



**CONSORTIUM AGREEMENT
BETWEEN
CCMIJU, VIRAL STUDIOS, CUNI,
DSRT-SU AND ESS-IPP**

BETWEEN:

FUNDACIÓN CENTRO DE CIRUGÍA DE MÍNIMA INVASIÓN JESÚS USÓN (hereinafter referred to as “**CCMIJU**” or “**Coordinator**”) with its registered offices in Carretera Nacional 521, Km. 41,8, at Cáceres (Spain), with VAT number ESG10347417 and registered in the Registro de Fundaciones de la Comunidad Autónoma de Extremadura with register number 83N; hereby represented by **Mr. Luis Casas Luengo**, as Managing Director, according to *DECRETO 195/2016, of Consejería de Economía e Infraestructuras*, published in DOE nr. 235, of December 9, 2016.

Viral Studios Sociedad Limitada (hereinafter referred to as “Viral Studios”), with its registered office in Avda. De Elvas s/n Fundecyt-PCTEX 217 06006 at Badajoz (Spain) and with VAT number ESB06714505, hereby represented by Mr Carlos Rubiales Bravo.

Univerzita Karlova (hereinafter referred to as “CUNI”), with its registered office in Ovocný trh 560/5, Praha 1 (116 36) and with VAT number CZ00216208, hereby represented by Prof. Tomáš Zima, MD., CSc.

Semmelweis University (hereinafter referred to as “DSRT-SU”), with its registered office in H - 1085 Budapest, Üllői út 26. and with VAT number 15329808-2-42, hereby represented by Dr. Béla Péter Merkely rector and Dr. Károly Szász chancellor.

Instituto Politécnico de Portalegre (hereinafter referred to as “ESS-IPP”), with its registered office in Praça do Município, 11, 7300-110 Portalegre (Portugal) and with VAT number 600028348, hereby represented by Mr. Albano António de Sousa Varela e Silva.

hereinafter, jointly referred to as “Parties” or “Beneficiaries” or “Partners”, and individually referred to as “Party” or “Beneficiary” or “Partner”.

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal to the *Convocatoria de Propuestas 2018-EAC/A05/2017 del Programa Erasmus+ (DOU C361/04 de fecha 25.10.2017) Acción Clave 2 – Convocatoria Erasmus+ 2018*, as being the denomination of the project “**training of soft skills for surgical teams using an immersive serious game**” with reference **2018-1-ES01-KA202-050943** (hereinafter referred to as “**The Project**” or “**Proposal**”).

The Proposal has been awarded by The *Dirección del Servicio Español para la Internacionalización de la Educación (SEPIE)* by means of the *Convenio de subvención* (Grant Agreement) with number **2018-1-ES01-KA202-050943** (hereinafter referred to as “**the GA**”), granting a grant of 229.160,00 € (hereinafter “**the Amount**”).

The Parties are aware of the provisions of the **GA** and its Annexes, which are attached as **Attachment A**. The **GA** has been signed between *Servicio Español para la Internacionalización de la Educación (SEPIE)* as **Agencia Nacional** (hereinafter referred

to as «AN»), represented by Mrs. Coral Martínez Iscar, *SEPIE* Director, acting by delegation from the European Commission; and the **Coordinator**, on behalf of the rest of Beneficiaries.

The Parties agree to be bound by the terms of the **GA** and its Annexes, particularly but not limited to the role of **Coordinator** and rest of Beneficiaries, Payment arrangements, financial responsibility, penalties and rest of General Conditions and this Consortium Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1. Definitions.

Words beginning with a capital letter shall have the meaning defined either herein or in the **GA** including its Annexes without the need to replicate said terms herein.

1.2. Additional Definitions.

"*Agreement*" or "*CA*" means this Consortium Agreement.

"*Access Rights*" means licences and user rights to *Foreground* or *Background*.

"**Agencia Nacional, AN, SEPIE, European Commission or EC**" means any European public body related to the Proposal.

"*Background*" means information which is held by *Beneficiaries* prior to their accession to this Agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this Agreement, and which is needed for carrying out the *Project* or for using *Foreground*.

"*Defaulting Party*" means a Party which has been determined as being in breach of any of its obligations under the **GA** and/or this *CA*, in accordance with **GA** and **Section 7** of this *CA*.

"*Dissemination*" means the disclosure of *Foreground* by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of *Foreground* in any medium;

"*Effective Date*" means the date on all Parties have signed the *CA* in **Section 12** hereof. This Agreement will come into force on the very same day when the last Party has signed it.

"*Fair and reasonable conditions*" means appropriate conditions including possible financial terms taking into account the specific circumstances of the request for access, for example

the actual or potential value of the *Foreground* or *Background* to which access is requested and/or the scope, duration or other characteristics of the *use* envisaged;

"*Foreground*" means the results, including information, whether or not they can be protected, which are generated under the Project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection;

"*Use*" means the direct or indirect utilisation of *Foreground* in further research activities other than those covered by the *project*, or for developing, creating and marketing a product or process, or for creating and providing a service;

Section 2: Purpose

The purpose of this Consortium Agreement is to specify the relationship among the Parties with respect to the Proposal, in particular concerning the organisation of the consortium and the work between the Parties, including the decision making procedures, the management of the Project, and the rights and obligations of the Parties concerning inter alia rules on Dissemination and Use, and Access Rights, the distribution of the financial contribution, Liability, Indemnification and Confidentiality arrangements between the Parties and dispute resolution.

Section 3: Entry into force, duration and termination

3.1. Entry into force.

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

This Consortium Agreement shall have effect from the Effective Date.

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 **GA** and under hereof.

However, this CA or the participation of one or more Parties to it may be terminated in accordance with the terms set forth herein and the **GA**.

If the Commission does not award the **GA** or terminates the **GA** or a Party's participation in the **GA**, this CA 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 Agreement.

3.3 Survival of rights and obligations.

The provisions relating to Access Rights and Confidentiality 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 by written between the Management Committee (according to the **Section 5.3**) and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Provision of works.

