

CONSORTIUM AGREEMENT

EU-CONEXUS European University for Smart Urban Coastal Sustainability

**MULTI BENEFICIARIES PROJECT
UNDER ERASMUS + KA2 EUROPEAN UNIVERSITIES
&
UNDER HORIZON 2020 IBA-SwafS-Support-1-2020**

Table of Content

| | | |
|-----------|--|-----------|
| 1 | Definitions | 5 |
| 2 | Purpose..... | 6 |
| 3 | Entry into force, duration and termination..... | 7 |
| 4 | Responsibilities of Parties..... | 8 |
| 5 | Liability towards each other | 9 |
| 6 | Governance structure..... | 10 |
| 7 | Financial provisions | 21 |
| 8 | Results | 24 |
| 9 | Access Rights | 26 |
| 10 | Non-disclosure of information | 28 |
| 11 | Miscellaneous | 30 |
| | Attachment 1: Erasmus + Grant Agreement and its annexes..... | 40 |
| | Attachment 2: Budget Breakdown per Partner in accordance with Erasmus + Grant Agreement | 41 |
| | Attachment 3: H2020 Grant Agreement and its annexes..... | 42 |
| | Attachment 4: Budget Breakdown per Partner in accordance with H2020 Grant Agreement..... | 43 |
| | Attachment 5: Governance Scheme | 44 |
| | Attachment 6: Accession Document..... | 45 |
| | Attachment 7: Background included..... | 46 |
| | Attachment 6: Administrative and Bank Data..... | 48 |

This CONSORTIUM AGREEMENT is elaborated in the framework of the Grant Agreement number 612599-EPP-1-2019-1-FR-EPPKA2-EUR-UNIV 'EU-CONEXUS European University for Smart Urban Coastal Sustainability' and in the framework of the Grant Agreement number 101017436 – EU-CONEXUS-RFS – H2020-IBA-SwafS-Support-1-2020.

BETWEEN:

- (1) LA ROCHELLE UNIVERSITE (ULR or LRUniv), the Coordinator
- (2) AGRICULTURAL UNIVERSITY OF ATHENS (AUA),
- (3) UNIVERSTATEA TEHNICA DE CONSTRUCTII BUCURESTI (UTCB),
- (4) KLAIPEDOS UNIVERSITETAS (KU),
- (5) FUNDACION UNIVERSIDAD CATOLICA DE VALENCIA SAN VICENTE MARTIR (UCV),
- (6) SVEUCILISTE U ZADRU (UNIZD),

hereinafter, jointly or individually, referred to as 'Parties' or 'Party' or 'Consortium'

relating to the Action entitled

European University for Smart Urban Coastal Sustainability

in short

EU-CONEXUS

hereinafter referred to as 'Action'

WHEREAS:

The Parties have submitted a proposal (Call Identifier: European Universities 2019-EAC/A03/2018) for the Action to the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as 'the EACEA') as part of the Erasmus + Programme and a second proposal to the Research Executive Agency (hereinafter referred to as 'the REA') as part of Horizon 2020 Programme under H2020 Work Programme part 16 SwafS (Science with and for Society).

The Parties concluded a first Consortium Agreement related to the first proposal funded under Erasmus + programme signed on September 29, 2019. This Consortium Agreement is replaced by the present Consortium Agreement as it keeps all the articles stipulated in the previous Consortium Agreement and adds specific articles or paragraphs for taking into account the second proposal funded under Horizon 2020.

The present Consortium Agreement replaces the previous Consortium Agreement related to the first proposal funded under Erasmus + programme signed on September 29, 2019 signed solely in the framework of the Erasmus + Grant Agreement.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreements to be signed by the Parties and the Agencies (hereinafter respectively 'Erasmus + Grant Agreement' and 'H2020 Grant Agreement', jointly being referred to as 'Grant Agreements').

The Parties are aware that this Consortium Agreement is based upon the DESCA (Development of a Simplified Consortium Agreement) model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

The following definitions apply for the purpose of the present Consortium Agreement:

'Action': the set of activities or the projects for which the grants are awarded, to be implemented by the beneficiaries as described in Annex I of the Grant Agreements.

'Breach of obligations': failure by a beneficiary to fulfil one or more of its contractual obligations.

'Confidential information or document': any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreements that any of the parties has identified in writing as confidential. It does not include information that is publicly available.

'Conflict of interests': a situation where the impartial and objective implementation of the Agreements by a beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest or any other shared interest with the EACEA and the REA or any third party related to the subject matter of the Agreements.

'Consortium Body': Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

'Defaulting Party': Defaulting Party means a Party that is identified as being in breach of this consortium agreement and/or the Grant Agreements.

'Direct costs': those specific costs which are directly linked to the implementation of the Action and can therefore be attributed directly to it. They may not include any indirect costs;

'Force majeure': any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreements, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as force majeure: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of force majeure;

'Formal notification': form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient.

'Fraud': any act or omission relating to the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, the non-disclosure of information in violation of a specific obligation, with the same effect or the misapplication of such funds or assets for purposes other than those for which they were originally granted.

'Grave professional misconduct': a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a

person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

'Implementation period': the period of implementation of the activities forming part of the Action, as specified in Article I.2.2 of the Erasmus + Grant Agreement and Article 3 of the H2020 Grant Agreement.

'Irregularity': any infringement of a provision of Union law resulting from an act or omission by a beneficiary, which has or would have the effect of prejudicing the Union's budget.

'Maximum amount of the grant': the maximum EU contribution to the Action, as defined in Article I.3.1 of the Erasmus + Grant Agreement and Article 4 of the H2020 Grant Agreement.

'Pre-existing material': any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the Action.

'Pre-existing right': any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or a right of use belonging to the beneficiary or any other third parties.

'Related person': any natural or legal person who is a member of the administrative management or supervisory body of the beneficiary or who has powers of representation, decision or control with regard to the beneficiary.

'Starting date': the date on which the implementation of the Action starts as provided for in Article I.2.2 of the Erasmus + Grant Agreement and Article 3 of the H2020 Grant Agreement.

'Subcontract': a procurement contract within the meaning of Article II.10 of the General Conditions of the Erasmus + Grant Agreement, which covers the implementation by a third party of tasks forming part of the Action as described in Annex I of the Erasmus + Grant Agreement.

'Indirect costs': those costs which are not specific costs directly linked to the implementation of the Action and which therefore cannot be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs.

2 Purpose

The purpose of this Consortium Agreement is to specify with respect to the Action the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the governance of the Action and the rights and obligations of the Parties concerning inter alia liability, access rights and dispute resolution.

