRACTORS collectively, in respect of any and all claims regarding default, shall not exceed the amount of that CONTRACTOR'S PROJECT SHARE as defined at the time of the occurring of the default.

12.3 Liability towards the European Community and THIRD PARTIES

12.3.1 Should the European Community, in accordance with the provisions of the CONTRACT, or any THIRD PARTY, under the laws applicable to this PROJECT, make a claim for specific performance or any reimbursement, indemnity or payment of damages from one or more CONTRACTORS, the CONTRACTORS who perform such CONTRACTOR'S work or pay the reimbursement, indemnity or payment shall be entitled to receive from any CONTRACTOR a contribution to their additional cost or payment to the extent such CONTRACTOR'S FAULT caused such claim.

12.3.2 In the event it is not possible to attribute the FAULT to any CONTRACTOR, the amount claimed by the European Community or the THIRD PARTY shall be apportioned among all the CONTRACTORS pro rata their PROJECT SHARES as defined at the time of the implementation of the work or the payment to the European Community.

12.3.3 No CONTRACTOR is entitled to admit a claim of the European Commission or a THIRD PARTY without the previous authorisation of the CONTRACTOR(s) who caused such a claim.

Article 13. Force majeure

No CONTRACTOR shall be liable for any failure to perform or any delay in performing any of its obligations under the CONSORTIUM AGREEMENT if such failure or delay arises out of force majeure. The CONTRACTOR relying on force majeure shall promptly notify the other CONTRACTORS and shall use its best endeavours to remedy any default or delay occasioned thereby forthwith upon such event ceasing to apply.

Article 14. Publicity and press releases

The CONTRACTORS shall not issue any press release or similar publicity about the PROJECT without the prior approval of the SCIENTIFIC BOARD, which shall not be unreasonably withheld or delayed.

Article 15. Written form

All amendments and changes to this AGREEMENT require an amending agreement with duly authorised signatures of all CONTRACTORS. There are no oral or written side-agreements.

Article 16. Term and termination of the Consortium Agreement

The CONSORTIUM AGREEMENT and the participation of any CONTRACTOR in the PROJECT is effective retroactively from the EFFECTIVE DATE and will terminate:

(a) in respect of all CONTRACTORS when the CONTRACT terminates;

- (b) in respect of any of the CONTRACTORS individually when the participation of that CONTRACTOR in the CONTRACT is terminated;
- (c) in respect of all CONTRACTORS if the European Community provides a CONTRACT for the PROJECT that does materially deviate from the PROPOSAL, intend to accede to the CONTRACT and to implement the PROJECT.

The CONTRACTORS whose participation is terminated under (a) or (b) above shall be relieved from performing the PROJECT, but the articles of the CONSORTIUM AGREEMENT on Confidentiality, ACCESS RIGHTS, Liability, and Publicity and Press Releases, Settlement of Disputes, and Applicable Law shall survive the termination.

The CONTRACTORS whose participation is terminated under (c) above shall be relieved from performing the PROJECT and from any other obligation under the CONSORTIUM AGREEMENT with the exception of the articles of the CONSORTIUM AGREEMENT on Confidentiality, Liability, and Publicity and Press Releases, Settlement of Disputes, and Applicable Law which shall survive the termination.

Article 17. Settlement of disputes

In case of dispute or difference between the CONTRACTORS arising out or in connection with this agreement, the CONTRACTORS shall first endeavour to settle it amicably.

If conflicts can not be settled amicably at the level of the WORKPACKAGE, the SUBGROUP LEADER will look for compromise solutions. If the dispute cannot be settled at this level, the SCIENTIFIC BOARD will take a decision.

If the CONTRACTOR does not accept this decision, he/she may ask to appeal to an external mediator, acceptable to both CONTRACTORS. Costs arising from this arrangement are charged to the CONTRACTOR.

