



SPOT Project Consortium Agreement

Project acronym: **SPOT**
Project full title: **Social and innovative Platform On cultural Tourism and its
potential towards deepening Europeanisation**

Grant agreement: **H2020-870644**

Start of the project:
End of the project:
Project duration:

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A note from the Project Coordinator

List of project partners = Parties of the SPOT Grant Agreement

<i>Partner number and role in the project</i>	<i>Beneficiary full name</i>	<i>Beneficiary short name</i>	<i>Country</i>	<i>Date entry project</i>	<i>Date exit project</i>
P1 Coordinator	Mendelova univerzita v Brně (Mendel University in Brno)	MENDELU	CZ	Month 1	Month 36
P2 Beneficiary	Bar-Ilan University	BIU	IL	Month 1	Month 36
P3 Beneficiary	Institutul de Geografie al Academiei Romane	IGAR	RO	Month 1	Month 36
P4 Beneficiary	Leibniz Institute of Ecological Urban and Regional Development	IOER	DE	Month 1	Month 36
P5 Beneficiary	Centre for Economic and Regional Studies	KRTK	HU	Month 1	Month 36
P6 Beneficiary	Wageningen Environmental Research	WR	NL	Month 1	Month 36
P7 Beneficiary	Tallinn University	TLU	EE	Month 1	Month 36
P8 Beneficiary	University of Graz	UNI GRAZ	AT	Month 1	Month 36
P9 Beneficiary	University of Aberdeen	UNIABDN	UK	Month 1	Month 36
P10 Beneficiary	The University of the Aegean	UAegean	EL	Month 1	Month 36
P11 Beneficiary	Universitat de Barcelona	UB	ES	Month 1	Month 36
P12 Beneficiary	University of Verona	UNIVR	IT	Month 1	Month 36
P13 Beneficiary	Uniwersytet Wroclawski	UWR	PL	Month 1	Month 36
P14 Beneficiary	University of Ljubljana	UL	SI	Month 1	Month 36
P15 Beneficiary	Univerzita Konštantína Filozofa v Nitre	UKF	SK	Month 1	Month 36

This **CONSORTIUM AGREEMENT**

describes the rules and modes of cooperation between parties that take part in the project “Social and innovative Platform On cultural Tourism and its potential towards deepening Europeanisation” (in short SPOT) and have signed the Grant Agreement # 870644 with the European Commission as a part of H2020 program,

BETWEEN:

- Mendelova univerzita v Brně (Mendel University in Brno), the Coordinator, the Czech Republic;
- Bar-Ilan University, the Beneficiary, Israel;
- Institutul de Geografie al Academiei Romane, the Beneficiary, Romania;
- Leibniz Institute of Ecological Urban and Regional Development, the Beneficiary, Germany;
- Centre for Economic and Regional Studies, the Beneficiary, Hungary;
- Wageningen Environmental Research, the Beneficiary, the Netherlands;
- Tallinn University, the Beneficiary, Estonia;
- University of Graz, the Beneficiary, Austria;
- University Court of the University of Aberdeen, the Beneficiary, the United Kingdom;
- The University of the Aegean, the Beneficiary, Greece;
- Universitat de Barcelona, the Beneficiary, Spain;
- University of Verona, the Beneficiary, Italy;
- Uniwersytet Wrocławski, the Beneficiary, Poland;
- University of Ljubljana, the Beneficiary, Slovenia;
- Univerzita Konštantína Filozofa v Nitre, the Beneficiary, the Slovak Republic;

hereinafter, jointly or individually, referred to as “Parties” or “Party”, relating to the SPOT Project, hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a Proposal for the Project to the European Commission as part of the H2020 Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of “Research and Innovative Action” and have been awarded the related Grant mentioned above.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement # 870644.