The Parties undertake to do everything in their power to carry out the work forming the subject of this agreement, which falls on the one hand within the framework of the Grant Agreement 612599-EPP-1-2019-1-FR-EPPKA2-EUR-UNIV 'EU-CONEXUS European University for Smart Urban Coastal Sustainability', concluded between the Coordinator and the EACEA, and which falls on the other hand within the framework of the Grant Agreement 101017436 – EU-CONEXUS-RFS – H2020-IBA-SwafS-

-1-2020 concluded between the coordinator and the REA, both related to the above-mentioned Action.

The subject matter of this agreement and the related work are detailed in the annexes of the Grant Agreements. The respective Grant Agreements terms and conditions and related annexes shall

form an integral part of the present agreement and take precedence over it (see Article 11 of the present agreement for the list of annexes).

The Parties shall be bound by the terms and conditions of this agreement, the Grant Agreements and any further amendments of the latter.

Associated Partners from Higher Education and Research Institutions are bound by the terms and conditions to this agreement except for the financial provisions.

3 Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Erasmus + Grant Agreement, that is 1st September 2019.

The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Erasmus + Grant Agreement and the H2020 Grant Agreement or any subsequent amendments of them.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 4) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreements and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Grant Agreements are not signed by the Funding Authority or a Party, or
- the Grant Agreements are terminated, or
- a Party's participation in the Grant Agreements is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to access rights, dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Governing Board and

the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Action, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreements and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, after becoming aware of it, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreements (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Governing Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

Considering the form of the grant awarded by the REA (lump sum), should a Party fail to implement its part of the Action, whether in whole or in part, whether itself or by involving a third party in the Action, such failure leading to the non-completion of one or several work packages of the Action described in the H2020 Grant Agreement, said Party shall be considered in breach of this Consortium Agreement.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Governing Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Action remains responsible for carrying out its relevant part of the Action and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreements. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreements.

5 Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

Considering the form of the H2020 grant awarded by the REA (lump sum), a Party declared as a Defaulting Party in accordance with the appropriate provisions of this Consortium Agreement shall be liable to any other Party for loss of part of said grant.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the EU contribution for the Action as identified in Attachment 2 of this agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

5.4 Health and Safety

In a case where an employee of one Party should work in another Party's premises, this employee shall respect the Health and Safety measures provided by the rules of procedure of the hosting Party. The rules of procedures will be provided at the latest on the first day of hosting.

A prevention plan (related to safety and risk prevention) will regulate each such external employee hosting.

5.5 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. The effected Party must immediately take all the necessary steps to limit any damage due to Force Majeure and do its best to resume implementation of the Action as soon as possible. If the consequences of Force Majeure for the Action are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

6 Governance structure

6.1 General structure

The organisational structure (as shown in the Governance Scheme in Attachment 3) of the Consortium shall comprise the following Consortium Bodies:

The **Governing Board** is the strategic decision-making body of the Consortium. It is in charge of the validation of implementation reports.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the EACEA and the REA. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreements and this Consortium Agreement.

The **Management Board** is in charge of the daily operative management of academic, research and administrative activities of the Action.

The **Student Board** is the highest student representing body of the Consortium. It contributes to relevant implementation activities of the Action.

The **Academic Council** is in charge of the development of curricula and pedagogical innovations and coordinates the Programme Committees.

The **Research Council** is in charge of the development of a Joint Research Area and all research aspects of the Action.

The **Financial and Administrative Council** is in charge of the financial and administrative reporting and supervises budget implementation.

The **External Advisory Board** contributes to evaluations and quality control of strategies and activities.

6.2 General operational procedures for the Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as 'Member'):

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

| | Ordinary meeting | Extraordinary and/or virtual meeting |
|--------------------------------------|---|--|
| Governing Board | At least twice a year | At any time upon written request of the Management Board and External Advisory Board |
| Management Board | At least once a week | At any time upon written request of any Member of the Governing Board, Academic Council, Financial and Administrative Council or External Advisory Board |
| Student Board | To be decided by the Student Board | |
| Academic Council | At least twice a year (in parallel to Governing Board meetings) | At any time upon written request of Governing Board or by any member of the Academic Council |
| Research Council | At least twice a year (in parallel to Governing Board meetings) | At any time upon written request of Governing Board or by any member of the Research Council |
| Financial and Administrative Council | At least twice during the Action (mid-term and final report) | At any time upon written request of Governing Board or by any member of the Financial and Administrative Council |
| External Advisory Board | At least once a year | At any time upon written request of any Member of the Governing Board, Management Board, Academic Council, Financial and Administrative Council or a Member of the External Advisory Board |

Along with ordinary and extraordinary meetings, virtual meetings may be organised having the same decision-making power as physical meeting.

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing (e-mail shall suffice) of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below:

| | Ordinary meeting | Extraordinary and virtual meeting |
|--------------------------------------|------------------|-----------------------------------|
| Governing Board | 90 calendar days | 14 calendar days |
| Management Board | 30 calendar days | 3 calendar days |
| Student Board | 90 calendar days | 14 calendar days |
| Academic Council | 90 calendar days | 14 calendar days |
| Research Council | 90 calendar days | 14 calendar days |
| Financial and Administrative Council | 30 calendar days | 14 calendar days |
| External Advisory Board | 90 calendar days | 14 calendar days |

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) or electronic version agenda no later than the minimum number of days preceding the meeting as indicated below.

| | |
|--------------------------------------|---|
| Governing Board | 14 calendar days, 10 calendar days for an extraordinary meeting |
| Management Board | 5 calendar days , 2 calendar days for an extraordinary meeting |
| Student Board | To be decided by the Student Board |
| Academic Council | 14 calendar days |
| Research Council | 14 calendar days |
| Financial and Administrative Council | 14 calendar days |
| External Advisory Board | 21 calendar days, 14 calendar days for an extraordinary meeting |

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

| | |
|--------------------------------------|--|
| Governing Board | 10 calendar days, 7 calendar days for an extraordinary meeting |
| Management Board | 1 calendar day, 1 calendar day for an extraordinary meeting |
| Student Board | To be decided by the Student Board |
| Academic Council | 7 calendar days |
| Research Council | 7 calendar days |
| Financial and Administrative Council | 7 calendar days |
| External Advisory Board | 14 calendar days, 7 calendar days for an extraordinary meeting |

6.2.2.5

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.2.8

Any decision may also be taken without a meeting, if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted, if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. The

decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3 Quorum and voting rules

6.2.3.1

Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 14 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3

A Party which the Governing Board has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4

Where consensus is not reached, decisions shall be taken by a simple majority of the votes cast. The chairperson of a Consortium Body will have a casting vote.