4.1 General principles.

Each Party to this Agreement shall execute its part of the work in accordance with the terms of this Consortium Agreement and the **GA** and Parties shall co-operate and use all reasonable efforts to execute this CA and if applicable the **GA** as a whole in a successful way.

The Proposal, which has been awarded by the SEPIE under the **GA**, is included as **Attachment B**.

The **Budget** which has been awarded by the SEPIE under the Annex 2 of **GA**, is included as **Attachment C**

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

4.2 Personnel.

Parties agree to assign qualified and experienced staff to perform the works. Each Party shall have the right to determine which of its personnel shall be assigned to perform works and to replace or reassign such personnel during the term hereof; it being understood, however, that (i) prior to assigning any key-person to the staff performing any of the Party's obligations under this CA, the Party assigning or replacing key-personnel shall provide to the other Party such information with respect to such person as the other Parties may reasonably request (including, but not limited to, such person's curriculum vitae) and (ii) the key-personnel assigned shall be sufficiently qualified and experienced taking into account the nature of the Services to be performed and any replacement shall present at least the same qualifications and expertise of the replaced personnel.

Parties agree that key personnel assigned to the performance of this agreement should be assigned for stable periods, in order to avoid too much rotation in personnel and meet the requirements of the **GA**, when applicable.

A Party will not, without written authorisation of the concerned Party, for the duration of this Agreement and for six (6) months after termination thereof, hire any employees of a member of the Consortium or of its subcontractors involved with the execution of the Project, or have such employees work for him, or approach them thereto or recommend them for employment to third parties.

4.3 Working with subcontractors.

In case a subcontractor is involved in the execution of the tasks to be executed by the Party, the Party will make sure that the Subcontracting Agreement contains conditions that are no less stringent than those imposed upon the Party(s) by this CA and the **GA**.

Parties agree that they can subcontract any part of their share of works to one of the declared subcontractors or declared freelancers in the Proposal or has been agreed by the Management Committee or otherwise in writing between the Parties.

Any and all subcontracting of works shall be subject to the limits and conditions set out in the **GA**.

4.4 Project Changes Requested.

Changes to the Project proposed by the **AN** (SEPIE) or one/some Parties shall be discussed by the Operational Bodies, and a decision will be taken at Management Committee level in accordance with the rules applicable to Management Committee decisions.

All changes to the Work to be supplied by the Parties will be re-determined and recorded in a revised version of **Attachment B**.

Section 5: Operation and Management.

5.1 Consortium.

Nature of the consortium

In no circumstances does this CA create a legal person and/or any other company, partnership or a joint venture between the Parties. The Parties will enter into obligations with third Parties independently, unless otherwise agreed. Neither Party shall act as agent for or representative of the other Party for any purpose whatsoever.

Notwithstanding the above, the Parties hereby declare, accept and guarantee that the **GA** shall be signed by the **Coordinator** and they undertake to grant a mandate to the Coordination, to act in their names and for their account, with the sole purpose of signing the **GA** and its possible subsequent riders with the **AN**.

To the extent feasible under this CA each Party shall be assigned role responsibility for carrying out and completion of their obligations under this CA and the **GA**.

Contracts and other documents towards third parties or suppliers will be subscribed under the name and responsibility of respective Parties and not under the name and responsibility of the Consortium of Beneficiaries. Consequently, there is no joint and several liability of the Parties towards third parties or suppliers of another Party, except if previously explicitly agreed in writing by the Parties.

Collaboration Principles

The Parties agree to collaborate on an exclusive basis for the execution of the Project as precise in this Consortium Agreement.

The Parties as a consortium shall carry out the project jointly vis-à-vis **Agencia Nacional**, taking all necessary and reasonable measures to ensure that the project is carried out in accordance with the terms and conditions of this CA and **GA**.

Collaboration as referred to in the previous sentence includes the necessary exchange of technical and commercial information subject to and to the extent of Confidentiality and Ownership, other than the information concerning services and prices which is or is becoming generally known. This provision is not intended to restrain the Parties from marketing and selling their standard services to any third Party during the term of this Consortium Agreement.

The Parties will support each other to the best of their ability and will handle each other's interests as if they were their own.

Each Party shall inform to the Coordinator and the other Party/ies in good time of all problems which it encounters whilst the work is being carried out, and subject to confidentiality and ownership, will furnish the other Party with all relevant information.

Specifically, each Beneficiary shall:

a) immediately inform the coordinator of any event or circumstance of which the beneficiary has knowledge, which may affect or delay the execution of the action;

b) immediately inform the coordinator:

- of any change in their legal, financial, technical, organizational or property situation and any change of name, address or legal representative;
- of any variation of the legal, financial, technical, organizational or property status of the entities of its group and of any change of name, address or legal representative;

c) submit to the coordinator in due time:

- the data necessary to prepare the reports, financial statements and other documents contemplated in the agreement;
- all documents required for audits, controls or evaluations in accordance with the provisions of clause II.27 of the Annex I of GA;

- any other information that must be provided to the Commission under the agreement, unless it requires that said information be sent directly by the beneficiary.

The Partners shall keep **Coordinator** (CCMIJU) informed of any request from the **AN** to make changes in its requirements regarding the Project prior to make any reply to the **AN**.

Coordinator shall keep the other Parties informed of all changes in the **AN's** requirements, which relate to the Project (included the related overall obligations, such as liabilities, penalties) to be performed by the concerned Party.

If negotiations with the **AN** result in a change in the type or extent of the Services to be supplied by a Party, which have been included in the Proposal, the Parties will hold consultations with each other in order to agree on a revised Proposal.

The Parties as a consortium shall allow the SEPIE (as **AN**) to take part in meetings concerning the Project.

The Parties shall comply with the specific performance obligations of each Beneficiary as set out in the **GA**.

5.2 Coordinator.

The Project **Coordinator** shall be CCMIJU.

CCMIJU, as **Coordinator** of the Consortium, shall be responsible for the overall coordination, negotiations and communications with the European Commission or **Agencia Nacional (AN)**, and shall represent each Party at meetings with the **AN**.