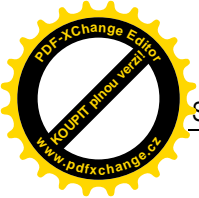
NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Contents

1. Initial provisions.....	7
1.1. Purpose of this Consortium Agreement	7
1.2. Nature of this Consortium Agreement	7
1.3. Participation in the Consortium Agreement	7
1.4. Entry into force	7
1.5. Duration and termination of this Consortium Agreement	7
2. Definitions and Principles	7
2.1. Contract Definitions	7
2.2. Additional Definitions	7
2.3. Consortium Principles	8
2.3.1. General Principles of scientific cooperation	8
2.3.2. Democracy and transparency of governance.....	9
2.3.3. Language policy of the Consortium	9
3. Governance structure and project reporting	9
3.1. General Assembly and Project Management Board	9
3.1.1. The General Assembly	9
3.1.2. The project Management Board	9
3.2. Project Coordinator	9
3.3. Status and responsibilities of Team leaders	10
3.4. Status and responsibilities of Project Management Board	10
3.5. The International Stakeholder Board	11
3.6. Technical Committees	11
3.6.1. Case studies Coordination group	11
3.6.2. Dissemination Panel	11
3.6.3. Other ad-hoc Groups.....	11
3.7. Competences of steering bodies and procedures of decision making	11
3.7.1. Competences and the decision making of the General Assembly.....	11
3.7.2. Competences of the Project Management Board.....	12
3.7.3. Project Management Board sessions.....	13
3.7.4. Project Management Board decision making and voting rules.....	13
3.7.5. Decision making in Technical Committees	13
3.7.6. Minutes of meetings and voting protocols	13
3.8. Ad-hoc project reporting	14
4. Consortium composition and disputes between the Parties.....	14
4.1. General Rule in Cases of Reduction of Consortium	14
4.2. Default and Remedies	14
4.2.1. Bankruptcy or liquidation of a Party	14
4.2.2. Party in breach of its obligations	14
4.2.3. Specific rules of the termination of party's participation.....	14
4.3. Other Exclusions of a Party / Right to Withdraw	15
4.4. Inclusion of New Parties	15
4.5. Settlement of Disputes	15
5. Financial Provisions	15
5.1. General Principles	15
5.1.1. Main budgetary principles of the project	15
5.1.2. Structure of the SPOT budget	16
5.1.3. Project's centralized reserve funds	16
5.1.4. Justifying costs	16
5.1.5. Financial consequences of leaving the Consortium	16
5.2. Project payments (financial plan).....	17



5.2.1.	General rules for project payments	17
5.2.2.	Expected payments from the European Commission	17
5.2.3.	Incremental transfers of Project funds to Project Parties	17
5.2.4.	Specific duties of the Project Coordinator	17
6.	Provisions regarding Intellectual Property Rights (IPR), Dissemination and Use	18
6.1.	Ownership and Access to Background IPR	18
6.1.1.	General rule with regard to background IPR	18
6.1.2.	Specific rule with regard to background IPR	18
6.2.	Results of the Project	18
6.2.1.	Ownership of Results	18
6.2.2.	Joint ownership	18
6.3.	Publication of Results by the Authors and Corresponding Duty of Participating Researchers	19
6.3.1.	General rules for the publication of results	19
6.3.2.	Acknowledgment note	19
6.4.	Authorship Attribution	20
6.5.	Record of publications arising from the SPOT project	20
7.	Liabilities and responsibilities of each Party	20
7.1.	General Principles	20
7.2.	Exclusion of Indirect Damages	20
7.3.	Limitations of contractual liability	21
7.4.	Liability toward Third Parties	21
7.5.	Liability for Subcontractors	21
7.6.	Liability toward the Commission	21
7.7.	Force Majeure	21
8.	Entire Agreement – Amendments / Severability	21
8.1.	General provisions	21
8.2.	Number of copies, languages and signature process of the Consortium Agreement	22
8.3.	Modifications of and amendments to the Consortium Agreement	22
8.4.	Survival of rights and obligations	22
	List of Annexes	23
9.	Initialization of the SPOT-Project Draft Consortium Agreement	24
10.	Legal execution of the SPOT-Project Consortium Agreement	25
10.1.	Legal execution of the SPOT Project Consortium Agreement by the Project Coordinator	25
10.2.	Legal execution of the SPOT Consortium Agreement by Partner Bar-Ilan University	26
10.3.	Legal execution of the SPOT Consortium Agreement by Partner Institutul de Geografie al Academiei Romane	27
10.4.	Legal execution of the SPOT Consortium Agreement by Partner Leibniz Institute of Ecological Urban and Regional Development	28
10.5.	Legal execution of the SPOT Consortium Agreement by Partner Centre for Economic and Regional Studies	29
10.6.	Legal execution of the SPOT Consortium Agreement by Partner Wageningen Environmental Research	30
10.7.	Legal execution of the SPOT Consortium Agreement by Partner Tallinn University	31
10.8.	Legal execution of the SPOT Consortium Agreement by Partner University of Graz	32
10.9.	Legal execution of the SPOT Consortium Agreement by Partner University Court of the University of Aberdeen (UNIABDN)	33
10.10.	Legal execution of the SPOT Consortium Agreement by Partner The University of the Aegean	34