All disputes that cannot be settled in this way shall be finally settled by arbitration. The Arbitration Board shall convene in Geneva under the Rules of Arbitration of the International Chamber of Commerce and shall comprise one or more arbitrators to be appointed under the terms of these Rules. In any arbitration in which there are three arbitrators, the Chairperson shall be of legal education. The arbitration shall be conducted in the English language.

The award of the Arbitrator will be final and binding upon all CONTRACTORS concerned.

Article 18. Notices

Any notice to be given under this CONSORTIUM AGREEMENT shall be in writing to the following addresses and recipients as defined in Appendix III.

Article 19. Miscellaneous

Changes and additions to this CONSORTIUM AGREEMENT as well as any possible subsidiary agreements to this CONTRACT shall only be operative provided they are in written form. An exchange of letters is sufficient for this purpose. Oral agreements outside this CONTRACT shall be inoperative.

Should any of the clauses of this CONTRACT be or become legally inoperative or inoperable for any reason or should a loophole become apparent in this contract, the operability of the remaining terms shall not be affected thereby. In place of the inoperative or inoperable clause or in order to close any loophole an appropriate

regulation shall apply that, within what is legally permissible, most closely approaches what the contracting partners wanted or would have wanted.

Article 20. Applicable law

The CONSORTIUM AGREEMENT shall be construed according to and governed by the laws of Belgium.

(1) Authorised to sign on behalf of **Katholieke Universiteit Leuven**

Paul Van Dun
Director

Prof. Dr. Ir. Koen Debackere
Managing director

For approval:

Monique Ramioul

(2) Authorised to sign on behalf of **Forschungs- und Beratungsstelle Arbeitswelt**

Univ.-Doz. Dr. Jörg Flecker
Scientific director

(3) Authorised to sign on behalf of **London Metropolitan University**

Chris Topley
Deputy vice-chancellor research

(4) Authorised to sign on behalf of Association pour une **Fondation Travail-Université**

Dr. Gérard Valenduc
Research director

(5) Authorised to sign on behalf of **Panteion University of Political and Social Sciences**

Prof. Ath. Papadaskalopoulos
President of research committee, vice-rector

(6) Authorised to sign on behalf of **University of Twente**

Ms. Prof. Dr. B.E. van Vucht Tijssen
Prof. Dr. (dean ad interim)

(7) Authorised to sign on behalf of **University of Essex**

Dr. Tony Rich
Registrar and Secretary

- (8) Authorised to sign on behalf of **MTA Szociológiai Kutatóintézet**/Institute of Sociology of the Hungarian Academy of Sciences

Prof. Csaba Makó
Project director

(9) Authorised to sign on behalf of **Institut für Sozialwissenschaftliche Forschung e.V.**

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(12) Authorised to sign on behalf of **National Institute of Working Life**

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(13) Authorised to sign on behalf of **Istituto di Ricerche Economiche e Sociali**

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(15) Authorised to sign on behalf of **ATK Arbetstagarkonsultation AB**

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(16) Authorised to sign on behalf of Centre d'études de l'emploi

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(17) Authorised to sign on behalf of **Institute of Sociology, Bulgarian Academy of Sciences**

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Appendix I / Banking information

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- Account number: KBC 432-0016591-50
Iban: BE86 4320 0165 9150
Swift code: KREDBE BB
- (2) Forschungs- und Beratungsstelle Arbeitswelt ("FORBA"), Wien, Austria;
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- Bank name: Bank für Arbeit und Wirtschaft (BAWAG)
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Iban: AT74 1400 0030 1066 6596
Swift code: bawaatww
- (3) London Metropolitan University ("LONDONMET"), London, Great Britan;
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London EC3N 2EY
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- Bank name: Barclays Bank plc
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- Account number: 45729411
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Swift code: BARCGB22

(4) Fondation Travail-Université ("FTU"), Namur, Belgium;

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Appendix II / RESPECT code of practice for socio-economic research

Introduction

The RESPECT guidelines are intended to form the basis of a voluntary code of practice covering the conduct of socio-economic research in Europe.