The **Coordinator** shall be the intermediary between the Parties and the **AN** and shall perform all tasks assigned to it as described in the **GA** and in this CA. The **Coordinator** will be responsible for all aspects of the interface between the Project and the **AN**.

The **Coordinator** responsibilities will be to:

- Maintain and manage eventual updates of contractual documents such as the **GA** and the Consortium Agreement;
- Organize and coordinate the work between the different intellectual outputs described in the Attachment B (Project Proposal) to guarantee the consistency of the whole project;
- Monitor day-to-day progress of the project and informs the **AN** of all developments which could significantly affect the result of the project;
- Collect all technical, financial and administrative information from all the partners in order to monitor in real time the progress of the project and checks that the global

partners' involvement (from both technical and financial aspects) remains in accordance with the work plan established in the proposal;

- Organize, with the Partners, the preparation and the production of deliveries and the exchange of information inside the consortium;
- Draft the agenda for meetings on the project;
- Consolidate and monitor the project reports;
- Solve any technical, financial, administrative or contractual issues or conflict between partners, when needed;
- Be the official channel between the Consortium and the **AN**;
- Chair the Management Committee.

Project Reporting and Performance Assessment

Progress of activities will be monitored by the **Coordinator** on a frequent basis. Each partner will be responsible for producing, every 12 months, or before if needed, cost statements and management control reports that will contain the current status of the active intellectual outputs they are performing.

The **Coordinator** will be responsible for the delivery of the following documents and reports to the **AN**:

- A Progress report to the **AN**, in accordance with the clause I.4.3 of **GA** by at the latest, which shall comprise: overview of the progress of work and management reports, presenting the current results and project progress; explanation of the use of the resources; cost and financial statements from each Beneficiary together with a summary financial report consolidating the claimed contribution; synthesis of the information provided by the different partners. This progress report shall be prepared at least 15 days before October 31st 2019, with the contribution of each partner;
- Final report within 60 days after the end of the Project, in accordance with **GA**. This report shall comprise: a final publishable summary report covering results, including a summary of the project's main achievements and conclusions, presenting a final summary of the conclusions and socioeconomic impact of the project; a report covering the wider societal implications of the Project, including gender equality actions, ethical issues, efforts to involve other actors and spread awareness, as well as the plan for the Use and Dissemination of Foreground, This progress report shall be prepared before the deadline with the contribution of each partner;
- Certificate on the financial statements and underlying costs were regulated according to the provisions of **GA**, especially in clause II.20 of its Annex I.

All Beneficiaries shall fully cooperate with the **Coordinator**, presenting reports and deliverables on deadlines required, according to the quality and other conditions as set out

in the **GA** and as may be required by the **Coordinator**, related to any technical or economic issues and or any other aspect related to the compliance of **GA** and this CA.

5.3 The Management Committee.

The Parties of the Consortium shall set up a Management Committee. This Management Committee is formed by the Parties Representatives:

CCMIJU

Name: [REDACTED]
Address: Centro de Cirugía de Mínima Invasión Jesús Usón
Ctra. N-521, Km. 41,8
10071 Cáceres (Spain)
Email: [REDACTED]
Telephone: [REDACTED]

Viral Studios

Name: [REDACTED]
Address: Viral Studios.
Avenida de la Investigación. Campus Universitario. Edificio PCTEX. Despacho 2.17.
06006. Badajoz (Spain)
Email: [REDACTED]
Telephone: [REDACTED]

CUNI

Name: [REDACTED]
Address: Univerzita Karlova, Lékařská fakulta v Hradci Králové, 2. interní klinika,
Sokolská 581, Hradec Králové
Email: [REDACTED]
Telephone: +420 495 834 240

DSRT-SU

Name: [REDACTED]
Address: Semmelweis University, Ulloi u. 26. 1085 Budapest. Hungary
Email: [REDACTED]
Telephone: [REDACTED]

ESS-IPP

Name: [REDACTED]
Address: Praça do Município. 7300-901. Portalegre (Portugal)
Email: [REDACTED]
Telephone: [REDACTED]

The Management Committee is the ultimate decision body and the highest escalation level. The Committee has the overall technical responsibility of the project and the power to carry out small adjustments to the work plan with few or no delay. The Committee focuses both

on high-level issues such as the strategic direction of the project, and on operational issues. It has permanent and final control over the management of the Consortium.

The following matters are exclusively reserved for decision by the Management Committee:

- Effective sharing of revenue (i.e. decision-taking with respect to the division/sharing of the work, including taking corrective actions, in accordance with **Attachment B**);
- Strategic guidance on all matters related to the performance of this CA;
- Escalation body for resolution of disputes, including disputes arising between the Parties relating to their performance under this agreement or any liability that may arise as a result of an alleged default or omission by the relevant Party;
- Proposed changes to this Consortium Agreement;
- New engagements not included in this Consortium Agreement;
- All matters related to possible litigation concerning liabilities of the Parties towards the **AN** or third parties;
- Allocation and sharing of penalties if applicable;
- Expulsion of a Consortium Party;
- Monitor the progress of each level, intellectual outputs against the plan as given in the Project Management and Quality Plan; and agree remedial actions where possible to recover from any divergence from the plan;
- Review all significant project risks as identified by the intellectual outputs Leaders, and agree suitable risk mitigation or avoidance plans;
- Ensure coherence is maintained between the different intellectual outputs and with other projects;
- Monitor the implementation of the exploitation strategy, proposing improvements where needed;
- Provide a forum for the resolution of issues between partners.

The Management Committee will be chaired by the Project **Coordinator** at CCMIJU, and attended by intellectual outputs Leaders and the Quality (referred in Section 5.4), Exploitation (referred in Section 5.5) and Dissemination Leader (referred in Section 5.6).

Each of the Parties will nominate one (1) representative for the Management Committee. Each Consortium member of the Management Committee will have one (1) vote.