10.11.	Legal execution of the SPOT Consortium Agreement by Partner Universitat de Barcelona	35
10.12.	Legal execution of the SPOT Consortium Agreement by Partner University of Verona	36
10.13.	Legal execution of the SPOT Consortium Agreement by Partner Uniwersytet Wroclawski	37
10.14.	Legal execution of the SPOT Consortium Agreement by Partner University of Ljubljana	38
10.15.	Legal execution of the SPOT Consortium Agreement by Partner Univerzita Konštantína Filozofa v Nitre	39

1. Initial provisions

1.1. Purpose of this Consortium Agreement

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation and division of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning *inter alia* liability, Intellectual Property Rights (IPR) and dispute resolution.

1.2. Nature of this Consortium Agreement

Nothing contained in this Consortium Agreement shall constitute or be deemed to constitute the creation of any formal business organisation or legal entity between the Parties. Each Party shall act as an independent actor and not as the agent of any of the other Parties.

Any participation as a Party in this Project implies and requires a prior Accession to the Grant Agreement and the legal execution of this Consortium Agreement.

In the unlikely event of a conflict between this Consortium Agreement and the Grant Agreement, the latter will have precedence.

1.3. Participation in the Consortium Agreement

An entity becomes a Party to this Consortium Agreement upon the signing of this Consortium Agreement by a duly authorised legal representative and their Team Leader (as defined in Article 3.3).

If a Party fails to fully authorize this Consortium Agreement within one month since the Consortium Agreement enters into force, the Consortium may initiate the procedure for the exclusion of this Party from the Project.

1.4. Entry into force

This CA enters into force at the Effective date/the starting date of the Project as indicated in the Grant Agreement. An entity becomes a Party of this Consortium Agreement upon the signature of this Consortium Agreement by a duly authorized representative.

No payments of project funds can be made to Parties that have not legally executed the Consortium Agreement.

1.5. Duration and termination of this Consortium Agreement

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

However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and the Grant Agreement (Article 50).

2. Definitions and Principles

2.1. Contract Definitions

Words defined in the Grant Agreement (GA) and related documents have the same meaning in this Consortium Agreement (CA).

2.2. Additional Definitions

“SPOT” means an official abbreviation of the full title of the project that is “Social and innovative Platform On cultural Tourism and its potential towards deepening Europeanisation”.

“Project Steering Bodies” means the persons or groups of the project experts in charge of particular aspects of the project implementation. The status and duties of these Project Steering Bodies are defined in Article 3 of this Consortium Agreement.

“Party” or **“Project Party”**: means an institution that participates in the project and whose representatives sign this Consortium Agreement. Project Party is an Institution that has entered the Grant Agreement and that participates in the project by fulfilling its tasks assigned according to the DoA. Each Party is represented by official persons holding the following positions:

- (1) its “Legal Representative”, which means an administrative person authorized to sign legal and financial documents and make commitments on behalf of this Party; and
- (2) a person in charge of scientific work within the frameworks of the given project (“Team Leader”).

If these positions are held by the same person, they shall sign the Consortium Agreement in both signatory fields in their respective capacities on the relevant sub-heading of Article 10.

“Participating Researchers (Experts)” means all the individual researchers and experts conducting scientific work for the project. The Participating Researchers are employed by or associated with one of the Parties.

“Defaulting Party”: means a Party which the Project Management Board has identified to be in breach of its obligations under the Grant Agreement or this Consortium Agreement, as defined in Article 4.2.

“Consortium Plan” is based on the “Detailed Description of Action (DoA)” that constitutes Annex 1 to the Grant Agreement and Annex A to this Consortium Agreement. It details the agreed distribution of efforts of all participating teams with regard to the production of Project deliverables.