Carrying out socio-economic research in a professional and ethical manner involves balancing a number of different principles which often lie in tension with each other. This code is based on a recognition that it is the responsibility of individual researchers to make the often difficult professional decisions which establish this balance and that it is the responsibility of their employers, professional associations and research funders to support them in making these decisions.

This code of practice is intended as an aid to responsible and informed decision-making, not a substitute for it. It is thus an *aspirational* code, not a prescriptive one.

The RESPECT code is based on a synthesis of the contents of a large number of existing professional and ethical codes of practice, together with current legal requirements in the EU. Whilst the RESPECT provisions are voluntary, some of the requirements on which they are based are morally binding on the members of specific professional associations or legally binding on citizens of EU Member States.

The RESPECT code is not designed to pre-empt more detailed codes developed by specific professional associations, academies or funding agencies. On the contrary, it is hoped that it will provide an aid to the refinement of such codes and the development of new ones where they do not already exist.

The purpose of the RESPECT code is not to create new requirements or restrictions on the conduct of research, but to protect researchers from unprofessional or unethical demands and to raise awareness of ethical issues and spread existing professional good practice, enabling the development of a European Research Area with common standards that are transparent and universally agreed. Such common standards are a prerequisite for the development of a European market in socio-economic research, in which research can be commissioned and partnerships entered into on the basis of clear mutual understandings and expectations.

This summary document outlines the main features of the code. Further information on any feature can be found on the RESPECT website on www.respectproject.org.

The underlying principles

The RESPECT code of practice is based on three main principles:

- Upholding scientific standards
- Compliance with the law
- Avoidance of social and personal harm

It is recognised that these principles are closely interlinked and that situations may arise where different elements of these principles may come into tension, or even conflict with each other. As an aid to forming professional judgements about the best way to balance these principles, the RESPECT website includes background documentation that draws on existing literature to provide practical guidelines for researchers faced with such dilemmas.

1. Upholding scientific standards

Researchers have a responsibility to take account of all relevant evidence and present it without omission, misrepresentation or deception.

This means making sure that the selection and formulation of research questions, and the conceptualisation or design of research undertakings, does not predetermine an outcome, and does not exclude unwanted findings from the outset. Data and information must not knowingly be fabricated, or manipulated in a way that might lead to distortion. Integrity requires researchers to strive to ensure that research findings are reported by themselves, the contractor or the funding agency truthfully, accurately and comprehensively. This includes the distribution and publication of information about their research through the popular media. In order to avoid misinterpretation of findings and misunderstandings, researchers have a duty to communicate their results in as clear a manner as possible. However strongly the goal of objectivity is pursued, no researcher can approach a subject entirely without preconceptions and any research will undoubtedly be coloured by the individual approach of the researcher. It is therefore also the responsibility of researchers to balance the need for rigour and validity with a reflexive awareness of the impact of their own personal values on the research. Finally, integrity means that researchers primarily serve scholarly and public interests. Economic gain or material advantage should not override scholarly, public or ethical considerations.

Socio-economic researchers should endeavour to:

- a. ensure factual accuracy and avoid misrepresentation, fabrication, suppression or misinterpretation of data
- b. take account of the work of colleagues, including research that challenges their own results, and acknowledge fully any debts to previous research as a source of knowledge, data, concepts and methodology
- c. critically question authorities and assumptions to make sure that the selection and formulation of research questions, and the conceptualisation or design of research undertakings, do not predetermine an outcome, and do not exclude unwanted findings from the outset
- d. ensure the use of appropriate methodologies and the availability of the appropriate skills and qualifications in the research team
- e. demonstrate an awareness of the limitations of the research, including the ways in which the characteristics or values of the researchers may have influenced the research process and outcomes, and report fully on any methodologies used and results obtained (for instance when reporting survey results, mentioning the date, the sample size, the number of non-responses and the probability of error)
- f. declare any conflict of interest that may arise in the research funding or design or in the scientific evaluation of proposals or peer review of colleagues' work
- g. report their qualifications and competences accurately and truthfully to contractors and other interested parties, declare the limitations of their own knowledge and experience when invited to review, referee or evaluate the work of colleagues, and avoid taking on work they are not qualified to carry out
- h. ensure methodology and findings are open for discussion and full peer review
- i. ensure that research findings are reported by themselves, the contractor or the funding agency truthfully, accurately, comprehensively and without distortion. In order to avoid misinterpretation of findings and misunderstandings, researchers have a duty to seek the greatest possible clarity of language when imparting research results.
- j. ensure that research results are disseminated responsibly and in language that is appropriate and accessible to the target groups for whom the research results are relevant
- k. avoid professional behaviour likely to bring the socio-economic research community into disrepute
- l. ensure fair and open recruitment and promotion, equality of opportunity and appropriate working conditions for research assistants whom they manage, including interns/stagiaires and research students

- m. honour their contractual obligations to funders and employers
- n. declare the source of funding in any communications about the research.

2. Compliance with the law

In general, socio-economic researchers should comply with the laws of the countries in which they are based or in which they are carrying out research. In the case of international collaborations or online research, the laws of other countries may also apply. Researchers have a duty to ensure that their work complies with any relevant legislation. Two areas of law, data protection law and intellectual property law, are particularly relevant for the conduct of research, especially research involving human subjects, and researchers should acquaint themselves with the relevant national and international provisions.

2.1 Data protection

2.1.1 *Legal requirements*

Socio-economic research often involves the collection and other further processing of personal data. The processing of personal data is regulated by law, and researchers have therefore to comply with the relevant national legislation of the current Member States of the European Union that implement the European Directive 95/46/CE. In order to comply with the terms of the data protection law, researchers should:

- a. find out whether the processing will include personal data (ie, not just confidential data but any data related to an identifiable individual)
- b. examine which national law applies, especially in international co-operations
- c. determine who will be the person responsible for the processing (the controller)
- d. collect the data only for specified, explicit and legitimate purposes
- e. collect only data which are adequate, relevant and not excessive with regard to the purpose of the processing
- f. keep the data accurate and, where necessary, keep them up-to-date
- g. process the data fairly and lawfully
- h. in general, not keep data longer than necessary according to the purpose of the processing and when the purpose is achieved, or destroy or render the data anonymous. In some countries where personal data may be kept for longer periods for historical, statistical or scientific use, researchers may keep them longer if all the conditions for this longer storage are fulfilled.
- i. not further process the data in a way incompatible with the initial purpose(s). If the data are further processed for scientific or statistical purposes researchers should comply with requirements regarding the re-use of personal data
- j. respect the conditions regarding the legitimacy of the processing bearing in mind that to qualify as legitimate it must meet one of the social justifications laid down by the law
- k. comply with the information duty towards data subjects to provide information on the identity, address of the controller, purpose of the processing and other information stipulated by law unless an exemption is provided by the law
- l. comply with duties towards National Data Protection Authorities by providing the required information regarding the planned processing and, where relevant, obtaining prior consent, unless an exemption is provided by the law
- m. respect the rights of data subjects to access personal data, rectify incomplete or inaccurate data, and to object to the processing under the stipulated circumstances
- n. take technical and organisational measures to ensure the security and confidentiality of personal data (including encryption where necessary)

- o. comply with the conditions for communication of personal data to third parties or recipients bearing in mind that it is only lawful to transfer data if the purpose is compatible with that for which the data were originally collected
- p. refrain from transferring personal data outside the European Economic Area except where an adequate level of protection has been acknowledged by the European Commission or if not, except if the legal conditions provided by the relevant law are respected

2.1.2 *Good practice*

Good practice, as embodied in existing professional codes, lays out the following principles which aim at ensuring the security and confidentiality of personal data.