6.2.4 Veto rights

6.2.4.1

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2

When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 14 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4

When a decision has been taken without a meeting a Member may veto such decision within 14 calendar days after written notification by the chairperson of the outcome of the vote.

6.2.4.5

In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.7

A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 14 calendar days of the meeting.

6.2.5.2

The minutes shall be considered as accepted if, within 14 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3

The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 GOVERNING BOARD

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members

The Governing Board shall consist of one high-level staff with full decision mandates from each Party and the Chair of the Academic Council, the Chair of the Research Council and the Chair of the Student Board (hereinafter Governing Board Member).

6.3.1.1.1. Decision mandate

Each Governing Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.2. Chairperson

The Coordinator or his/her dedicated representative shall chair all meetings of the Governing Board, unless decided otherwise in a meeting of the Governing Board.

6.3.1.1.3. Compliance with decision-making

The Parties agree to carry out their obligations under this Consortium Agreement and the Grant Agreements in adherence with the decisions made by the Governing Board. This does not

prevent the Parties to submit a dispute to resolution in accordance with the provisions for the settlement of disputes in Section 11.9.

6.3.1.2 Decisions

The Governing Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Management Board shall also be considered and decided upon by the Governing Board.

The following decisions shall be taken by the Governing Board:

6.3.1.2.1. Content and finances

- Proposals for changes related to the general and specific operational procedures for the Consortium Bodies,
- Proposals for changes to Attachment 1 of this Consortium Agreement (the Grant Agreements and its Annexes) to be agreed by the EAECA and the REA,
- Proposals for changes to Attachment 2 (Budget breakdown per Party) of this Consortium Agreement,
- Proposal for submission of an extended Action funded by the EAECA and the REA.

6.3.1.2.2. Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreements
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the EAECA and the REA for a change of the Coordinator
- Proposal to the EAECA and the REA for suspension of all or part of the Project
- Proposal to the EAECA and the REA for termination of the Project and the Consortium Agreement

6.3.1.2.3. Appointments

On the basis of the Grant Agreements, the appointment of:

- the Executive Director
- the Academic Council members
- the Research Council members
- the Financial and Administrative Council members
- the External Advisory Board Members.
- the experts for the European Education Area working group and Sustainability working group.

6.3.1.2.4. Validations

On the basis of the Grant Agreement it validates

- reports to the EACEA and the REA
- progress reports from the Management Board
- progress reports from the Academic Council
- progress reports from the Research Council
- reports from the Financial and Administrative Council

6.3.1.3 Working Groups of the Governing Board

The Governing Board may establish any Working Group. The constitution, membership and proceedings of any Working Group shall be determined by the Governing Board. Representatives of the Management Board (or the Executive Director) have the right to attend the meetings of all Working Groups and organise their meetings and minutes keeping.

6.3.2 COORDINATOR

6.3.2.1 Tasks

The Coordinator shall be the intermediary between the Parties and the EACEA and the REA and shall perform all tasks assigned to it as described in the Grant Agreements and in this Consortium Agreement.

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations,
- keeping the address list of Members and other contact persons updated and available,
- collecting, reviewing to verify consistency, and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the EACEA and the REA,
- transmitting documents and information connected with the Action to any other Parties concerned,
- administering the financial contribution of the EACEA and the REA and fulfilling the financial tasks described in Section 7,
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.3.2.2 Late submission of deliverables

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other Parties' project deliverables and all other documents required by the Grant Agreements to the EACEA and the REA in time.

6.3.2.3 Failure in coordination tasks

If the Coordinator fails in its coordination tasks, the Governing Board may propose to the EACEA and the REA to change the Coordinator.

6.3.2.4 Declarations on behalf of Parties

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium, unless explicitly stated otherwise in the Grant Agreements or this Consortium Agreement.

6.3.2.5 Confined task assignment

The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreements.

6.3.3 MANAGEMENT BOARD

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.3.1 Members

The Management Board shall consist of the Executive Director, the Executive Management Team within the Coordinator's institution and local coordinators from each Party's institution.

It shall assist and facilitate the work of the Governing Board and the Coordinator for executing the decisions of the Governing Board as well as the day-to-day management of the Action.

6.3.3.2 Chairperson

The Executive Director shall chair all meetings of the Management Board, unless decided otherwise by a simple majority.

6.3.3.3 Minutes of meetings

The Minutes of Management Board meetings, once accepted, shall be made available by the Executive Director to the Governing Board Members for information.

6.3.3.4 Tasks

- The Management Board shall prepare the meetings, propose decisions and prepare the agenda of the Governing Board according to Section 6.3.1.2.
- The Management Board shall seek a consensus among the Parties.
- The Management Board shall be responsible for the proper execution and implementation of the decisions of the Governing Board.
- It shall establish strategic implementation Action proposals to the Governing Board on advice from the Academic Council, the Research Council, the Financial and Administrative Advisory Council and the External Advisory Board.
- The Management Board shall monitor the effective and efficient implementation of the Action.
- It shall collect information at least every week on the progress of the Action, examine that information to assess the compliance of the Action with what was planned and, if necessary, propose modifications of the Action plan to the Governing Board.
- In the case of abolished tasks as a result of a decision of the Governing Board, the Management Board shall advise the Governing Board on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

In addition, the Management Board shall:

- support the Coordinator in preparing meetings with the EACEA and the REA and in preparing related data and deliverables
- establish regular reports to the Governing Board
- prepare the content and timing of press releases and joint publications by the Consortium or proposed by the EACEA and the REA in respect of the procedures of the Erasmus + Grant Agreement Articles I.10 and I.11 and Article 38 of the H2020 Grant Agreement.

6.3.3.5 Working Groups of the Management Board

The Management Board may establish any Working Group. The constitution, membership and proceedings of any Working Group shall be determined by the Management Board.

On the basis of the Erasmus + Grant Agreement, the following Working Groups are set in place:

- Sustainability Working Group

6.3.4 European Education Area Working Group.STUDENT BOARD

Specific operational procedures governing this Consortium body shall be decided during its first assembly. It will decide on the chairperson by a simple majority vote.

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.4.1 Members

The Student Board shall consist of two elected student representatives of each Party.