“Consortium Budget” means the allocation of all the resources in cash for the activities as defined in Annexes 1 and 2 of the Grant Agreement and in the Consortium Plan thereafter and is subject to approval by the Project Management Board. The Consortium Budget is detailed at Annex B to this Consortium Agreement, which must be reviewed, and revised if required, and reconfirmed quarterly by the Project Management Board.

“Background IP” (Intellectual Property) means all intellectual property rights of each Party as it existed prior to the commencement of this project, plus IP generated independently of the Project.

“Foreground IP” means all intellectual property rights generated directly from the implementation of the Project including all results of the Project.

2.3. Consortium Principles

2.3.1. General Principles of scientific cooperation

Each Party undertakes to contribute to the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the EC-GA 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, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project. Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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

Detailed tasks for each Party and the related efforts are defined in the DoA and in the Consortium Plan.

Each Party undertakes to use its reasonable endeavours to inform other Parties of relevant communications it receives from third parties in relation to the Project.

2.3.2. Democracy and transparency of governance

The Project's General Assembly is constituted by all Team Leaders of the participating organizations and institutions. The SPOT General Assembly appoints all steering bodies of the consortium as described in Article 3 of this Consortium Agreement. All decisions of the Project's steering bodies shall be made in accordance with Article 3.7 in written form and are published in the secure web-space, accessible to every Project Party. The same applies to the minutes of the working meetings and other project drafts and discussion papers.

2.3.3. Language policy of the Consortium

The official working language of the Consortium is English. All deliverables must be produced in this language unless otherwise specified in the Description of Action (DoA) and in the Consortium Plan (**Annex A** to this CA).

3. Governance structure and project reporting

3.1. General Assembly and Project Management Board

3.1.1. The General Assembly

The General Assembly is the main legislative and representative body in the SPOT consortium and is chaired by Project Coordinator. The General Assembly is constituted by the Team Leaders of all Parties, or by a representative appointed by the Party's Team Leader. Each member of the General Assembly has one vote for decision-making. The competences of the General Assembly are described in Article 3.7.1.

The General Assembly holds its meetings at least once a year to oversee and coordinate the Consortium's research and administrative activities, ensuring the active involvement of all partners and the fulfilment of their contractual obligations. These meetings are scheduled as follows: kick-off meeting in January 2020 and the further annual meetings will be arranged by the PMB.

If an urgent decision should be taken between the annual meetings, an electronic discussion can be initiated by any Party. A final decision can be taken by the means of electronic voting under the rule of simple majority of votes (50% plus one vote.)

3.1.2. The project Management Board

The Project Management Board (PMB) is appointed by the General Assembly and exercises the executive control over the SPOT Consortium as described in Article 3.4.

3.2. Project Coordinator

The Project Coordinator (PC) of the SPOT Project shall be a Team Leader of the Coordination Team.

The Project Coordinator shall act as the intermediary between the Parties and the European Commission and shall perform all tasks assigned to them as described in the Grant Agreement and in this Consortium Agreement. The PC executes the overall scientific guidance of the project and the supervision of individual performances of each Project team.

In particular, the Project Coordinator is responsible for:

- monitoring the Parties' compliance with their obligations as set up in the Grant Agreement;
- keeping the address list of members and other contact persons updated and available;

- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certifications) to the European Commission;
- preparing the meetings, proposing decisions, making preparations on behalf of the Project Management Board, compliance with the PMB's decisions, the agenda of meetings of the General Assembly, chairing the meetings, preparing the Minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to the Parties;
- administering the Community financial contribution and fulfilling the financial tasks described in Article 5.2.4;
- providing the Parties, upon request, with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

The PC shall appoint individual experts employed by or associated with the Coordination team to assist in the fulfilment of Project-related duties and obligations as outlined above.

3.3. Status and responsibilities of Team leaders

A Team Leader is an expert appointed by a Project Party as a person in charge of the scientific work and acts as the primary contact point for the Project Coordinator. The Team Leader represents his or her respective Team and is responsible for the following activities:

- liaising with the Legal Representative and financial representative of his/her institution on project issues;
- timely and accurate administrative and financial reporting to the the European Commission; and
- timely and accurate fulfilment of the obligations assigned to the given Party as laid out in the DoA and the Consortium Plan.

