

CONSEIL D'ADMINISTRATION DE L'UNIVERSITÉ DE TOURS
Séance du 14 octobre 2024**DÉLIBÉRATION n°2024-110**

Le conseil d'administration s'est réuni le lundi 14 octobre 2024 en séance plénière, sur convocation du Président de l'université, adressée le vendredi 4 octobre 2024.

Point de l'ordre du jour :

5.1. Accord de consortium dans le cadre du projet NEOLAIa

.....

Vu le code de l'éducation,

Vu les statuts de l'université de Tours,

Vu la décision du 17 septembre 2024 du Governing Board de NEOLAIa,

Exposé de la décision :

Dans le cadre du projet NEOLAIa, le conseil d'administration doit approuver l'accord de consortium qui fixe les modalités de collaboration entre les parties au sein du projet.

Proposition de décision soumise au conseil :

- approbation de l'accord de consortium NEOLAIa.

Après en avoir délibéré, le conseil d'administration approuve la présente décision, comme suit :

Nombre de membres constituant le conseil : 36	DÉCOMPTE DE VOIX
Nombre de membres en exercice : 35	Abstentions : 0
Quorum : 18	Votants : 28
Membres présents : 18	Blanc(s) ou nul(s) : 0
Membres représentés : 10	Votes exprimés : 28
Total des membres présents et représentés : 28	Majorité requise : 15
	Pour : 28
	Contre : 0

Pièces jointes :

- décision du Governing Board et accord de consortium.

Fait à Tours,

Le Président de l'université

Arnaud GIACOMETTI

Consortium Agreement



TRANSFORMING REGIONS FOR AN INCLUSIVE EUROPE



Version [7.0] – [08/07/2024]

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1.2, December 2022)

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Change Record

Version	Date	Changes
Version 1	December 2023	Initial draft
Version 2	March 2024	Corrections and amendments by the bodies and the CA committee
Version 3	April 2024	Corrections and amendments by the bodies and the CA committee
Version 4	April 2024	Corrections and amendments by the bodies and the CA committee
Version 5	May 2024	Corrections and amendments by SC
Version 6	June 2024	Minor corrections by GB
Version 7	July 2024	Minor corrections by UNIC

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), on the European Commission’s General Model Grant Agreement and its Annexes, and is made on June 30, 2024, hereinafter referred to as the Effective Date, on the European Universities Call, 2023 and on the NEOLAIa Project Proposal for the EUI Call, 2023.

BETWEEN:

ÖREBRO UNIVERSITET

UNIVERSIDAD DE JAÉN

UNIVERSITÄT BIELEFELD

UNIVERSITÁ DEGLI STUDI DI SALERNO

UNIVERSITY OF NICOSIA

OSTRAVSKA UNIVERZITA

UNIVERSITATEA STEFAN CEL MARE SUCEAVA

UNIVERSITÉ DE TOURS

SIAULIAI STATE UNIVERSITY OF APPLIED SCIENCES

hereinafter referred to as the “Parties” of the

[NEOLAIa, TRANSFORMING REGIONS FOR AN INCLUSIVE EUROPE]

in short

[NEOLAIa]

hereinafter referred to as “Alliance”

WHEREAS:

The parties have been working since 2019 towards the establishment of an effective Alliance within the framework of the European Universities Initiative and have jointly participated in the Call for Applications of the European Universities Initiative in 2023 with the Project entitled “Transforming Regions for an Inclusive Europe”(hereinafter referred as “The Project”). The initial Project reference is 10112479 co-funded by the Erasmus+ Programme (Call ERASMUS-EDU-2023-EUR-UNIV). The Alliance intends to apply for subsequent projects in similar calls.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement which was signed by the Parties and the Granting Authority within the European Universities Initiative Call (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the European Universities Calls and Regulations Grant Agreement including its Annexes.

1.2 Additional Definitions

“Alliance Body”

Alliance Body means any management structure described in Section 6 (Governance Structure) of this Consortium Agreement.

“Governing Body”

Governing Body corresponds to all the Alliance bodies included in Section 6 (Governance Structure) except the Alliance Presidency and the Coordinator.

“Rectors”

Rectors, Vice-Chancellors, Presidents or Directors. It corresponds to the maximum academic authority within the member institution.

“Alliance Plan”

Alliance Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the respective Governing Bodies.

“Project Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the Governing Board has declared to be in breach of this Consortium Agreement and/or the Project Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

2 Purpose

The purpose of this Consortium Agreement is to specify with respect to the Alliance and the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Alliance and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

3 Entry into force, duration, modifications 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 have effect from the Effective Date identified at the beginning of this Consortium Agreement.