6.3.4.2 Tasks

The Student Board is the highest student representative body. It participates in the work of the Governing Board, the Academy Council, the Research Council and several Working Groups of the project. It contributes in particular to the activities of the Action which directly and/or indirectly affect the students of the Consortium. The Chair of the Student Board is a full member of the Governing Board with voting rights.

6.3.5 ACADEMIC COUNCIL

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.5.1 Members

The Academic Council shall consist of Vice Rectors for Academic Affairs from each Party or their representatives with in-depth knowledge of institutional and national higher education system and one student representative from each Party (12 Members in total).

On the basis of the Erasmus + Grant Agreement the Academic Council establishes four Programme Committees where each of them shall consist of preferably 2 academics from each Party and 2 students, nominated by the Student Board.

The Academic Council shall be in charge of the curricula development (joint degrees, educational trainings at Bachelor's, Master's, PhD cycle and for vocational training but not limited to), the development of pedagogical innovations, and the coordination of the Programme Committees (Bachelor, Master and specialisation courses, PhD, vocational and non-formal education).

The Work Package 2 leader (under the Erasmus + Grant Agreement) shall chair all meetings of the Academic Council, unless decided otherwise by a simple majority. The chair of the Academic Council is invited to participate in all Governing Board meetings.

6.3.5.2 Minutes of meetings

Minutes of Academic Council meetings, once accepted, shall be made available by the chairperson to the Management Board and the Governing Board for information.

6.3.5.3 Tasks

The Academic Council

- shall agree on general frameworks for joint study programmes and academic offers, requirements, learning outcomes and automatic recognition.
- shall set the tasks and strategic guidelines for Programme Committees to develop curricula (joint degrees, educational trainings and other academic offers at Bachelor's, Master's, PhD cycle and for vocational training and non-formal education but not limited to) and develop pedagogical innovations.
- shall seek a consensus among the Parties.
- shall guide and monitor the effective and efficient implementation of the Work Package 2 Joint Study Programmes and Educational Training Offers of the Action under the Erasmus + Grant Agreement
- shall establish strategic implementation Action proposals to the Governing Board
- shall support the Coordinator in preparing meetings with the EACEA and the REA and in preparing related data and deliverables
- shall establish bi-annual reports to the Governing Board

6.3.6 RESEARCH COUNCIL

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.6.1 Members

The Research Council shall be composed of the Vice-Rectors for Research or his/her representative of each partner university.

The Research Council shall be in charge of the coordination of the joint research area of the Action.

The chair of the Research Council is invited to participate in all Governing Board meetings.

6.3.6.2 Minutes of meetings

Minutes of Research Council meetings, once accepted, shall be made available by the chairperson to the Management Board and the Governing Board for information.

6.3.6.3 Tasks

The Research Council

- shall agree on general frameworks for joint research.
- shall set the tasks and strategic guidelines for joint research.
- shall seek a consensus among the Parties.
- shall guide and monitor the effective and efficient implementation of the Work Package 4 under the Erasmus + Grant Agreement and the overall implementation of a joint research area as described in the H2020 Grant Agreement.
- establish strategic implementation Action proposals to the Governing Board
- support the Coordinator in preparing meetings with the EACEA and the REA and in preparing related data and deliverables
- establish bi-annual reports to the Governing Board.

6.3.6.4 Working Groups of Research Council

The Research Council may establish any Working Group. The constitution, membership and proceedings of any Working Group shall be determined by the Research Council.

6.3.7 FINANCIAL AND ADMINISTRATIVE COUNCIL

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.7.1 Members

The Financial and Administrative Council shall consist of the Executive Director and 1 financial and administrative staff member from each Party who shall be nominated by the Governing Board that will also decide on the chairperson by simple majority.

It shall be in charge of the financial and administrative reporting (internal and external), the supervision of budget implementation and the sustainability check.

6.3.7.2 Minutes of meetings

Minutes of Financial and Administrative Council meetings, once accepted, shall be made available to the Governing Board Members for information.

6.3.7.3 Tasks

The Financial and Administrative Council

- shall prepare the meetings, propose decisions and prepare the Agenda of the Governing Board according to Section 6.3.1.2.
- shall seek a consensus among the Parties.
- shall be responsible for the proper execution and implementation of the decisions of the Governing Board.
- shall monitor the effective and efficient implementation of the Action.
- shall support the Coordinator in preparing meetings with the EACEA and the REA and in preparing related data and deliverables
- shall establish a mid-term and a final report to the Governing Board

6.3.8 EXTERNAL ADVISORY BOARD

Specific operational procedures governing this Consortium body shall be decided during its first assembly.

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.8.1 Members

The External Advisory Board will be appointed at the beginning of the project (last quarter of 2019). Its members will be nominated by the Governing Board. It shall consist of maximum 12 members and include at least one member from each Party's institutional environment (regional or international). It will decide on the chairperson by a simple majority vote.

In case there is a change of an External Advisory Board member, the new member will be appointed by the Governing Board.

6.3.8.2 Tasks

The External Advisory Board will ensure evaluations and quality control of Action strategies and activities and assist and facilitate the decisions made by the Governing Board.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each External Advisory Board member. Its terms shall not be less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier.

6.3.8.3 Minutes

The minutes of the External Advisory Board meetings should be made available to the Governing Board and the Management Board. The Advisory Board members shall be allowed to participate in Governing Board meetings upon invitation but have not any voting rights.

7 Financial provisions

7.1 General Principles related to the Erasmus + Grant Agreement

7.1.1 Distribution of Financial Contribution

The financial contribution of the EACEA to the Action shall be distributed by the Coordinator according to:

- the Action plan
- the approval of reports by the EACEA, and
- the provisions of payment in Section 7.4.

A Party shall be funded only for its tasks carried out in accordance with the Action Plan.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Action towards the EACEA. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the EACEA.

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Action plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Action plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Action plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Return of excess payments

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

7.1.5 Deduction of receipts

In case a Party earns any receipt that is deductible from the total funding as set out in the Action plan, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In case the relevant receipt is more than the allocated share of the Party as set out in the Action plan, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.6 Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the EACEA or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 General Principles related to the H2020 Grant Agreement

7.2.1 Distribution of Financial Contribution

The financial contribution of the REA to the Action shall be distributed by the Coordinator according to:

- The Action plan
- the approval of reports by the REA, and
- the provisions of payment in Section 7.4.

A Party shall be funded only for its tasks carried out in accordance with the Action Plan.

7.2.2 Funding Principles

In accordance with the H2020 Grant Agreement (Article 5.3), eligible costs must be declared as the lump-sum set out in Annex 2 of the said Grant Agreement.