3.4. Status and responsibilities of Project Management Board

The Project Management Board (PMB) is an executive branch of the Consortium. The PMB shall include Team Leaders from three Coordinating Teams and may also co-opt chairs from each of the other Steering Bodies (as defined in Article 3.6).

It includes all leaders of Project's work packages and is chaired by Project Coordinator. The composition of the PMB is detailed in Annex C to this Consortium Agreement

The PMB meets or communicates as a rule on quarterly basis or more often as necessarily and is responsible for:

- Approval of detailed guidelines of research work packages;
- Taking a final decision regarding the geographical, thematic and methodological scope of the planned project quantitative and qualitative surveys;
- Review and approval of draft research reports and deliverables, including quality assurance of surveys;
- The progress monitoring per deliverable and per team and the decision on periodic incremental transfer of project funds according to Article 5.2.3;
- Proposals to the General Assembly regarding possible changes and adjustments in work packages, timelines, consortium composition and budget allocations;
- Approval of agenda for Project meetings;

- Approval of agenda and programs for regional workshops and the final conference;
- Coordination of steering and quality assurance efforts with the Advisory Board;
- Other issues of research, discussion and dissemination of Project results.

3.5. The International Stakeholder Board

The International Stakeholder Board (ISB) is an advisory body that ensures the integration of key stakeholders in all stages of the research. The ISB's members will contribute to the identification of case study examples and data sources, comment on emerging findings and assist with dissemination to their interest communities. Led by the Project Coordinator, the ISB comprises all members of the Project Management Board and a further 10 to 20 external stakeholders drawn from the main actors including, national, regional and local public bodies and NGOs, with an interest in the case study regions. The personal composition of the ISB with regard to external stakeholders is set up in Annex C to this CA.

The ISB may hold working meetings, whether face-to-face or using the means of electronic communications, or a combination of those as may be decided by the PMB. Individual ISB members may also participate in the workshops relevant to their areas of interest and expertise.

3.6. Technical Committees

The SPOT Consortium may establish Technical Committees to coordinate particular parts of work, as specified below.

3.6.1. Case studies Coordination group

The Case-studies Coordination Group (CSC) shall include several experts appointed by the GA that will coordinate the design and monitor the implementation of the scheduled Case Studies, ensuring the uniformity of these efforts, performing quality control and ensuring the timely reporting of the results. The composition of SCS is fixed in Annex C to this CA.

3.6.2. Dissemination Panel

The Dissemination Panel (DP) is an advisory body that shall ensure the maximum utilisation of the Project results. The members of the DP will regularly discuss the potential use of the Project results in telephone conferences and disseminate its opinion and proposed strategies to the GA via the Coordinator. The composition of DP is detailed in Annex C to this CA.

3.6.3. Other ad-hoc Groups

Further Technical Committees and ad-hoc working groups may be established if required, by the decision of Project Management Group.

3.7. Competences of steering bodies and procedures of decision making

3.7.1. Competences and the decision making of the General Assembly

- (i) Consortium's General Assembly acts as described in Article 3.1 and decides about the following:
 - Principal structure of project's budget as regards to the allocation of funds between the teams based on the proposals of the Project Management Board;
 - Inclusion or exclusion of a Partner;
 - Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal;
 - Proposals to the European Commission for changes to Description of Action;
 - Modifications to Consortium Agreement and its Annexes;
 - Any other issues related to the effective implementation of the Project.

- (ii) The General Assembly takes its decisions after appropriate discussions based on a pre-circulated suggested decision proposals that can be initiated by any team or the Project Management Board. The discussions and subsequent voting can be organized either during the scheduled annual or extraordinary meetings or using the electronic means (e-mail circulation or other suitable channels).
- (iii) GA will make every effort to take decisions based on consensus. In the event of a split decision, full voting transparency is to be assured in the voting protocols in accordance with official Consortium documents, i.e. open voting procedures where the teams and the names of their representatives shall be visible in relation to the vote(s) cast by them.

The following voting rules shall apply:

- Each Team has one vote that can be casted by a Team Leader or his/her official representative whether the voting is in writing or in person;
- Representatives of a Defaulting Party may not vote;
- GA decisions are always made based on a principle of a simple majority of all parties that take part in the voting within an indicated period (50% plus one vote).