3.2 Duration and termination

Duration: The Consortium Agreement shall continue for a period of 4 years unless terminated earlier in accordance with the Termination Clause.

Upon the expiration of the initial term, this Agreement shall automatically renew for successive periods of 4 years each, unless either Alliance member provides written notice of its intent not to renew at least 90 days prior to the expiration of the current term. If the Consortium Agreement is not renewed by one or several Alliance member(s), it will continue in full force until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

Furthermore, 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 Agreement is not signed by the Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement 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 Alliance incurred prior to the date of termination, unless otherwise agreed between the governing body and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

3.4 Parties entering or leaving the Alliance/Project

Any party may leave the Alliance provided that it gives notice at least 6 months prior to the effective date of its exit. The conditions for leaving the Alliance must be approved by the Steering Committee as set out in section 6.2.7. The leaving of the Alliance is not exempt from the fulfilment of the pending obligations (especially those obligations originating from breaching procedures). Leaving parties will keep the documentation related to the Alliance and Project for a period not shorter than 5 years after final payment from the Granting Authority.

New candidates may apply for access to the Alliance and the corresponding projects. The conditions of access must be negotiated by the candidate and the AP and approved by a majority vote (at least $\frac{2}{3}$ of the votes cast) of the Steering Committee (6.2.7) and confirmed by the GB. As a general principle, the accession of new members should not harm the interests of pre-existing members. An entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Alliance Presidency. Such accession shall have effect from the date identified in the accession document.

4 Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient functioning of the Alliance and the effective implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement 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 the Granting Authority and the other Parties, in accordance with the governance structure of the Alliance, of 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 Alliance Presidency or Project Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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 the Steering Committee identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Alliance Presidency or, if the Alliance Presidency is in breach of its obligations, the Party appointed by the Governing Board will give formal notice to the breaching party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Governing Board, upon proposal by the Steering Committee, may determine 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 or other Participants) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such a Party 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 Agreement.

4.4 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place. For particular projects, a Data Management Plan should be implemented and it will follow the general principle of data sharing among members provided that this data is a product of the Project or Alliance work. This data sharing will be carried out in a manner that is consistent with university policies, applicable laws, and ethical guidelines. Data intended for sharing beyond the immediate WP team must be anonymized or de-identified to protect the confidentiality of subjects and proprietary interests. Already published data can be used by any Alliance member for dissemination and operational purposes.

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, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

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.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total budget of the Project as identified in Annex 2 of the Grant Agreement. It is recommended that all parties take out liability or property insurance to cover the budget allocated to the party within the respective project(s).

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or gross negligence or to the extent that such limitation is not permitted by law.

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 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 governing body of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Governing Board upon proposal of the Steering Committee.

6 Governance structure

6.1 General structure

6.1.1. The organizational structure of the Alliance shall comprise the following Alliance Bodies (Figure 1):

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

- **The Alliance Presidency (AP).** The AP is the legal entity/university that will be in charge of chairing the Governing Board (GB) and the Steering Committee (SC) and will be responsible for the general administration and coordination of the Alliance in the terms described in this Consortium Agreement. The Rector whose university is holding the AP will be considered as

the Alliance President. There will be an Alliance Vice-Presidency which will be appointed by the GB and that will be held by the next rotatory Presidency. The AP will present strategic decisions and supporting materials to the GB and SC for their consideration. The AP will keep the address list of Members and other contact persons updated and available. The GB shall elect the AP from among the member institutions of the Alliance. The initial AP will be in office until June 30th 2026, with the subsequent election due by that date. The Alliance Presidency term will be for periods of 3 years.