The final grant amount depends on the proper implementation of the Action in accordance with the H2020 Agreement's terms and conditions.

7.2.3 Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the REA or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.3 Budgeting

The budget set out in the Action Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.4 Payments

7.4.1 Payments to Parties are the exclusive tasks of the Coordinator

In particular, the Coordinator shall:

- transfer any amounts due to the bank account of a Party without undue delay
- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

- undertake to keep the EACEA's and the REA's financial contribution to the Action separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.4.2 Payment Schedule related to Erasmus + Grant Agreement

The payment schedule, which contains the transfer of pre-financing and balance payments to Parties, will be handled according to the following:

- Funding of costs included in the Action plan will be paid to Parties after receipt from the EACEA as agreed below:

| | |
|------|--|
| 40 % | on receipt of the first pre-financing Payment |
| 40 % | on receipt of the second pre-financing Payment |
| 20 % | on receipt of the balance Payment |

- Funding for costs accepted by the EACEA will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party, if that Party has been found to be a Defaulting Party by a vote of the Governing Board or to a Beneficiary who has not yet signed this Consortium Agreement.

In the case of a Defaulting Party, the withholding above mentioned could be maintained against the Defaulting Party until the Governing Board could make a decision regarding either the exclusion of the Defaulting Party or the solution it must take to resolve the situation.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or is ordered by or agreed with the EACEA.

7.4.3 Payment Schedule related to H2020 Grant Agreement

The payment schedule, which contains the transfer of pre-financing and balance payments to Parties, will be handled according to the following:

- Funding of costs included in the Action plan will be paid to Parties after receipt from the REA as agreed below:

| | |
|------|---|
| 75 % | on receipt of the first pre-financing Payment |
| 25 % | on receipt of the balance Payment |

- Upon completion of the activities foreseen in the H2020 Grant Agreement and provided of their validation by the REA funding will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party, if that Party has been found to be a Defaulting Party by a vote of the Governing Board or to a Beneficiary who has not yet signed this Consortium Agreement.

In the case of a Defaulting Party, the withholding above mentioned could be maintained against the Defaulting Party until the Governing Board could make a decision regarding either the exclusion of the Defaulting Party or the solution it must take to resolve the situation.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or is ordered by or agreed with the REA.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint Ownership

Two or more beneficiaries own results jointly if:

- they have jointly generated them and
- it is not possible to:
 - i. establish the respective contribution of each beneficiary, or
 - ii. separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

Once the results have been generated, joint owners may agree (in writing) to apply another regime than joint ownership (such as, for instance, transfer to a single owner with access rights for the others).

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise exploit the jointly owned results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - i. at least 45 calendar days advance notice; and
 - ii. fair and reasonable compensation.

8.3 Software specific regulation

8.3.1 New software

Each new software is the property of the Party that generates it, as regards to scientific human, material and financial inputs.

8.3.2 Derived software

If a Party wants to conceive a software derived from another Party previous software, the ownership of the original software shall remain with the Party that has developed said original software, whereas the segment of software resulting from derivation shall be owned by the Party that has generated it. Both Parties will grant each other an automatic, royalty-free, non-exclusive, non-sublicensable, non-transferrable license for their respective software for non-commercial research and educational purposes, with other use being subject of a separate agreement by the Parties meant herein.

8.3.3 Open-source software

Each Party can use Open-Source Software. However, if a Party intends to use Open-source Software which is licensed under a strong copyleft license (e.g. GNU GPL) it shall inform the Management Board beforehand so that the Management Board can decide on necessary measures to avoid a harmful contamination by the copyleft license to other software used in the Action.

8.4 Transfer of Results

8.4.1

Each Party may transfer ownership of its own Results.

8.4.2

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer.

8.4.3

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.5 Dissemination

For the avoidance of doubt, nothing in this Section 8.5 has impact on the confidentiality obligations set out in Section 10.

8.5.1 Dissemination of own Results

8.5.1.1 General Provisions

During the Project and for a period of 1 year after the end of the Action, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be subject to the following provisions:

- The dissemination of co-owned Results should mention the name and the contribution of all Parties who have participated to their obtainment.
- Prior notice of any planned publication shall be given to the other Parties and the Management Board at least 45 calendar days before the publication. Any objection to the planned publication shall be made in writing to the Management Board and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.5.1.2 Objections

8.5.1.2.1 Justified objections

An objection is justified if

- the protection of the objecting Party's Results or Background would be adversely affected
- the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

8.5.1.2.2 Conflict resolution

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.5.1.2.3 Delay of publication

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

8.5.2 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already publicly available. In this last case, the Party who wants to disseminate the Results of another Party should mention the name and the contribution of the owning Party.

8.5.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.5.4 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

9 Access Rights

9.1 Background included

Identified Background

In Attachment 7, the Parties have identified and agreed on the Background for the Action and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 7 shall not be the object of Access Right obligations regarding Background.

9.1.1 Additional Background

Any Party may add further own Background to Attachment 7 during the Action by written notice to the other Parties. However, approval of the Governing Board is needed should a Party wish to modify or withdraw its Background in Attachment 7.

9.2 General Principles

9.2.1 Respect of property rights

Each Party shall implement its tasks in accordance with the Action Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2 Exclusion of sublicensing

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3 Costs

Access Rights shall be free of any administrative transfer costs.

9.2.4 Non-exclusivity

Access Rights are granted on a non-exclusive basis.

9.2.5 Non-extension of Access Rights

Results and Background shall be used only for the purposes for which Access Rights to it have been granted and are subject to the conditions set forth in this Consortium Agreement.

9.2.6 Justification of Need

The requesting Party must show that the Access Rights are needed.

9.3 Access Rights for implementation

Access Rights to results and Background needed for the performance of the own work of a Party under the Action are hereby requested and shall be deemed granted as of the Effective Date on a royalty-free basis, unless otherwise agreed for Background in Attachment 5. Such granted rights shall be set in accordance with appropriate confidentiality obligations.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

Access Rights to results if needed for exploitation of a Party's own results shall be granted on Fair and Reasonable conditions and are subject to the conditions set forth in this Consortium Agreement.

Access Rights to results for internal research and teaching activities shall be granted on a royalty-free basis.

9.4.2 Access Rights to Background

Access Rights to Background if needed for exploitation of a Party's own results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

9.4.3 Access Rights Period

A request for Access Rights may be made up to twelve months after the end of the Action or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Action.

9.5 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to results as might be asked for by any Party, upon adequate financial conditions to be agreed.