Each representative of the Parties shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed of this Consortium Agreement.

The Parties agree to be abiding by all decisions of the Management Committee.

Unless otherwise agreed, the onsite meeting of the Management Committee will take place in the premises of CCMIJU.

The Management Committee meeting can be ordinary convened by the chairman decision or extraordinary convened by the decision, at least, of two Consortium members as often as necessary.

The Management Committee shall meet at least three times along the project life.

The Chairman shall give notice of a meeting in writing to each Party as soon as possible and no later than 15 calendar days preceding an ordinary meeting, and 7 calendar days before an extraordinary meeting, referred to an onsite meeting. Online meetings will be notified in writing by the chairman as soon as possible and no later than 5 calendar days.

Notices of a meeting are valid if delivered by letter, e-mail or fax or in other written form. The notice sets out the date, time and original agenda of the Management Committee.

Any Party may add an item to the original agenda by written notification to all of the other Parties no later than 7 calendar days preceding an ordinary meeting, 5 calendar days before an extraordinary meeting, and 3 calendar days before an online meeting.

During a Management Committee meeting, the Parties, present or represented, can unanimously agree to add a new item to the original agenda.

Although the Representatives may participate in or hold a meeting by means of conference call, video conference or similar communication equipment, the Representatives shall use reasonable efforts to attend each meeting in person, and it is mandatory its attendance to the onsite meetings. Any Representative prevented from attending to an onsite Management Committee meeting may authorize another member of its organization to represent him at the meeting, such authorization to be given in writing by letter, e-mail or telefax.

The Management Committee shall not deliberate and decide validly unless at least two-thirds (2/3) of its members are present or represented. Decisions requiring majority vote, all Parties must be represented at the meeting.

Each member can express opinion and vote on any material support. Only items stated in the agenda will be the subject of discussions and deliberations. However, Parties can discuss 'varia' points on the spot during the meeting which will not be subject to a decision (unless commonly decided otherwise). Defaulting Parties may not vote.

Decisions can be reached with a majority of 2/3 of the members, present or represented, at the Management Committee Meeting.

The following matters will require the unanimous vote of the Parties (however, any Defaulting Party cannot vote):

- Expulsion of a Party of the Consortium

Any decision may also be taken without a meeting if the president circulates to all Parties a written document which is then signed according to the vote rules.

Records of the Management Meeting

For resolutions to be passed, decisions or other actions to be taken, CCMIJU shall keep minutes of the meetings of the Management Committee and shall record actions otherwise taken by the Management Committee and shall send a copy of any such record to the members of the Management Committee without undue delay.

Unless CCMIJU receives written objection to any such record within ten (10) calendar days from the date of receipt by the member of the Management Committee concerned, such record shall be deemed to be a correct and complete reflection of the action taken by the Consortium.

In case of disagreement between members of the Management Committee prohibiting an agreement on the minutes, the chairman of the Management Committee will, within the ten (10) calendar days, submit the matter to the legal opinion and recommendation of the legal counsels of the Parties. Their advice, recommendation or opinion will be strictly confidential.

Except otherwise agreed the legal counsels will submit their opinion or recommendation to the Management Committee within the ten (10) calendars days. In case of persistent disagreement between members of the Management Committee, the Chairman of the Management Committee, after a delay of five (5) calendars days, will submit the matter to the Dispute Resolutions system described in this Agreement.

5.4 The Quality Leader.

The Quality Leader will be assumed by CUNI

The Quality Leader responsibilities will be to:

- Assist the Project **Coordinator**
- Elaboration of reports and rest of documents related to quality, accordingly to the proposal.
- Continuous monitoring of quality, including management of the revision of contractual results.
- Participation in management and coordination meetings, when agreed between the Project Coordinator and the Quality Leader.

5.5 The Exploitation Leader.

The Exploitation Leader will be Viral Studios

The Exploitation Leader responsibilities will be to:

- Assist the Project **Coordinator**
- Coordinate exploitation activities, including the Business and Exploitation Plan, described in the page 22 of Attachment B (Project Proposal).

5.6 The Dissemination Leader.

The Dissemination Leader will be DSRT-SU

The Dissemination Leader responsibilities will be to:

- Assist the Project **Coordinator**
- Coordinate dissemination activities, including the Dissemination and Communication Plan, described in the page 22 of Attachment B (Project Proposal).

5.7 Operational Bodies conflict resolution

Regarding conflicts and disputes resolution, discrepancies during the development of the project tasks will be anticipated and reported immediately to the intellectual outputs Leader. The intellectual outputs Leader will try to solve the conflicts and will communicate every incident to the Project **Coordinator** and Quality Leader.

For major problems raised during the project concerning technical or managerial aspects of the intellectual outputs or of the project as a whole, and which could not be solved, the following procedure applies:

- Any member of the Consortium may bring up a major problem. A written statement addressed to the **Coordinator** and Quality Leader will be required declaring the problem as a major problem and clarifying and identifying it properly.
- The Project **Coordinator** and Quality Leader will try to solve the problem with the concerned member.

If the conflict cannot be solved, the following steps will be applied:

- The **Coordinator** will raise the issue at the next regular Management Committee meeting or calls for a special meeting to solve the problem;
- During that meeting, the different solutions of the problem will have to be worked out clearly. The problem will be solved at this level if an agreement is found between the partners;

- If not, a formal vote will take place according to Management Committee normal procedure.

If agreement cannot be reached at the Management Committee level, each Party may initiate the Dispute Resolution process.

Section 6: Financial Provisions.

Subject to the payment terms and financial provisions as set out in the **GA**, the Parties agree as follows:

6.1 Assets

The Consortium will get no asset.

6.2 Individual costs and expenses

Except as provided otherwise herein and or the **GA**, each Party to this Consortium Agreement shall bear its own cost and expenses relating to the preparation, negotiation, execution and performance of this Agreement and the transactions contemplated herein, including but not limited to all legal, accounting and other fees and expenses.

The sharing cost and expenses above mentioned shall be assumed by the Parties in accordance with the Budget in **Attachment C** and the Management and Quality Plan.