- **The Coordinator** chairs the Executive Committee (EC) and is the legal entity/university acting as the intermediary between the Project and the Granting Authority (see also 6.3). The Coordinator will be responsible for requesting and reviewing documents requested by the European Commission, in particular during the reporting periods, and for providing templates and guidelines to ensure a professional editing of these documents. The coordinator will ensure the correct development of the Project tasks and the fulfilment of the Project outcomes and deliverables, supported by the Overall Project Manager (OPM) and the NEOLAiA Project operational structure. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. The Coordinator of subsequent projects will be pre-appointed by the GB at least 18 months before the end of the project in force. The new Coordinator will remain as such during the whole new Project Implementation as described in the data sheet of the new Grant Agreement.
- **The Governing Board (GB).** It is chaired by the AP. The vice-chair, which will also be the Alliance Vice-President, will be elected among the GB members. The GB is composed of the member institutions' Rectors. The GB will be in charge of the overall strategic decision making of the Alliance. The GB will approve the CA and other strategic documents for the Alliance. The GB will meet at least twice a year in meetings that may be matched with the corresponding SC meetings. The GB will be supported by the OPM and may invite during its sessions other non-voting, counselling/support staff.
- **The Steering Committee (SC).** It is chaired by the AP. The vice-chair will be elected among the SC members. It is composed of the Alliance Vice-Rectors or Vice-Presidents with competences in the area of Internationalization and/or International Relations. There will be one voting member per institution. The SC will meet at least once every month (except during summer vacation period). The SC will agree on final decisions regarding budget management and reporting and will submit strategic decisions on Alliance composition, defaulting and breach management to the GB and the Granting Authority (see 6.2.7). The SC will be informed by the Executive Committee at least once every year on governance, quality assurance and risk management. The SC will approve the Sustainability and Financial Plan and will carry out a yearly monitoring on financial sustainability. The SC will also agree on the final selection of the D&I Officer and the other Key Pillar Officers. The OPM will report to the SC. Other counselling/support staff may also participate in the SC meetings with no voting rights. The SC committee may have joint sessions with the EC. The External Advisory Board will be invited once a year to SC meetings. In the case of joint SC-EC meetings, the AP will chair the joint session and the coordinator will act as the vice-chair.
- **The Executive Committee (EC).** It is chaired by the Coordinator of the Project in force. The vice-chair will be elected among the EC members of other partner universities aside from the project coordinator institution. The EC is composed by the WPLs and by the NEOLAiA local coordinators, with 2 voting members per Institution. The EC will perform monthly meetings (except during summer vacation period) and it will be in charge of the operational management of the Project and of the WP coordination among members. It will coordinate the discussion and approval of the Project Work Plan (tasks, deliverables and milestones). It will carry out the daily

quality management and control and will submit a yearly report on project progress to the SC. The EC will have other competences such as writing the Impact Evaluation Report, approving WPs budget modifications higher than 3% and the resource allocation principles approval. The EC will be supported by the OPM and can invite other non-voting advisory/supporting staff to its meetings. EC and SC may hold joint sessions.

- **The External Advisory Board (EAB).** Chaired by an EAB elected member, the EAB will include a minimum of one representative from each partner region representing socio-economic agents, public or private entities or local authorities. Additionally, it will include 2 university staff, academics or students from universities being members of European University Alliances other than NEOLAiA, 2 university staff, academics or students from NEOLAiA non-EU university associate partners, and 2 university staff, academics or students from universities outside of the European continent. These 6 representatives are expected to provide external perspectives to the EAB. Furthermore, the NEOLAiA original advisory board members will be native members of the EAB if they wish. The members of the EAB will be appointed by the SC upon proposal by the partners. The Alliance Presidency and the Coordinator will support the activities carried out by the EAB. The EAB will meet at least twice a year and will submit an annual evaluation report on the Project evolution to the SC, including an audit compliance with objectives of the EHEA and recommendations to the SC on impact and relevance of the NEOLAiA Alliance and Project on the respective regional societies. A non Disclosure Agreement should be signed by the EAB members on data and information protection regarding the Alliance and Project.
- **The Staff, Researchers and Teachers Advisory Board (SRTAB).** The chair will be elected by the SRTAB members. This board will be made up of one staff member and 2 researchers/faculty appointed by the SC upon proposal of the partners. One of the members may be a WP delegate. The SRTAB will provide advice on staff, researchers and teachers participation in the Project and Alliance and will provide input and feedback to SC; it will also provide support in revising the Sustainability and Financial Plan. The SRTAB will meet at the beginning of each academic semester.
- **The Students Advisory Group (SAG).** The chair will be elected by the SAG voting members. This board will be composed of 2 students per NEOLAiA member institution. The members are appointed by the corresponding member institutions. Each institution will determine the appointing procedure for the corresponding SAG members. The SAG will meet quarterly and will provide advice on student participation in the NEOLAiA Alliance and Project. It will provide bottom-up advice from students on their specific needs and concerns. The SAG will coordinate, together with the EC, the NEOLAiA academic and extra-academic activities for students. These activities will be implemented in collaboration with the student Network, if applicable.

6.1.2. Overall rules applicable to all the aforementioned governing bodies:

- The same person will not be a voting member in two or more different governing bodies.
- For the election of the respective governing bodies vice-chairs, preferential consideration may be given to members who aim to apply for subsequent chairing positions.
- For bodies whose duration is subject to rotatory terms (Alliance Presidency & Coordinator), an additional, second and last term might be implemented upon approval of the GB.
- Changes in the composition of the bodies should be informed by the member institution proposing the change directly to the secretary/chair of the affected governing body. The secretary or chair will be in charge of sharing this information with the rest of the members in

the body and with the NEOLAIa local coordinators. The new body composition will be uploaded to the common data sharing platforms (e.g. Monitoring Tables).