- a. Researchers in socio-economic studies are obliged to protect personal data, ie information on identifiable individuals. In order to prevent misuse of data, data are to be stored properly and adequately (eg by storing information through which individuals can be identified, separately from the remaining research material). Particular caution is necessary in this context with regard to the risks posed by electronic data processing and data transfer.
- b. Researchers should respect the anonymity, privacy and confidentiality of individuals participating in the research, and ensure that the presentation of data and findings does not allow the identity of individuals participating in a study, or informants, to be disclosed or inferred. Researchers should also ensure that this is also the case in the presentation of findings by contractors, funding agencies or colleagues. In cases where disclosure of the identity of a subject (whether an individual or an organisation) is central and relevant to the research such confidentiality cannot always be guaranteed. In such cases the problem should be addressed in open discussion with research subjects with the aim of obtaining informed consent to any disclosure.

The security and confidentiality of data is only one aspect of data protection; the other legal requirements are still compulsory. Therefore, research should be conducted in accordance with all the principles of the applicable national data protection legislation.

Before embarking on the collection of any personal data, researchers should take into account the duties and conditions of processing, make an analysis of the processing envisaged, identify the operations which will be involved and the level of sensitivity of the data in order to assess the lawfulness of the exercise.

2.2 Intellectual property

European directives on intellectual property converge with professional good practice in requiring researchers to pay attention to ensuring necessary permissions, correct attribution of authorship, acknowledgement of sources, correctness of references and the avoidance of plagiarism.

2.2.1 *Legal requirements*

Wherever practicable, intellectual property rights should be explicitly addressed in contracts covering the conduct of socio-economic research, whether these are funding contracts, partnership agreements or employment contracts.

In accordance with European directives and national legislation on intellectual property rights, the following questions and principles should be taken into account when conducting socio-economic research:

- a. recognising the relevance of intellectual property rights to socio-economic research

- b. taking due account of the fact that (especially in an online environment and/or international co-operations) several national laws might be applicable that differ substantially from the regulations in the researcher' s home country
- c. paying due respect to the fact that material used in socio-economic research is predominantly protected by intellectual property rights such as copyright, database and software protection
- d. ascertaining which acts within typical research conduct are unacceptable without (statutory or contractual) permission due to rights being reserved for the author under intellectual property legislation (as named above)
- e. realising how exceptions/exemptions/limitations supersede individual permission for certain acts of socio-economic research under certain conditions
- f. understanding how to use licences and assignments of rights when creating or using material protected as intellectual property
- g. taking into account how employment contracts might affect intellectual property
- h. realising the consequences of copyright infringements.

In order to comply with intellectual property law, socio-economic researchers should:

- a. find out to what extent questions of intellectual property rights (copyright, database and software protection) are concerned in the particular research activity
- b. examine which countries' laws apply, especially in international co-operations and when using the Internet
- c. assume that any material created or used in socio-economic research might be intellectual property and consider protection before using it
- d. realise that many ways of using protected material — such as reproduction by down-/upload or by paper/digital copies, publication, making material available on the Internet, alteration (eg for online format etc.) — are generally reserved for a rightsholder and find out when permission is therefore (in principle) required
- e. when relying on legal permission (like the exceptions for quotation, research or 'fair use') for any particular conduct, consider carefully the respective extent and conditions
- f. if a planned activity is not clearly covered by statutory permissions (for example quotation rights) identify the rightsholder and conclude authorising contracts (transfer/assignment of rights/license agreements). Ascertain that the permission covers explicitly all relevant aspects — among them the description of type, extent, duration, environment (such as online) of the intended use, any preparatory or subsequent acts, rights involved, responsibility for possible infringements, remuneration etc.
- g. where several parties are involved (researchers, assistants, funding parties, employment situations in institutes, enterprises, universities) ensure explicit consensus among parties in advance, about rights matching the intended use.