Each Party will ensure its proper financing in order to meet its obligations under this Agreement and the **GA**.

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 Project towards the **AN**. Neither the **Coordinator** nor any of the other Parties shall be liable or responsible for such justification of costs towards the **AN**.

6.3 Payments

The Amount granted by the **AN** in accordance with the provisions of clause 1.3 of the **GA** will be distributed by the **Coordinator** to the Beneficiaries, in the way agreed in the **Proposal** and in this **Section**.

As soon as this CA is signed by **Coordinator** and by Beneficiaries, CCMIJU (**Coordinator**) will proceed to the corresponding payment of **Amount**, within maximum thirty (30) calendar days after CA signed by all Parties, following the considerations of **GA** and according to the following rules:

- **Coordinator** shall pay 60% of amount to each Beneficiary, within the thirty (30) days after CA signed mentioned above.

- After the positive evaluation of the Progress report regulated in the clause I.4.3 of **GA** and **Section 5** of this CA, the 20% payment shall be made within maximum thirty (30) days.
- When the final report will be presented and approved, the CCMIJU will receive the remaining payment by the AN (up to 20% of the granted budget), that they will have to distribute to the Parties within a period of 30 days, proportionally to the justified and accepted budget of each Beneficiary.

Coordinator is entitled to withhold any payment if a Party is identified by the Management Committee to be in breach of its obligations under this Agreement or the **GA**.

Each Party shall bear any loss of interest on the amounts it is owed.

Each Party shall bear all the taxes, duties and costs relating to it.

Where an amount paid by the **AN** to the **Coordinator** in its capacity as the recipient of all payments is to be recovered under the terms of this CA and the **GA** or in case of breach or failure of fulfil of this CA or the **GA**, the Beneficiary concerned undertakes to repay the **Coordinator** and/or the **AN** if applicable, the sum in question, on whatever terms and by whatever date it may specify by the **Coordinator**, upon prior requirement of the **Coordinator** and/or the **AN** if applicable. The foregoing shall be deemed without prejudice to any other further reimbursement and recovery mechanisms or procedures as might set out in the **GA**.

Funding Principles

- A Partner which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.
- A Partner that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

6.4 Profit and Loss

Every Party involved carries its own profit and loss related to the execution of the works, subject to the liability provisions as stated in this Consortium Agreement.

6.5. Audit

The **AN** may, during the execution of the **Project**, carry out technical and financial controls and audits to verify the compliance the obligations and the task that must be fulfilled according to the **CA** and **GA** by the beneficiaries in a proper manner. Specifically, a final audit will be conducted, and its cost will be proportionally retained from each partner budget.

On the basis of conclusions of final audit report, the **Coordinator** shall take the measures it deems necessary, including the recovery at the time of payment of the balance or after it, of all or part of the amounts paid, as provided the clauses

6.6. External Audit

Costs of this external audit will be distributed among all partners proportionally to their budget and will be covered with the "Management and Implementation" budget. The cost will be afforded by the retention by the Coordinator of the corresponding amount to each partner in the final payment (after approval of the final report by the AN), as the Coordinator will be responsible for contacting the auditor and manage the audit process on behalf of the rest of partners.

Section 7: Recovery of the Amount granted after payment.

When all or part of the **Amount** distributed to every Beneficiary by the **Coordinator** must be recovered for breach, failure to fulfil of this **CA** or **GA** by one or more of the beneficiaries, or for the causes included in the clauses II.27.6, II.27.7, II.27.8 and II.27.9 of Annex I of **GA**, the Beneficiary or Beneficiaries affected must reimburse the **Coordinator** the corresponding amount.

Section 8: Expulsion of a Party

A Party may be expelled from the Consortium, if it becomes unreasonable to expect the other Parties of the Consortium to continue the Consortium with that Party, taking into account (i) all relevant facts and circumstances and balancing the interests of all Parties and (ii) as far as possible by law.

A Party may be expelled from the Consortium under certain facts and circumstances including, but not limited to:

- A material breach of this Agreement or of the **GA** by a Party, despite notice and an opportunity to cure the breach;
- A Party has bankruptcy, composition or reorganisation proceedings or any other insolvency proceedings opened against it by court or other public authority; voluntarily files a petition under the bankruptcy or equivalent insolvency law; becomes insolvent or faces a substantial deterioration (actual or imminent) in its assets; or has payment claims or its membership interest in this Consortium seized by a creditor ; consents to or applies for reorganisation under the bankruptcy or equivalent insolvency law; makes an assignment for the benefit of its creditors; or has involuntarily filed against it, a petition under the bankruptcy or equivalent insolvency law, which is not dismissed within sixty (60) calendar days after filing.
- Termination of the participation of said Party at the **AN** or European Commission's initiative, according to the reasons set out in the **GA**.

Expulsion shall take effect by a resolution of the Management Committee adopted by all Parties, except the Party to be expelled.

Expulsion shall become final if the Party to be expelled has not, within 30 calendar days of receipt of notice of the resolution, initiated proceedings hereunder. Expulsion shall not affect any other existing obligations (e.g. access rights) of the Party to be expelled or any claims against it. If the Party has been expelled due to causes within its control, the other Parties may enforce claims for damages incurred by them as a result of the expulsion.

Section 9: Confidentiality

The Parties declare that they regard the existence and contents of this Consortium Agreement, the consultations which have been held and are to be held and the confidential and/or proprietary information, data, documents and or other material which has been or is to be supplied to each other in the context of the aforesaid consultations as confidential information shall be used solely for the purposes of this Consortium Agreement by the employees involved with it. They shall ensure that the employees concerned abide by this obligation.

Also, it shall be regarded confidential information any information on technical, commercial, industrial and economic aspects, business secret, reports, software, know-how, data, products, services, plans, strategies, financial conditions and any other belonging to the Parties and revealed in any way.