9.6 Access Rights for Parties entering or leaving the consortium

9.6.1 New Parties entering the Consortium

As regards results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.6.2 Parties leaving the Consortium

9.6.2.1 Access Rights granted to a leaving Party

– Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of Governing Board to terminate its participation in the Consortium.

– Non-defaulting Party

A Non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3.

9.6.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to this Consortium Agreement as if it had remained a Party for the whole duration of the Action.

9.7 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to software.

Parties' Access Rights to software include a right to receive source code or object code ported to a certain hardware platform or a right to receive respective Software documentation in any particular form or detail, but only if agreed between the Parties concerned in writing (email shall suffice) and only for the purposes for which Access Rights to it have been granted and are subject to the conditions set forth in this Consortium Agreement.

10 Non-disclosure of information

10.1 Confidential Information

All information in whatever form or mode of communication, which is disclosed by a Party (the 'Disclosing Party') to any other Party (the 'Recipient') in connection with the Action during its implementation and which has been explicitly marked as 'confidential' at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has

been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is 'Confidential Information'.

10.2 Non-disclosure

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure, for a period of 4 years after the end of the Action:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3 Extension of Non-disclosure provisions to Employees and Third Parties involved

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Action and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Action and/or after the termination of the contractual relationship with the employee or third party.

10.4 Exceptions

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the recipient can show that:

- the Confidential Information, was, has become or becomes publicly available by means other than a breach of the recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the recipient without any obligation of confidentiality by a third party who is to the best knowledge of the recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the Confidential Information, at any time, was developed by the recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the recipient prior to disclosure, or
- the recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

Nevertheless, the present article 10 dispositions may not constitute an obstacle:

- to the each Party's individual obligation to produce an activity report to the organisation which they are subject. This communication does not constitute a disclosure regarding to the Intellectual Property rules.

- To intellectual output produced by students or researchers during joint academic offers or research activities (e.g., course research project, Master's or Doctoral thesis) that deal with Confidential information shall be presented using the conditions to preserve the Confidential Information.

10.5 Degree of care

The recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Action as with its own confidential and/or proprietary information, but in no case less than reasonable care

10.6 Prompt reaction

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 Requirement to disclose

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information provided that the Disclosing Party will reimburse the recipient for reasonable proven extra costs arising directly from these instructions.

The confidentiality obligations under this Consortium Agreement shall not prevent the communication of Confidential Information to the EACEA and the REA.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Erasmus + Grant Agreement and its Annexes)
Attachment 2 (Budget Breakdown per Party in accordance with Erasmus + Grant Agreement)
Attachment 3 (H2020 Grant Agreement and its Annexes)
Attachment 4 (Budget Breakdown per Party in accordance with H2020 Grant Agreement)
Attachment 5 (Governance Scheme)
Attachment 6 (Accession Document)
Attachment 7 (Background included)
Attachment 8 (Administrative and Bank Data)

11.2 Inconsistencies

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreements, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.3 No representation, partnership or agency

Except as otherwise provided in Section 6.3.2., no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.4 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

– Formal notices:

If it is required in this Consortium Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

– Other communication:

Other communication between the Parties may also be made by other means such as e-mail with electronic confirmation of delivery, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

11.5 Assignment and amendments

Except as set out in Section 8.4, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement as foreseen in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.6 Mandatory national law

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.7 Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.8 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.9 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to a mediator nominated by the External Advisory Board. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

Section Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the Effective Date first above written.

LA ROCHELLE UNIVERSITÉ

Coordinator – Participant 1

Signature

Name

Jean-Marc OGIER



Title

President of La Rochelle Université

Date

AGRICULTURAL UNIVERSITY OF ATHENS

Signature

Name

Prof. Stavros Zografakis

Title

Vice Rector for Research and Lifelong Learning of Agricultural University of Athens (AUA)

Date 15/12/2020

UNIVERSTATEA TEHNICA DE CONSTRUCTII BUCURESTI

Participant 3

Signature



Name

Radu Văcăreanu

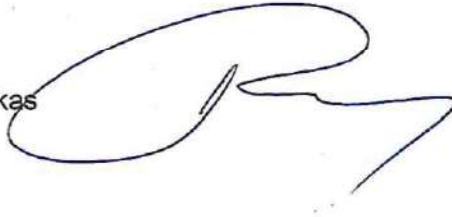
Title

Rector of Technical University of Construction Bucharest

Date

For Klaipėdos Universitetas
the Rector

Arturas Razbadauskas



FUNDACION UNIVERSIDAD CATOLICA DE VALENCIA SAN VICENTE MARTIR

Participant 5

Signature

24363788A

JOSE MANUEL

PAGAN (R:

G97025787)

Formato de plantilla por 24363788A JOSE
MANUEL PAGAN (R: G97025787)
Nombre de usuario (nombre.DNI)
2341363788A14240255787
15/03/2017 07:28:08:17 AM - 0110F
serialNumber=DCE5-24363788A
serialNumber=C10-MAR06L-2048PAGAN
AGULLO (R: 24363788A JOSE MANUEL PAGAN
R: G97025787) S.A. (R: ANDES-G97025787)
FUNDACION UNIVERSIDAD CATOLICA DE
VALENCIA SAN VICENTE MARTIR (R: G97025787)
Fecha: 2017-03-28 08:17 AM - 0110F

Name

Jose Manuel Pagan Agullo

Title

Rector

Date

EU-CONEXUS Consortium Agreement

SVEUCILISTE U ZADRU

Participant 6



Name

Dijana Vican

Title

Rector of the University of Zadar

Date

Attachment 1: Erasmus + Grant Agreement and its annexes

Attachment 2: Budget Breakdown per Partner in accordance with Erasmus + Grant Agreement