2.2.2 *Good practice*

Good practice in relation to intellectual property goes beyond the bare legal requirements. Existing professional codes lay out the following principles.

- a. In principle, authorship is reserved for those researchers who have made a significant intellectual contribution to a research project, the writing of a research report or another scholarly piece of work. Seniority and position in a research institution' s hierarchy alone is not sufficient for authorship. Honorary authorship is unacceptable. In cases where several persons collaborate on a research project or publication, the question of authorship and intended use of the results should be discussed, and consensus achieved among participating researchers as early on in the project as possible. The order of authors listed should take account of their respective contributions to the work. All collaborating

researchers, whether named as authors of a publication or not, bear responsibility for the contents of the respective publications and the presentation of data and findings in these publications.

- b. Any third parties' material protected by copyright must be clearly identified and clearly attributable to their original authors, regardless of the form their presentation and quotation might take (except in cases where it is necessary for the original author to remain anonymous; in such instances, however, it must be made clear that the information was provided by an anonymous person). Lack of permission for a given use is considered as theft of intellectual property. Even if material, including data, sources, information or ideas drawn from the work of others is not protected by copyright, it should be identified as third parties' material. Failure to acknowledge the original authorship of such material, as well as knowingly presenting ideas, methodologies and research findings of others in ways that may lead observers to suppose that they are one's own, is regarded as plagiarism and is unacceptable.

2.3 Other laws

A wide range of other laws may also apply, varying from general health and safety, employment and anti-discrimination laws, to specific regulations governing the appointment and management of researchers, and more specific regulations that may govern the context in which particular kinds of research are carried out.

There may be certain circumstances that form exceptions to this rule, for instance when criminal behaviour itself forms the subject of the research undertaken. In such cases, researchers should:

- raise the matter with research funders
- ensure that full documentation is maintained to establish the bona fide nature of the research, and
- where necessary, seek the advice of their relevant professional association.

In more extreme cases, research may be carried out in countries where democratic government is absent, or relatively recent, and certain laws are considered to be inherently unjust, socially harmful or detrimental to scientific integrity. In such cases too individual researchers must take responsibility for decisions of professional judgement and their professional associations have a responsibility to support them.

3. Avoidance of social and personal harm

It should be an over-riding aim of socio-economic research that the results should benefit society either directly or by generally improving human knowledge and understanding. It follows from this aim that in the conduct of the research, researchers should aim to avoid or minimise social harm to groups and individuals.

With this in mind, socio-economic researchers and their funders should reflect on the consequences of participation in the research for all research subjects and stakeholders.

Research should be designed responsibly in order to ensure that the methodology is appropriate, that no group is unreasonably excluded and that harm is minimised. Participants should not be worse off as a result of their involvement in the research. Research should also be designed in order to maximise its utility and relevance for the benefit of society,

Wherever possible, and providing that this does not conflict with other ethical or scientific considerations, representatives of the social groups under study should be actively involved in the research.

In particular, researchers should endeavour to:

- a. ensure that participation in research is voluntary, on the basis of informed consent, taking account of the specific requirements of differing types of quantitative and qualitative research,

- b. take special care to protect the interests of children, the mentally impaired, the elderly and other vulnerable groups
- c. ensure that the views of all relevant stakeholders are taken into account where this does not conflict with other ethical or scientific principles
- d. ensure that research participants are protected from undue intrusion, distress, indignity, physical discomfort, personal embarrassment or psychological or other harm
- e. ensure that the research process does not involve unwarranted material gain or loss for any participant
- f. ensure that research results are disseminated in a manner that makes them accessible to the relevant social stakeholders
- g. ensure that research is commissioned and conducted with respect for all groups in society regardless of race, ethnicity, religion and culture, and with respect for and awareness of gender or other significant social differences
- h. avoid harassment or discrimination against research assistants, trainees or other colleagues and minimise any safety risks.

Appendix III / Notices

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