- Neither the Alliance Presidency nor the Coordinator shall be entitled to act or to make legally binding statements on behalf of any other Party or of the Alliance, unless explicitly stated otherwise in the Grant Agreement or in this Consortium Agreement.
- Each body can discuss, propose and approve internal rules or regulations governing the specific operational procedures and daily functioning of the body.
- All governing bodies will take into consideration participation of women and representation of minorities, following the general principles included in the NEOLAIa's diversity and inclusion strategy and policies.

6.1.3. Other agents in the NEOLAIa structure

In addition to the governing bodies, other single-member components exist within the structure: the Overall Project Manager (OPM), the Local coordinators (LC), the Work Package Leaders (WPLs), the Task Coordinators (TCs) and the Work Package Delegates (WPDels) and the Task Force Members (TFMs).

- **Overall Project Manager (OPM).** The OPM is appointed by the Steering Committee upon proposal of the AP. The OPM will report directly to the SC and will have continuous contact with the AP on daily Alliance management issues. The OPM will be responsible for the overall management of the Project, including the overview and timely execution of all WPs. The OPM will support the AP, the Coordinator, the Steering Committee, the Executive Committee and the Governing Board. The OPM will be also in charge of elaborating monitoring Project Instruments and Key Performance Indicators Scorecards. Together with the Coordinator, the OPM will be in charge of the correct application of Lean and Agile methodologies. OPM will also assist AP and Coordinator in Conflict Resolution and will create and update the Risk Management Plan.
- **NEOLAIa Local Coordinators (LCs).** The LCs will be the NEOLAIa local overall coordinators for each institution. LCs will coordinate and communicate with the AP, the Coordinator and the Work Package Leaders (WPLs) and will also be supported by the OPM. LCs are native members of the EC together with the WPLs. Each university member will decide the term and selection system for their respective local coordinators.
- **Work Package Leaders (WPLs).** WPLs are listed in the Project proposal and in the ongoing valid Grant Agreement. Ulterior changes in WPLs should be communicated by the corresponding member institution to the EC chair and included in the updated section of the Monitoring Table. WPLs will have the responsibility of assuring the quality and timeliness of the WP activities according to the overall project work plan and monitoring instruments. Each WPL will also be responsible for ensuring the successful execution of their WP throughout the whole Alliance and the successful completion of its deliverables. The work plan will be discussed and adjusted (when needed) during Executive Committee (EC) meetings including all WPLs and local coordinators.
- **Task Coordinators (TCs).** Task leaders are responsible for the correct execution of a particular task in the whole Alliance. TCs will report directly to the WPL and will work in close collaboration with the Work Package Delegates and Local Coordinators in the member institutions.
- **WPDlegates (WPDs).** WPDs are chosen by the respective member institutions and will directly report to the WPLs and their local coordinators. WPDs will have the responsibility of assuring the quality and timeliness of each given WP activities in each institution according to the overall project work plan and monitoring instruments.

- **Task Force members (TFMs).** Every task may have a number of task force members that will report to the WP Delegate. TFMs will carry out the operational duties corresponding to the appropriate implementation of tasks at each member institution.

