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## SEAGLOW

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## Version log

Version	Date	Released by	Nature of change
V1	29/08/2024	NDEU	1 <sup>st</sup> draft

**Executive Summary**

*The following deliverable is D7.3 “Terms of Reference for Advisory Board activities and selection”. The objective of this deliverable is to set the roles and responsibilities of the External Expert Advisory Board (EEAB) as well as the terms and conditions of the membership and set-up of the meetings. The deliverable also includes the Agreement form for EEAB members as well as the Non-Disclosure Agreement which will be presented to the members for signature.*

## **Abbreviations**

D	Deliverable
EEAB	External Advisory Board
EC	European Commission
WP	Work Package
WT	Work Task

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# 1 Terms of Reference

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## 1.1 Introduction

SEAGLOW, “Sustainable Energy Applications for Green and Low-impact Operation of small-scale fishing boats in the Baltic and North Sea basins” is an EU-funded research project, comprising of sixteen partners that will collaborate from 2024 to 2028.

The overall objective of SEAGLOW is to demonstrate the impact and potential of 5 different technological applications to reduce fossil fuel consumption and GHG emissions on small-scale fishing boats in the North and Baltic Sea basins. This objective aligns with the priorities of the EU Mission “Restore our Ocean and Waters” to protect and restore the health of our ocean and waters through research and innovation. SEAGLOW will co-organise dissemination activities to increase the outreach of results towards wider audiences together with other Horizon initiatives, stakeholders, public authorities, and policymakers.

The aim of SEAGLOW is therefore to demonstrate that utilisation of a combination of these appropriate technologies will allow cost-efficient reduction of fuel consumption, benefiting the fishing community and the environment, and accelerating the opportunities for positive change. To meet its overall objective, SEAGLOW has six concrete aims:

- Analyse the needs and contexts of fishing communicates along with their value and supply chains to define evidence-based plans for small-scale fisheries decarbonisation.
- Adapt appropriate, robust technologies to reduce fossil fuel consumption in small-scale fisheries.
- Deploy and test technological solutions in real, operational, maritime conditions to obtain representative and realistic data.
- Assess and validate the environmental, social, and economic sustainability of the project’s solutions and business models.
- Engage in solid multi-actor collaboration and cluster with relevant initiatives to drive the widespread replication of the SEAGLOW solutions.

## 1.2 Purpose and role of the EEAB

The External Expert Advisory Board consists of ten (10+) members with wide recognition and proven expertise in the fields of marine energy technologies, fishing and maritime sectors, and relevant financial, political, and technical domains.

The SEAGLOW EEAB is established to provide high-level advice to the SEAGLOW Coordinator, Work Package Leaders and researchers on how the SEAGLOW project can attain its aim and have maximum impact for the public benefit.

Its role is:

- a) to ensure that the SEAGLOW Consortium is progressing along the correct path;
- b) to provide feedback to activities and outcomes;
- c) to support the critical actions implemented within the project;
- d) and to be informed about the corresponding results.

## 1.3 Membership of the EEAB

### 1.3.1 General Provisions

Membership of the EEAB is for the entire duration of the project, i.e. from the signature of the Terms of Reference until April 30<sup>th</sup>, 2028.

EEAB members should formally register their agreement with the contents of these Terms of Reference and the Non-Disclosure Agreement and should declare any potential conflicts of interest.

If a member does not attend a meeting, it should be ensured that they are available for the next meeting. If a member does not attend a second meeting, they should be asked if they wish to remain part of the EEAB, and the Consortium may decide to replace them.

Members shall not be remunerated for their participation to the EEAB. However, reimbursement for their travel and subsistence costs to the EEAB face-to-face meetings will be covered by the Consortium.

### 1.3.2 Members

The Members are external and independent from the Project and the Consortium.

All members of the EEAB are appointed by the SEAGLOW Steering Group based on interest and mutual agreement

The membership may end in case of voluntary retirement or revocation of the appointment. In that case, the SEAGLOW Steering Group, will assess the need of a successor and appoint another person for the remaining term.

## Composition

Technical expertise		
<b>Thage Rishøj</b>	CEO	Karstensens Skibsværft A/S (Shipyard)
<b>Ethan Faghani</b>	CEO	Cetasol (Maritime Sustainability)
<b>Ander Lasa</b>	CEO	LasanaVal OTN (Naval technology)
Law and regulations		
<b>Aleksandrs Pavlovics</b>	Head of Marine Accident Investigation Department	Transport Accident and Incident Investigation Bureau of the Republic of Latvia
<b>Joakim Martinsen</b>	Chief Advisor / Head of Section	Norwegian Fishermen's Association / Norges Fiskarlag
Business Development		
<b>Christian Heidemann Andersen</b>	CEO	Strandby Harbor / Strandby Havn
<b>Jeremy Percy</b>	Senior Advisor	SSF's representation

## 1.4 Meetings

### 1.4.1 General Provisions

The EEAB will participate in a physical or virtual meeting with partners at least twice during the project. Other meetings, with the coordinator and work package leaders and other researchers may be arranged as seems necessary but it is envisaged that most of the communication between meetings will be carried out electronically.

EEAB meetings will be scheduled to be as convenient as possible for EEAB members.

Standard travel and accommodation expenses will be paid by SEAGLOW for the attendance at physical SEAGLOW meetings, although as much use as possible will be made of videoconferencing through Microsoft Teams, consistent with the effective operation of the EEAB and remaining within the relevant budget.