Each Party shall protect the confidentiality of the confidential information in the same manner as it protects its own proprietary information of this kind; provided that, with respect to the handling of any confidential information and the disclosing Party, the receiving Party shall in no event exercise less than reasonable care in protecting such information and as far as possible to restrict its distribution in their own organisations. The Parties will not supply confidential information or make it known to third parties, other than with the prior written consent of the other Party.

The limitations on reproduction, disclosure, or use of confidential information shall not apply to, and neither Party shall be liable for, reproduction, disclosure, or use of confidential information of the other when:

- the confidential information becomes publicly available by means other than a breach of confidentiality obligations of this CA;
- the disclosing party subsequently informs the recipient that the confidential information is no longer confidential;
- the confidential information is subsequently communicated to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality;
- the disclosure or communication of the confidential information is foreseen by other provisions of this CA or the **GA**;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the disclosure or communication of confidential information is required by the national law of one of the beneficiaries.

Notwithstanding the preceding paragraphs, the treatment of data, documents or other material which are classified ("classified information") or subject to security restrictions or export- or transfer- control, must follow the applicable rules established by the relevant national and European Community and European Union legislation for such information, including the Commission's internal rules for handling classified information. Where a beneficiary is established in a third country, any security agreements between that third country and the Union shall also apply.

Unless otherwise agreed, neither the execution of the Agreement, nor the furnishing of any Confidential Information by either Party shall be construed as granting to the other Party expressly, by implication or otherwise, any license under any invention, patent, trademark, copyright or other proprietary right now or hereafter owned or controlled by the Party furnishing the same.

The Parties hereby undertake, without prejudice to any commitment of non-disclosure under the GA, for a period of five (5) years after the end and completion of the Project.

Section 10: Intellectual Property Rights, Use and Dissemination.

10.1. Intellectual Property Rights, Use and Dissemination

According to the meaning of the **Section 1**, Foreground shall be the property of the beneficiary carrying out the work generating that Foreground.

Where several beneficiaries have jointly carried out work generating Foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground. They shall establish an agreement of co-ownership regarding the allocation and terms of exercising that joint ownership.

However, where no agreement of co-ownership has yet been concluded, each of the co-owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

- a) at least 45 days prior notice must be given to the other co-owner(s);
- b) and fair and reasonable compensation must be provided to the other co-owner(s).

Each of the co-owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other co-owner(s),

If employees or other personnel working for a beneficiary are entitled to claim rights to Foreground, the beneficiary shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this CA and GA.

Dissemination

The **Coordinator** shall pay specific attention to the importance of dissemination, exploitation of Foreground of the action and to their visibility at a transnational level.

In this respect, he shall create and maintain a website for the action. The website shall be kept up-to-date with at least: a description of the action, the contact details of the **Coordinator**, the list of beneficiaries, mention of the European Union's financial support with the relevant logo and access to the principal Foreground, as and when they become available.

In addition, the **Coordinator** shall provide the **AN** and/or the European Commission with information requested in order to promote the *Programa Erasmus+ (DOU C361/04 de fecha 25.10.2017) Acción Clave 2 – Convocatoria Erasmus+ 2018* and disseminate the Foreground. This may include answering questionnaires and entering data into databases.

10.2. Access Rights

Background covered

The Parties shall identify in the **Attachment D** the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the **GA**.

The Parties agree that all Background not listed in **Attachment D** shall be explicitly excluded from Access Rights. The Parties agree, however, to negotiate in good faith background possible additions in **Attachment D** if a Party asks them to do and they are needed.

The owning Party may add further Background to **Attachment D** during the Action by written notice.

The **AN** shall have the Access Rights established in the clause II.9 of Annex I of **GA**.

Also, according to the clause I.8 of **GA**, if Beneficiaries produce educational materials within the scope of the Project, access to these materials shall be facilitated through the Internet, free of charge with open license.

General Principles

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

The Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Action).

If the Management Committee considers that the restrictions have such impact, which is not foreseen in the **Proposal in Attachment B**, it may decide to update the **Proposal** accordingly.

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties.

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

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.

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

Access Rights to Foreground and Background needed for the performance of the own work of a Party under the Action shall be granted on a royalty-free basis, unless otherwise agreed.

Access Rights for Use

Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on Fair and Reasonable conditions.

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

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

A request for Access Rights may be made up to twelve months after the end of the Action.

Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the **GA** or this CA shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

Access Rights for Parties entering or leaving the Consortium

a. New Parties entering the Consortium:

All Foregrounds developed before the accession of the new Party shall be considered to be Foreground with regard to said new Party.

b. Access Rights granted to a leaving 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 Management Committee to terminate its participation in the Consortium.

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

Access Rights to be granted by any leaving Party. Any Party leaving the Consortium shall continue to grant Access Rights pursuant to the **GA** and this CA as if it had remained a Party for the whole duration of the Action.

10.3. Pre-commercial clauses.

Notwithstanding the provisions of this **Section 10** related to Ownership of Intellectual Property and Access Rights, the Parties agree and expressly authorize to commercialize the Foreground by the **Coordinator** or by the Parties mutually agreed, perpetually and within an international scope based on and in accordance with the terms and conditions set out in the Plan for the Use and Dissemination of Foreground, which the Parties shall mutually agree once the Project has finished.

Section 11: Miscellanies.

11.1 Attachments, inconsistencies and severability.

Attachment A: GA.

Attachment B: Proposal (working memory corresponding to the Proposal).

Attachment C: Budget (Annex II of GA).

Attachment D: Background included

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

11.2. 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**.

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 concerned.

11.3. Applicable law.

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

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

11.4. General Provisions.

Each Party is in charge of contracting the appropriate insurance policy to cover any risk and the liability assumed by each Party under the terms of this Consortium Agreement and the **GA**. The Parties herein undertake not to engage in any action or omission that might invalidate such policies or render them ineffective. In particular, inter alia each Party is in charge of its own personnel insurance coverage according to its national applicable law including social security law and accident at work and occupational diseases regulations. Each Party is liable for any damages caused by its own personnel.