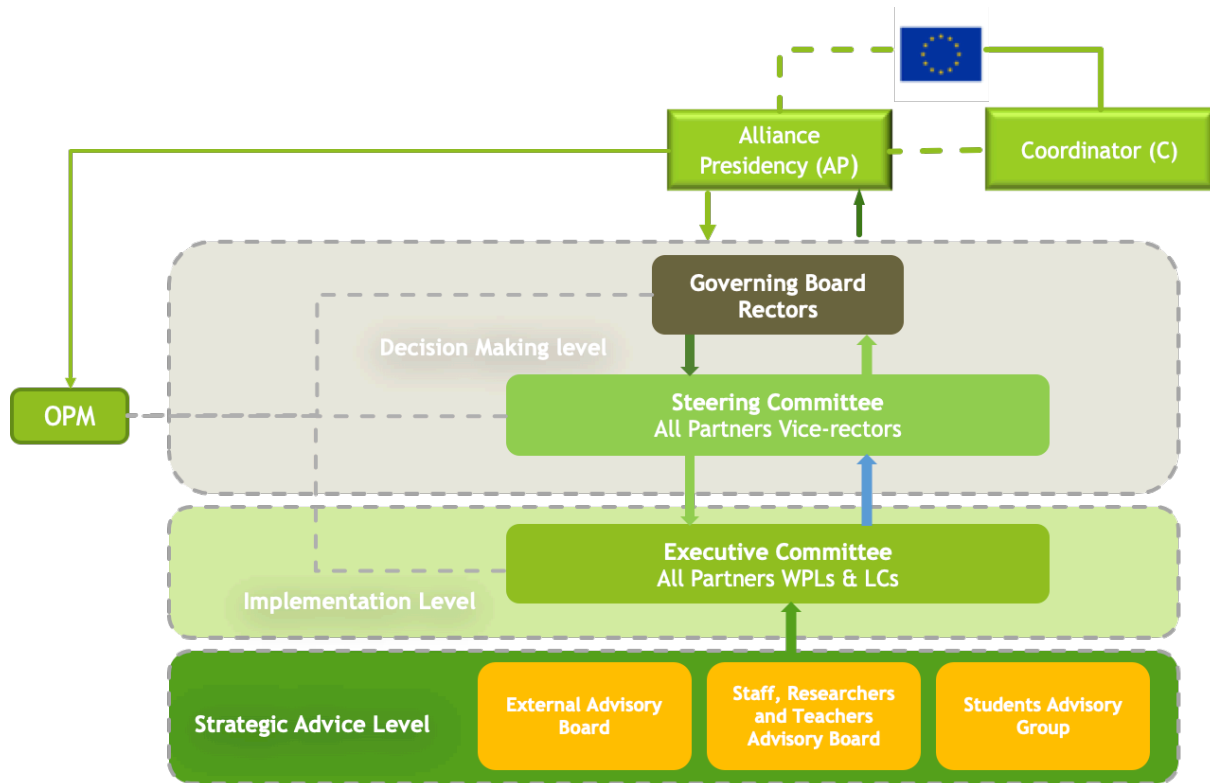


Figure 1. NEOLAIa structure

6.2 Operational procedures for the Governing Bodies

6.2.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting. The corresponding governing body chair should be informed about the substitute name before the 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 and modalities:

The chairperson, who may be assisted by a secretary, shall convene ordinary meetings of the governing body and shall also convene extraordinary meetings at any time upon written request of any Member. The governing body meeting can be carried out fully online, fully onsite or through hybrid methods, i.e., using remote means of communication together with onsite interaction. The meeting modality should be specified in the notice of a meeting and in its corresponding agenda.

6.2.2.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and no later than 7 calendar days preceding an extraordinary meeting.

6.2.2.3 Sending the agenda:

The chairperson shall prepare and send each Member an agenda no later than 7 calendar days preceding the meeting, and no later than 7 calendar days before an extraordinary meeting.

6.2.2.4 Adding agenda items:

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

Any Member may add an item to the original agenda by written notice to all of the other voting Members no later than 4 calendar days preceding the meeting and no later than 2 days preceding an extraordinary meeting.

6.2.2.5

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

6.2.2.6

Meetings of the governing body may also be held by tele- or videoconference or other telecommunication means.

6.2.2.7

Decisions will only be binding once the corresponding part of the minutes has been accepted according to Section 6.2.6.2. However, for decisions with immediate effects (for example approval of deliverables by the EC and the SC), the decision can be immediately considered in force upon communication to the corresponding affected party such as the WPL and Coordinator.

6.2.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the chair circulates to all Members of the governing body a suggested decision with a deadline for responses of at least 5 calendar days after receipt by a Party and
- b) the decision is agreed if approved by at least two-thirds ($\frac{2}{3}$) of the Parties.

The chair shall inform all the Members of the outcome of the vote.

A veto according to Section 6.2.5 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the AP sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.2.4 Voting rules and quorum

6.2.4.1

The governing body shall not deliberate and decide validly in meetings unless at least two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the governing body shall convene another ordinary meeting within 15 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.

6.2.4.2

Each board member present or represented in the meeting shall have one vote.

6.2.4.3

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

6.2.4.4

Decisions shall be taken by a majority of at least two-thirds (2/3) of the votes cast. For elections for positions in Alliance bodies, if a candidate does not obtain at least 2/3 of the votes in the first ballot, a second ballot shall be held with the two most voted candidates. The candidate who obtains a simple majority in this second ballot shall be elected.

6.2.4.5

Closed voting can be put into place upon request of at least 2 voting members. In such a case, digital or paper-based procedures may be used.