| Costs | Direct costs | | | | Total direct costs | Indirect costs | Total estimated eligible costs | Maximum Grant | Contribution from beneficiaries | | Other sources of | Contribution + other sources | TOTAL REVENUE |
|-------|----------------|--------------|--------------------|--------------|--------------------|----------------|--------------------------------|----------------|---------------------------------|--------------------|------------------|------------------------------|----------------|
| | Staff costs | Travel costs | Individual support | Equipment | | | | | Other costs | from beneficiaries | | | |
| ULR | 1 119 130,00 € | 150 800,00 € | 130 900,00 € | 65 000,00 € | 77 000,00 € | 1 542 830,00 € | 107 998,10 € | 1 650 828,10 € | 1 320 662,08 € | 330 166,02 € | - € | 330 166,02 € | 1 650 828,10 € |
| AUA | 656 110,00 € | 57 500,00 € | 71 800,00 € | 43 450,00 € | 43 450,00 € | 872 410,00 € | 61 068,70 € | 933 478,70 € | 746 782,96 € | 186 695,74 € | - € | 186 695,74 € | 933 478,70 € |
| UTCb | 214 240,00 € | 148 800,00 € | 129 200,00 € | 26 333,00 € | 26 500,00 € | 545 073,00 € | 38 155,11 € | 583 228,11 € | 466 582,49 € | 116 645,62 € | - € | 116 645,62 € | 583 228,11 € |
| KU | 260 056,00 € | 146 400,00 € | 129 200,00 € | 27 638,00 € | 28 150,00 € | 591 444,00 € | 41 401,08 € | 632 845,08 € | 506 276,06 € | 126 569,02 € | - € | 126 569,02 € | 632 845,08 € |
| UCV | 700 453,00 € | 94 540,00 € | 96 610,00 € | 32 000,00 € | 48 202,00 € | 971 905,00 € | 68 033,35 € | 1 039 938,35 € | 831 950,68 € | 207 987,67 € | - € | 207 987,67 € | 1 039 938,35 € |
| UNIZD | 387 888,00 € | 141 110,00 € | 185 740,00 € | - € | 37 375,00 € | 752 113,00 € | 52 647,91 € | 804 760,91 € | 643 808,73 € | 160 957,18 € | - € | 160 957,18 € | 804 760,91 € |
| Total | 3 337 877,00 € | 739 350,00 € | 743 450,00 € | 194 421,00 € | 260 677,00 € | 5 275 775,00 € | 369 304,25 € | 5 645 079,25 € | 4 516 063,00 € | 1 129 016,25 € | - € | 1 129 016,25 € | 5 645 079,25 € |

Attachment 3: H2020 Grant Agreement and its annexes

Attachment 4: Budget Breakdown per Partner in accordance with H2020 Grant Agreement

Budget for the proposal (RIA-CSA)

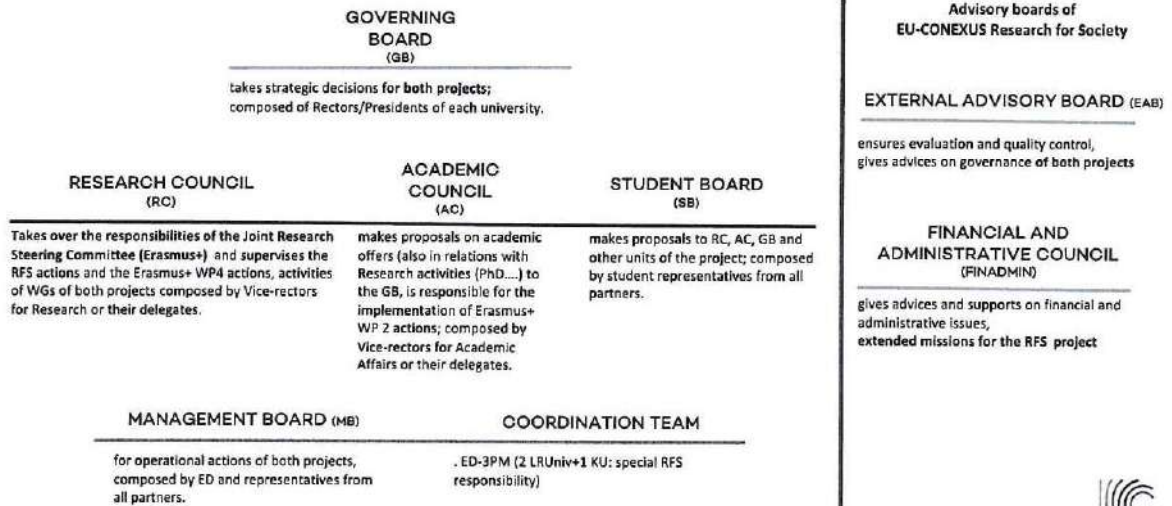
| No | Participant | Country | (A) Direct personnel costs | (B) Other direct costs | (C) Direct costs of subcontracting | (D) Direct costs of providing financial support to third parties | (E) Costs of in kind contributions NOT used on the beneficiary's premises (included in A and B) | (F) Indirect Costs (=0.25(A+B-E)) | (G) Special unit costs covering direct & indirect costs | (H) Total estimated eligible costs (=A+B+C+D+F+G) | (I) Reimbursement rate | (J) Max. EU contribution (=H*I) | (O) Requested EU contribution / € BENEFIICIARY & THIRD PARTIES |
|----------------|----------------------------------|---------|----------------------------|------------------------|------------------------------------|--|---|-----------------------------------|---|---|------------------------|---------------------------------|--|
| BE1 | Université de La Rochelle | FR | 204 100,00 | 59 700,00 | 0,00 | 0,00 | 0,00 | 65 950,00 | | 329 750,00 | 1,00 | 329 750,00 | |
| BE2 | Geonimiko Panepistimion Athinon | EL | 177 040,00 | 45 800,00 | 0,00 | 0,00 | 0,00 | 55 710,00 | | 278 550,00 | 1,00 | 278 550,00 | |
| BE3 | Itatea Tehnica de Constructii BU | RO | 137 638,00 | 67 930,00 | 0,00 | 0,00 | 0,00 | 51 392,00 | | 256 960,00 | 1,00 | 256 960,00 | |
| BE4 | Klaipedos Universitetas | LT | 331 060,00 | 65 540,00 | 0,00 | 0,00 | 0,00 | 99 150,00 | | 495 750,00 | 1,00 | 495 750,00 | |
| BE5 | eridad Catolica de Valencia Sar | ES | 213 660,00 | 73 280,00 | 0,00 | 0,00 | 0,00 | 71 735,00 | | 358 675,00 | 1,00 | 358 675,00 | |
| BE6 | Sveuciliste U Zadru | HR | 139 615,00 | 79 005,00 | 0,00 | 0,00 | 0,00 | 54 655,00 | | 273 275,00 | 1,00 | 273 275,00 | |
| Totals: | | | 1 203 113,00 | 391 255,00 | 0,00 | 0,00 | 0,00 | 398 592,00 | 0,00 | 1 992 960,00 | | 1 992 960,00 | 0,00 |