No Party is entitled to assign or transfer any or all of its rights and obligations under this Consortium Agreement to a third party without the written consent of the Parties.

No Party can rely on force majeure vis-à-vis the other Party, unless the force majeure has been formally acknowledged by the **AN** (SEPIE).

If any term or provision of this Consortium Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed invalid, and all other terms and provisions shall remain in full force and effect. Each such provision shall be modified by the Parties to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of and balance between the Parties.

Any notices given pursuant to this Consortium Agreement shall be in writing and in English language, delivered to the address set forth in this Consortium Agreement, and shall be considered given when the affected Parties receive such written notification.

The Parties shall comply with the provisions set out in the Annex I of **GA** (*Condiciones Generales*) concerning the *Cláusula II.7. Tratamiento de datos personales*. In this sense, the Party which requires the processing of personal data shall inform to the rest of the Parties and particularly to the Coordinator in order to take the appropriate legal actions according to the **GA**.

11.5. Dispute Resolution.

All disputes arising out of or in connection with this Consortium Agreement shall be solved amicably in a maximum period of 15 calendar days.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce.

The arbitration award shall final and binding on the Parties.

The place of the arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The arbitration proceedings shall be in English language

Section 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.

By CCMIJU.

Signature(s):



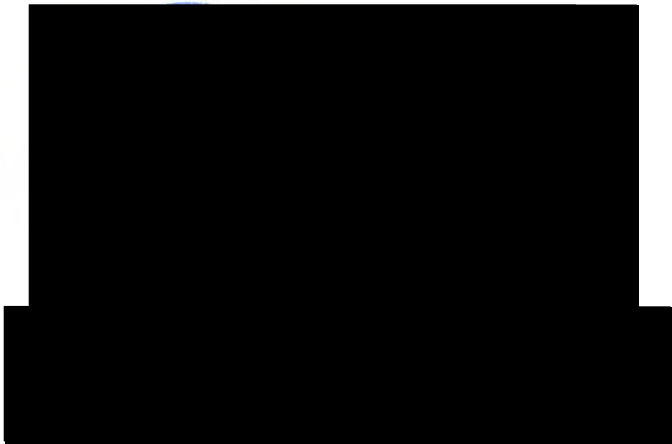
Name(s): **Luis Casas Luengo.**

Title(s): Managing Director.

Date:

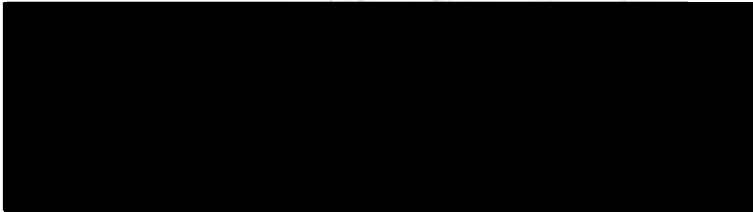
By DSRT-SU

Signature(s):



Title(s): Chancellor

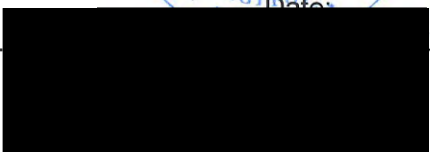
Date: 2019 NOV. 0 8



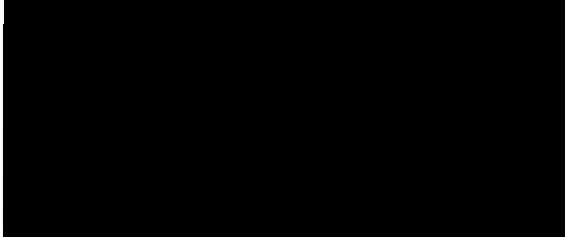
Title(s): Director General of Economic Management (Financial countersigner)

Date:

2019 NOV 0 7.



By Viral Studios



Title(s): CTO

Date: 11/12/2019

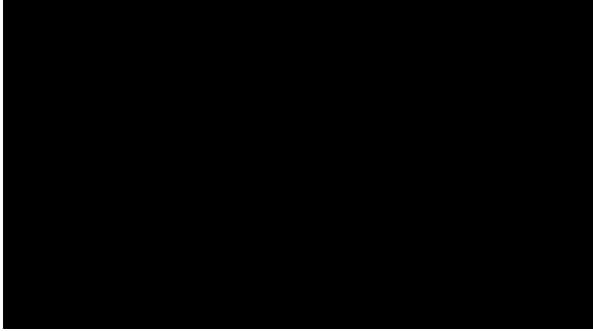
By ESS-IPP

Signature(s):

Name(s): **Albano Silva**

Title(s): President

Date:



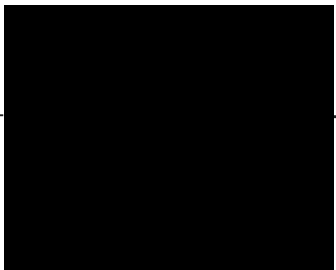
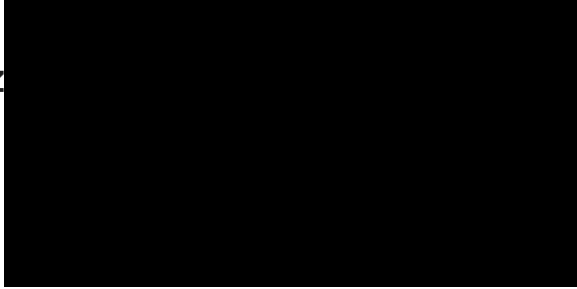
By CUNI

Signature(s):

Name(s): **Tomas Z**

Title(s): Rector

Date:





Erasmus+



GOBIERNO
DE ESPAÑA

MINISTERIO
DE CIENCIA, INNOVACIÓN
Y UNIVERSIDADES



Número de convenio: 2018-1-ES01-KA202-050943

2018 II-2 KA202 Multi Particulares 24G

CONVENIO DE SUBVENCIÓN relativo a un:

Proyecto con varios beneficiarios en el marco del programa ERASMUS+¹

NÚMERO DE CONVENIO – 2018-1-ES01-KA202-050943

El presente Convenio (en lo sucesivo, «el Convenio») se celebra entre las partes que siguen:

de una parte,

Servicio Español para la Internacionalización de la Educación (SEPIE)

C/ General Oraa, número 55, 28006, Madrid

CIF: Q2801566G,

la **Agencia Nacional** (en lo sucesivo, «la AN»), representada a efectos de la firma del presente Convenio por Coral Martínez Iscar, Directora del SEPIE, y actuando por delegación de la Comisión Europea (en lo sucesivo, «la Comisión»),

y

de otra parte,

«el coordinador»

FUNDACION CENTRO DE CIRUGIA DE MINIMA INVASION JESUS USON

CARRETERA NACIONAL 521 KM 41 8

10071 CACERES

G10347417

950875287

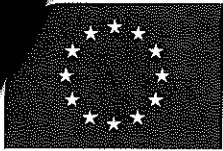
representado a efectos de la firma del presente Convenio por

Managing Director

Luis Casas Luengo

así como los demás beneficiarios que figuran en el anexo II, debidamente representados a efectos de la firma del presente Convenio por el coordinador, en virtud del (de los) mandato(s) incluido(s) en el anexo V.

¹ Reglamento (UE) n.º 1288/2013 del Parlamento Europeo y del Consejo, de 11 de diciembre de 2013, por el que se crea el programa «Erasmus+», de educación, formación, juventud y deporte de la Unión y por el que se derogan las Decisiones n.º 1719/2006/CE, 1720/2006/CE y 1298/2008/CE.



A. General Information

This application form consists of the following main sections:

- Context: this section asks for general information about the type of project proposal you want to submit;
- Participating organisation(s): this section asks for information about the applicant organisation and about other participating organisations involved as partners in the project;
- Description of the project: this section asks for information about the stages of the project which should include: preparation, implementation and follow-up;
- Budget: in this section you will be asked to give information about the amount of the EU grant you request;
- Project Summary: In this section you should describe in a compact way your project's rational, objectives and how you intend to achieve these.
- Check List/Data Protection Notice/Declaration of Honour: in these sections, the applicant organisation is made aware of important conditions linked to the submission of the grant request;
- Annexes: in this section, the applicant needs to attach additional documents that are mandatory for the completion of the application;
- Submission: in this section, the applicant will be able to confirm the information provided and to submit the form electronically.

For more information on how to fill in this application form, you can read the e-Forms Guideline.

B. Context

Programme	Erasmus+
Key Action	Cooperation for innovation and the exchange of good practices
Action	Strategic Partnerships
Which field is the most impacted?	Strategic Partnerships for vocational education and training
Main objective of the project	Innovation
Call	2018
Round	Round 1
Deadline for Submission (dd-mm-yyyy hh:nn:ss - Brussels, Belgium Time)	21-03-2018 12:00:00
Language used to fill in the form	English

B.1. Project Identification

Project Title	training of Soft Skills for Surgical teams using an immersive Serious Game
Project Acronym	S4Game
Project Start Date (dd-mm-yyyy)	01-10-2018
Project Total Duration (Months)	24 months
Project End Date (dd-mm-yyyy)	30-09-2020
Applicant Organisation Full Legal Name (Latin characters)	FUNDACION CENTRO DE CIRUGIA DE MINIMA INVASION JESUS USON

Form hash code: 8A73587384F4D27B

This form has been submitted on: 2018-03-21 11:29:03. Status: OK (1478537).

Proyecto: 2018-1-ES01-KA202-050943**Proyecto**

Código del proyecto	2018-1-ES01-KA202-050943
Código ID del envío	1478537

El beneficiario ejecutará el proyecto tal y como se describe en la solicitud de subvención con el código de envío antes mencionado

Resumen del presupuesto

El presupuesto asignado a cada partida presupuestaria que figura a continuación puede ser modificado por el beneficiario, excepto en los casos en que se requiera una enmienda aprobada por la Agencia Nacional, según lo estipulado en la cláusula 1.3.3 de las Condiciones particulares de este convenio de subvención.

Partidas presupuestarias	Subvención total
Gestión y ejecución del proyecto	
Reuniones transnacionales de proyecto	
Resultados o productos intelectuales	
Eventos multiplicadores	
Actividades transnacionales de aprendizaje, enseñanza y formación	
Subvención total	229.160,00

Detalles del presupuesto

[Attachment D: Background included]

For the purpose of this Project, CCMIJU explicitly excludes from its obligation to grant Access Rights to:

- All Background other than such developed by the CCMIJU.
- All knowledge, including patents, know-how, data, trademarks, software, designs and models resulting from work co-funded by industrial or public partners whose disclosure and or use is subject to authorization by those partners.”

Regarding the objectives of this Project, Viral Studios explicitly includes the following issues to grant Access Rights to the previous results of the project VSS. In that project, the focus was to create a VR serious game application to be used in a hospital environment. For this, Viral Studios developed the following items:

- A fully functional VR desktop application for Windows Operative System, for the Vive VR headset.
- Models for a hospital environment: hospital surroundings, hospital building, waiting room, halls, meeting room, operating room...
- Models and animations for non-playable characters inside the game: visitors, hospital staff, surgeon, nurses, anesthesiologist, with hundreds of animations to make them believable and life-like.
- VR interaction with the system, so the player can move inside the virtual space easily and with little to none adaptation time.
- Event system in which the play has to respond to: talk to other characters, select a choice inside conversations and physically interact with in-game items.
- Progress and achievements inside the game, for better engagement.

Regarding the objectives of this Project, ESS-IPP explicitly includes the following issues to grant Access Rights to:

- Know-how, related to the nursing area, necessary for the definition of practical cases and scenarios for soft skills training in the OR.

For the purpose of this Project, ESS-IPP explicitly excludes from its obligation to grant Access Rights to:

- Personal data (including sensitive data) processed by Instituto Politécnico de Portalegre accordingly to the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).