6.2.5 Opting out decisions

Should a party choose not to comply with a specific decision made within the Governing Board or the Steering Committee, the party must submit a formal dissent notice to the corresponding body (GB or SC) within thirty (30) days of the decision's entry into force. This dissent notice should clearly outline the reasons for non-compliance and propose alternative solutions or actions. This dissent will then be reviewed at the next scheduled body meeting, where the dissenting university will be given the opportunity to present its case. Following this, the body will decide on the matter, taking into consideration the dissenting university's stance and the overall impact on the Alliance's and or Project objectives.

6.2.6 Veto rights

6.2.6.1

A Party 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 governing body may exercise a veto with respect to the corresponding decision or relevant part of the decision. In case any member of the alliance exercises their right to veto, the referred party must submit a non-binding

consultative request to the Governing Board. The GB shall then determine its position with respect to the exercise of the veto right before any dispute resolution procedure is initiated.

6.2.6.2

When the decision is included in the agenda, a Party may only veto such a decision during the meeting.

6.2.6.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such a decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

6.2.6.4

When a decision has been taken without a meeting, a Party may veto such a decision within 7 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

6.2.6.5

In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

6.2.6.6

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 such decisions.

6.2.6.7

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

6.2.7 Minutes of meetings

6.2.7.1

The chairperson shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

6.2.7.2

The minutes shall be considered as accepted if, within 10 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

6.2.7.3

The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall retain copies of them.

6.2.8 Further specifications on Decisions of the SC

The SC, supported by the AP, the Coordinator, the EC and the OPM shall formulate proposals and take decisions in accordance with the procedures set out herein. These decisions will have to be confirmed by the GB.

The following decisions shall be taken by the SC:

- Content, finances and intellectual property rights
 - Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
 - Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Evolution of the Alliance
 - Entry of a new Party to the Alliance/Project and approval of the settlement on the conditions of the accession of such a new Party
 - Withdrawal of a Party from the Alliance/Project and the approval of the settlement on the conditions of the withdrawal
 - Proposal to the GB and Granting Authority for a change of the Coordinator
 - Proposal to the Granting Authority for suspension of all or part of the Project
 - Proposal to the GB and Granting Authority for termination of the Project and the Consortium Agreement

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- 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
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 7.1.4)

Appointments

On the basis of the Grant Agreement, the appointment, if necessary, of:

- External Expert Advisory Board Members

In the case of abolished tasks as a result of a decision of the respective governing body, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.3 Further considerations on the role of the Coordinator

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

6.3.1

In particular, the Coordinator shall be responsible for:

- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority
- preparing the EC meetings, proposing decisions and preparing the agenda of the EC meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- 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

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 Agreement to the Granting Authority in time.

6.3.2

If the Coordinator fails in its coordination tasks, the SC may propose to the GB and Granting Authority to change the Coordinator.

6.3.3

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

6.3.4

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

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Granting Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan (Lump-sum shares for Work packages and distribution between Parties are fixed and they are paid by the Granting Authority after the full completion of the respective Work package or, at the balance payment, after partial payment of non-completed Work Packages).
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

A Party shall be funded only if their tasks are carried out in accordance with the Grant Agreement.

7.1.2 Justifying Costs

Considering the form of the grant, no cost reporting will be required. Before the end of the reporting periods, the Executive Committee will have to declare which activities have been completed. The Quality Monitoring Plan and the Quarterly Indicator Updates will serve as follow-ups to monitor and control the degree of tasks execution.

The Parties are compelled to use a periodic internal financial monitoring as a compilation of the expenditures for the period and in order to track expenditure and to be able to report spendings before the end of the pre-financing terms. The main objective is the assurance of the accomplishment of the 70% expenditure of the pre-financing and subsequent execution as it is stated in the GA.

The Parties must keep records and other supporting documents to prove the proper implementation of the tasks (proper implementation of the work and/or achievement of the results and deliveries as described in Annex 1) in line with the accepted standards in the respective field (if any).

7.1.3 Funding Principles

In accordance with Article 5.1 of the Grant Agreement, the estimated lump sum breakdown does not prescribe how the EU contribution is to be used by the Parties. The Funding Authority commits to pay if the action is implemented to its satisfaction, regardless of the costs actually incurred and has the right to reduce the grant amount if it finds substantial errors, irregularities, fraud or serious breach of obligations. The Coordinator undertakes to distribute the funds on behalf of the Consortium and in accordance with the Grant Agreement and its Annex I.

If a work package cannot be completed for technical or organizational reasons, an amendment should be proposed to make it feasible. Before a work package is rejected as incomplete, the WPL will be invited to respond to the observations of the Executive Committee. If the rejection is upheld the lump sum share concerned will not be paid at that point in time. The work package will have to be completed later and declared at the end of the subsequent reporting period.