The EEAB members are allowed to participate in Steering Group meetings upon invitation but have no voting rights.

### **1.4.2 Attendance**

Effort should be made for all members to attend. If, at short notice (i.e. less than one week), any member cannot attend, then the EEAB may still meet even if the quorum is not met. If the EEAB is considering recommending major action after such a meeting, it should talk with the absent members as soon after the meeting as possible to check that they agree with the decision. If they do not, a further meeting can be arranged with the full EEAB.

The Coordinator or a Work Package Leader should always be present at EEAB meetings.

### **1.4.3 Minutes**

The EEAB will appoint a keeper of minutes, who will write the minutes of the EEAB meetings and report on the EEAB's suggestions.

The Coordinator or Work Package Leader can act as keeper of minutes.

## **1.5 Authority**

### **1.5.1 Who has ultimate responsibility?**

The Steering Group has ultimate legal responsibility for the conduct of the project as the beneficiaries are bound by the Grant Agreement. The EEAB will make recommendations to the Steering Group, who will in turn take action with regards to the EEAB's recommendations as it suggested. The responsibility to uphold any ethical or contractual rules however rests with the Steering Group.

### **1.5.2 To whom will the board report their recommendations?**

The EEAB will feed back to the Steering Group, through appointed keeper of minutes, the Work Package Leaders, the Coordinator and the project representatives.



### **1.5.3 What will be done if there is a disagreement between the EEAB and the decision-making bodies of the consortium?**

The Steering Group should report to the EEAB on how they have acted upon the EEAB's recommendations. If the Steering Group has serious problems or points with the EEAB decision, or the EEAB with the Steering Group's implementation; a meeting with both Boards should be held. The meeting should be chaired by the Coordinator. Depending on the reason for the disagreement, confidential data will have to be revealed to all those attending. The ultimate decision on what action to take will rest with the Steering Group.

## 2 Agreement form for EEAB members

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The avoidance of any perception that members of the External Expert Advisory Board (EEAB) may be biased in some fashion is important for the credibility of the decisions made by the board and for the integrity of the project.

Possible competing interests should be disclosed. In many cases simple disclosure up front should be sufficient. Otherwise, the (potential) EEAB member should remove the conflict or stop participating in the EEAB. Below are examples of interests that might compete. Depending on the nature of the interest, this will not necessarily exclude you from membership.

### Potential competing interests

- Consulting arrangements with the Sponsor or their representative
- Carrer tied up in a product or technique assessed by the project
- Investment (financial or intellectual) or career tied up in competing products

**No**, I have no competing interest to declare

**Yes**, I have competing interests to declare (please provide details below)

I have read, understood and agreed with the Terms of Reference for the SEAGLOW External Expert Advisory Board members.

I agree to join the SEAGLOW External Expert Advisory Board

I agree to treat all project documentation, data and discussions as confidential and I have signed the Non-Disclosure Agreement (Annex 1)

**Name**

**Signature**

**Date**

## **Annex 1: NDA for External Expert Advisory Board agreed under Section 6**

**THIS AGREEMENT** is entered into force at the Project start date and between:

1. NORDDANMARKS EU-KONTOR (NDEU), based at NIELS JERNES VEJ 10, 9220 AALBORG ØST, Denmark, acting as the Coordinator for the Horizon Europe project SEAGLOW in the names and on behalf of each and every SEAGLOW Consortium Member, hereinafter referred to as the Discloser and
2. **[Insert official name of the EEAB Member]**, having its registered office or based at [insert the Legal Address of the Entity] hereinafter referred to as the Recipient

### **WHEREAS:**

The Discloser intends to disclose the Confidential Information to the Recipient for the purpose of joining an External Expert Advisory Board (EEAB) as a Member to provide feedback and guidance by reviewing and commenting on project activities and outcomes (the Purpose).

Throughout the Membership of the EEAB, the Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

### **NOW IT IS AGREED AS FOLLOWS:**

#### **1. Confidential Information**

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- i. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- ii. any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- iii. any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- iv. trade secrets; plans for products or services, and customer or supplier lists;
- v. any other information that should reasonably be recognized as Confidential Information by the Discloser.

1.2 The Discloser and the Recipient agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and

therefore protected. However, notwithstanding the above, the lack of such identification by marking, legends or similar shall not affect the information's status as Confidential Information under this Agreement.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Recipient hereby acknowledge that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

- i. is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
- ii. was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- iii. is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;
- iv. becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
- v. is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

## **2. Undertakings of the Recipient**

2.1 In the context of discussions, preparations or negotiations, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

2.2 The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

2.3 The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

2.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

2.5 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

2.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Nothing in this Agreement shall be deemed to grant to the Recipient a license expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise, any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

2.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.

2.8 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

2.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

2.10 The Recipient agrees that the Discloser will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Discloser shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

2.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

2.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

2.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

2.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

### **3. Miscellaneous**

#### **3.1 Duration and Termination**

This Agreement shall remain in effect for a term of 48 months. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

#### **3.2 Applicable Law and Jurisdiction**

This Agreement shall be construed and interpreted by Belgian law. The court of Brussels shall have jurisdiction.

#### **3.3 Validity**

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

#### **3.4 Subsequent Agreements**

Ancillary agreements, amendments or additions hereto shall be made in writing.

#### **3.5 Communications**

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of \_\_\_\_\_ the \_\_\_\_\_ date \_\_\_\_\_ stated \_\_\_\_\_ above.

FOR [insert name of EEAB Member]

[insert title]

Done at [place] on [date]