TOTAL FOR ALL BENEFIICIARIES PER WP

| BENEFIICIARIES | Management of the project | Innovation Agenda and positioning in the ERA | socially responsible management and development of | Research infrastructures and resources | Knowledge transfer & innovation | Open Science and citizenship involvement (OSCI) | Communication, dissemination and exploitation | Totals | Pct |
|---------------------------------|---------------------------|--|--|--|---------------------------------|---|---|---------------------|---------------|
| Université de La Rochelle | 49 800,00 | 69 350,00 | 44 550,00 | 29 775,00 | 55 575,00 | 49 000,00 | 31 700,00 | 329 750,00 | 16,5% |
| Geonimiko Panepistimion Athinon | 40 250,00 | 21 000,00 | 49 875,00 | 72 900,00 | 48 150,00 | 30 850,00 | 15 525,00 | 278 550,00 | 14,0% |
| Universitatea Tehnica de Const | 27 200,00 | 53 350,00 | 45 710,00 | 56 000,00 | 30 250,00 | 23 400,00 | 21 050,00 | 256 960,00 | 12,9% |
| Klaipedos Universitetas | 178 725,00 | 45 800,00 | 44 170,00 | 42 345,00 | 74 525,00 | 26 810,00 | 83 375,00 | 495 750,00 | 24,9% |
| Fundacion Universidad Catolica | 21 300,00 | 54 100,00 | 92 850,00 | 52 350,00 | 51 350,00 | 54 000,00 | 32 725,00 | 358 675,00 | 18,0% |
| Sveuciliste U Zadru | 57 100,00 | 25 975,00 | 58 975,00 | 22 225,00 | 31 975,00 | 59 950,00 | 17 075,00 | 273 275,00 | 13,7% |
| Totals: | 374 375,00 | 269 575,00 | 336 130,00 | 275 595,00 | 291 825,00 | 244 010,00 | 201 450,00 | 1 992 960,00 | 100,0% |
| Pct: | 18,8% | 13,5% | 16,8% | 13,8% | 14,6% | 12,2% | 10,1% | 100,0% | |

Attachment 5: Governance Scheme

Governance structure



Attachment 6: Accession Document

ACCESSION

of a new Party to

EU-CONEXUS Consortium Agreement, version [....., DD/MM/YYYY]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date]

UNIVERSITE DE LA ROCHELLE

hereby certifies that the Consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the Consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

The _____, La Rochelle

UNIVERSITE DE LA ROCHELLE Le Président
de La Rochelle Université

Signature(s)

Name(s)

Title(s)



Attachment 7: Background included

Background is defined as 'data, know-how or information (...) that is needed to implement the Action or exploit the results'. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Action. This is the purpose of this attachment.

LA ROCHELLE UNIVERSITE

As to La Rochelle University, it is agreed between the Parties that, to the best of their knowledge (please choose),

No data, know-how or information of La Rochelle University shall be Needed by another Party for implementation of the Action or Exploitation of that other Party's Results

This represents the status at the time of signature of this Consortium Agreement.

AGRICULTURAL UNIVERSITY OF ATHENS,

As to **AGRICULTURAL UNIVERSITY OF ATHENS**, it is agreed between the Parties that, to the best of their knowledge (please choose)

Option 1: The following background is hereby identified and agreed upon for the Action
Specific limitations and/or conditions, shall be as mentioned hereunder:

| Describe Background | Specific limitations and/or conditions for implementation | Specific limitations and/or conditions for Exploitation |
|---------------------|---|---|
| | | |
| | | |

Option 2: No data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Action or Exploitation of that other Party's Results

This represents the status at the time of signature of this Consortium Agreement.

UNIVERSTATEA TEHNICA DE CONSTRUCTII BUCURESTI

As to the Technical University for Construction Bucharest, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of Technical University for Construction Bucharest shall be Needed by another Party for implementation of the Action or Exploitation of that other Party's Results

This represents the status at the time of signature of this Consortium Agreement.

KLAIPEDOS UNIVERSITETAS

As to Klaipeda University, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of Klaipeda University shall be Needed by another Party for implementation of the Action or Exploitation of that other Party's Results

This represents the status at the time of signature of this Consortium Agreement.

FUNDACION UNIVERSIDAD CATOLICA DE VALENCIA SAN VICENTE MARTIR

As to the Catholic University of Valence, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of the Catholic University of Valence shall be Needed by another Party for implementation of the Action or Exploitation of that other Party's Results

This represents the status at the time of signature of this Consortium Agreement.

SVEUCILISTE U ZADRU

As to the University of Zadar, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of the University of Zadar shall be Needed by another Party for implementation of the Action or Exploitation of that other Party's Results

This represents the status at the time of signature of this Consortium Agreement.

Attachment 8: Administrative and Bank Data

| Beneficiary Name and its address | Name of the bank of the beneficiary and its address | Bank data: Account number or IBAN BIC Code or SWIFT |
|---|--|---|
| UNIVERSITE DE LA ROCHELLE, Agent comptable 23 avenue Albert Einstein, BP 33060, 17031 La Rochelle | TRESOR PUBLIC, DDFIP-Charente-Maritime, 14 rue Réaumur, 17021 La Rochelle cedex 1 | IBAN: FR7610071170000000100212711 |
| AGRICULTURAL UNIVERSITY OF ATHENS | National Bank of Greece, 86 Aeolou Str. 10559 Athens, Greece | IBAN: GR0601100400000004001746298 Swift (BIC): ETHNGRAA |
| UNIVERSTATEA TEHNICA DE CONSTRUCTII BUCURESTI | BANCA COMERCIALA ROMANA – AGENTIA SECTOR 2 ADRESA CALEA VICTORIE NR.15 SECTOR 3 BUCURESTI | IBAN: RO03RNCB0073005630380155 Swift: RNCBROBU |
| KLAIPEDOS UNIVERSITETAS Herkaus Manto str. 84, 92294 Klaipeda, Lithuania | AB Swedbank Konstitucijos pr. 20 A, Vilnius, Lithuania 03502 | IBAN: LT 79 7300 0101 3162 1135 BIC: HABALT22 |
| FUNDACION UNIVERSIDAD CATOLICA DE VALENCIA SAN VICENTE MARTIR | La CaixaBank C/Armando Palacio Valdes, 10 46001 Valencia Spain | IBAN: ES66 2100 2940 1802 0010 2575 SWIFT / BIC: CAIXESBBXXX |
| SVEUCILISTE U ZADRU Mihovila Pavlinovica 1 23000 Zadar Croatia | OTP banka d. d. Domovinskog rata 3 23000 Zadar Croatia | IBAN: HR1124070001100609482 BIC: OTPVHR2X |