If the cause of non-compliance is caused by specific tasks within the WP that are coordinated by an institution other than that of the WPL, the task coordinator involved will be liable to the rest of the Alliance for a value equivalent to the budget that the defaulting task coordinator holds in the affected WP.

If a work package is incomplete at the end of the Project, the lump sum is paid partially in line with the degree of completion. This amount is determined after a contradictory procedure between the coordinator and the relevant member.

As a consequence, the Coordinator shall only transfer to the concerned Parties the amount pertaining to their share of the grant without undue delay after having itself received such amount(s) from the Granting Authority, being recalled that:

Interim payments made by the Funding Authority may only include lump sums for Work Packages that have been fully completed and accepted by the Granting Authority; and

The payment of the balance (i.e. final payment) made by the Granting Authority may exceptionally include payment of proportional shares of lump sums for partially completed Work packages.

Should such payment of the balance include payment of proportional shares of lump sums for partially completed Work packages, this payment will be distributed among the Parties involved in the considered Work package(s), proportionally to their performance and actual contribution.

7.1.4 Excess payments

A Party has received excess payment if the payment received from the Coordinator exceeds the amount declared.

In case a Party has received excess payment, the Party has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible. The SC decides on any legal actions to be taken against the breaching Party.

7.1.5 Revenue

In case a Party earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such revenue. The other Parties' financial share of the budget shall not be affected by one Party's revenue. In case the relevant revenue is more than the allocated share of the Party as set out in the Consortium 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 to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, 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 the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The SC will be in charge of establishing a procedure regarding additional costs which are not covered by the Defaulting Party.

7.2 Payments

7.2.1 Payments to Parties are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

With reference to Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount, subtracting the amount corresponding to the final payment.

7.2.2 Payment procedure

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Parties will be handled in accordance with Article 22.1 of the Grant Agreement and following the provisions of point 7.1.3 Funding Principles of this Consortium Agreement.

All payments shall be regarded as instalments pending explicit approval by the Granting Authority of the final report and pending the quality of the results of the project.

The Coordinator is entitled to withhold any payments due to a Party identified by the SC to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Party which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

7.2.3 Supporting documents

The Parties commit themselves to deliver in time to the Coordinator all the necessary information and support documents or evidence concerning the activities implemented. In addition, parties shall submit all the documents required for the analysis of the information received as for the preparation of the reports in compliance with the Grant Agreement. Alliance members commit themselves to keep and make available any documentation that might be requested by the Coordinator and/or the Granting Authority for a period of 5 years after the final payment of the EU grant.

The Parties shall provide the Coordinator with any information that the latter may request concerning the implementation of the Consortium Plan covered by this contract.

The Parties shall make available to the Coordinator any document that allows checking that the aforementioned Consortium Plan is being or has been implemented.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16 and its Annex 5, Section Ownership of results, with the following additions:

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).
- 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: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the SC.

8.3.4

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 at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

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

8.4 Dissemination

8.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties, including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned academic or research publication shall be given to the other Parties at least 45 calendar days before the submission. Any objection to the planned publication shall be made in

accordance with the Grant Agreement by written notice to the AP 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.

8.4.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party

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

8.4.2.3

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.

8.4.2.4

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, provided that the objections of the objecting Party have been addressed.

8.4.3 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 published.

8.4.4 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

9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project 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 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties, should the other parties agree. However, approval of the SC is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Consortium 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

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7

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 Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

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.

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

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions.

9.4.3

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

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control".

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control [listed in Attachment 4]. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

9.6 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.

9.7 Access Rights for Parties entering or leaving the alliance

9.7.1 New Parties entering the alliance

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.

9.7.2 Parties leaving the alliance

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 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 the AP to terminate its participation in the alliance.

9.7.2.1.2 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.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software and databases

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

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

10 Non-disclosure of information

10.1

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 Project 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

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:

- 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 Recipient 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 complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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 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 disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- 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.

10.5

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

10.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7

If any Recipient 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.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, 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.

11.2 Representation, partnership and potential development of future legal personality forms

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.

However, the Alliance may implement in the future joint legal personality options available at the European level. In particular, use may be made of legal transnational governance instruments such as the European Groupings of Territorial Cooperation (EGTCs) or other transnational legal entities that help integrate processes and resources in European university alliances. The implementation of such legal status options will require the setting of a new agreement that will be in accordance with the European regulations governing the chosen legal formula.

11.3 Formal and written notices

Any notice to be given under this Consortium Agreement shall be addressed to the recipients as listed in the most current address list kept by the AP.

Any change of persons or contact details shall be immediately communicated to the AP by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) 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 with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4 Assignment and amendments

Except as set out in Section 8.3, 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 require to be approved by all the members in the GB, giving rise to a separate addenda to the CA to be signed between all Parties.

11.5 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.

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

Whenever a dispute arises and cannot be solved by the ordinary decision-making mechanisms, the following procedures should occur:

(1) Each partner immediately reports in writing both to his WP Leader (WPL), the OPM and Coordinator any risk situations that may conflict with the project objectives;

(2) The involved WPL and the OPM shall assess the conflict's impact on the work progress within the concerned WP, as well as on other WPs;

(3) The WPL shall then try to resolve the conflict with the WP members;

(4) If no consensus can be found or if the conflict affects several WPs, the issue shall be deliberated on during an extraordinary session of the EC after proposal of the incumbent WPLs and/or the OPM;

(5) In case the dispute cannot be solved by the EC within a 30 days period, the issue will be scaled up to the SC which will deliberate on an alternative extraordinary session.

(6) In case the dispute cannot be solved by the SC, the issue will be managed by mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon.

(7) 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, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration. The following criteria for arbitration shall be met to ensure a fair and legally grounded resolution:

1. Composition of the Arbitral Tribunal: The arbitral tribunal shall consist of three arbitrators. The chairman of the arbitral tribunal, who must be a legal expert qualified to hold the position of a judge, shall be appointed by mutual agreement between the parties concerned. Each of the parties shall appoint one of the other two arbitrators to ensure balanced representation and impartiality in the arbitration process.

2. Decision-Making Basis: The arbitral tribunal will reach decisions based on substantive law. It shall not rely solely on its reasonably exercised discretion. This approach ensures that the decisions are grounded in legal principles and are consistent with the established laws relevant to the case.

3. Arbitral Award Requirements: The arbitral award shall be issued in writing and include a justified reasoning that clearly outlines the basis for the tribunal's decision. The reasoning must explicitly state the supporting legislation, thus allowing for transparency and traceability of the legal interpretation and application.

This arbitration procedure is designed to provide a structured and equitable mechanism for resolving disputes, ensuring both parties receive a fair hearing and a resolution that is consistent with the principles of justice and applicable laws.

12 Signatures

AS WITNESS:

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

ÖREBRO UNIVERSITET (ORU)

Signature(s)

Name(s)

Title(s)

Date

UNIVERSIDAD DE JAÉN (UJA)

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITÄT BIELEFELD (UNIBI)

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITÀ DEGLI STUDI DI SALERNO (UNISA)

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITY OF NICOSIA (UNIC)

Signature(s)

Name(s)

Title(s)

Date

OSTRAVSKA UNIVERZITA (OU)

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITATEA STEFAN CEL MARE SUCEAVA (USV)

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITÉ DE TOURS (UT)

Signature(s)

Name(s)

Title(s)

Date

SIAULIAI STATE UNIVERSITY OF APPLIED SCIENCES (SVK)

Signature(s)

Name(s)

Title(s)

Date

Attachment 1: Background access rights

According to the Grant Agreement (Article 16) 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 Project. This is the purpose of this attachment.

[Option 1 start]

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

PARTY 1

As to **ÖREBRO UNIVERSITET (ORU)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of ORU is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

PARTY 2

As to **UNIVERSIDAD DE JAÉN (UJA)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UJA is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or

Exploitation of that other Party's Results (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

PARTY 3

As to **UNIVERSITÄT BIELEFELD (UNIBI)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UNIBI is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

PARTY 4

As to **UNIVERSITÀ DEGLI STUDI DI SALERNO (UNISA)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UNISA is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

PARTY 5

As to **UNIVERSITY OF NICOSIA (UNIC)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UNIC is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

PARTY 6

As to **OSTRAVSKA UNIVERZITA (OU)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of Örebro Universitet is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

PARTY 7

As to **UNIVERSITATEA STEFAN CEL MARE SUCEAVA (USV)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of USV is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

PARTY 8

As to **UNIVERSITÉ DE TOURS (UT)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of UT is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

PARTY 9

As to **SIAULIAI STATE UNIVERSITY OF APPLIED SCIENCES (SVK)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of SVK is needed by another Party for implementation of the Project (Article 16 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

[Option 2 end]

Attachment 2: Accession document

ACCESSION

of a new Party to

NEOLAiA Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY]

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

[OFFICIAL NAME OF THE RECTOR/PRESIDENT]

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)

[Date and Place]

[INSERT NAME OF THE ALLIANCE PRESIDENCY]

Signature(s)

Name(s)

Title(s)