3.7.2. Competences of the Project Management Board

The Project Management Board is free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. The PMB will take Structural Decisions and Technical Decisions. The PMB is the first port of call to settle disputes within the Consortium as defined in Article 4.5

The following Structural Decisions can be taken by the PMB:

- Proposals to the General Assembly for changes to Description of Action (Annex 1 to the Grant Agreement) to be agreed with the European Commission;
- Proposals to the General Assembly for changes to the Consortium Plan (including adjustments to the Consortium Budget);
- Proposals to the General Assembly for entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party;
- Proposals to the General Assembly for withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal;
- Proposals to the General Assembly for the declaration of a Party to be a Defaulting Party;
- Proposals to the General Assembly for the remedies to be performed by a Defaulting Party;
- Proposals to the General Assembly for the termination of a Defaulting Party's participation in the Consortium and measures relating thereto;
- Proposal to the to the General Assembly a change of the Coordinator;
- Proposal to the General Assembly for suspension of all or part of the Project;
- Proposal to the General Assembly for termination of the Project and the Grant Agreement;
- Quarterly decisions on out-payment of project funds to participating teams as described in Article 5.2.3 of the Grant Agreement;
- Authorisation of the Project Coordinator to represent the PMB on specific project-related matters.

The following Technical Decisions can be taken by the Project Management Board:

- Ratification of proposed changes concerning WP leaders and key-experts;
- Adjustment of Project timelines;
- Approval of Project deliverables submitted by Parties; and
- any other non-structural decisions.

3.7.3. Project Management Board sessions

The Project Management Board shall hold its sessions at least quarterly, either in person, by telephone conference or as an electronic discussion, whichever meeting forum is deemed most appropriate by the majority of the PMB members.

The PMB meetings must be announced at least one month in advance alongside with the suggested agenda. Documents or drafts that need to be considered at this session must be circulated at least one week in advance.

If a PMB member cannot personally take part in the meeting he or she can either:

- ⇒ authorize a representative to participate in the discussion and to vote on his or her behalf; or
- ⇒ vote in electronic form (by e-mail or using the Project's web-site interactive forums).

3.7.4. Project Management Board decision making and voting rules

The PMB will make every effort to take decisions based on consensus. In the event of a split decision, full voting transparency is to be assured in the voting protocols in accordance with official Consortium documents, i.e. open voting procedures where the PMB members name shall be visible in relation to the vote(s) cast by them.

Each PMB member may initiate a consortium discussion and PMB voting, or suggest holding a meeting of the PMB.

The following rules shall apply for PMB decision-making:

- Each PMB member has one vote, which may be submitted through a proxy, regardless of whether the voting is in writing or in person;
- For Structural Decisions, at least two-thirds of votes of all PMB members are required;
- For Technical Decisions, a simple majority (50% of all PMB members plus one vote) is sufficient; and
- In certain cases when a PMB member supposes that a Party is unreasonable harmed by a suggested decision, he or she can exercise a veto right.
- Representatives of a Defaulting Party may not vote.

3.7.5. Decision making in Technical Committees

Each of these groups shall make their decisions by the simple majority of votes of their members and report them to the Project Management Board.

3.7.6. Minutes of meetings and voting protocols

The chair of a Technical Committee will produce and circulate minutes of each meeting, including the voting protocols, which shall be the formal record of all decisions taken.

The minutes shall be considered as accepted if, within 15 calendar days from sending or publishing on the Project's web-portal, no Member has objected in writing to the chair with respect to the accuracy or completeness of the draft of the minutes.

The chair will send the accepted minutes to all the Members of the PMB and to the Coordinator, who shall archive them. If requested, the Coordinator will provide authenticated duplicates to Parties.

3.8. Ad-hoc project reporting

In addition to the compulsory interim and periodic reports that must be submitted in accordance with Project reporting deadlines to the European Commission, the PMB may require Parties to submit ad-hoc financial and scientific reports in a form similar to that required for formal Progress Reports, at times to be determined by the PMB.

It is assumed however that such requests should be limited and being reasonable and proportionate and be in accordance with the Grant Agreement.

4. Consortium composition and disputes between the Parties

4.1. General Rule in Cases of Reduction of Consortium

Subject to the provisions of this Chapter 4, neither the exclusion nor withdrawal of a Party nor a Party's refusal to sign this Consortium Agreement shall automatically lead to the termination of this Consortium Agreement as a whole. Instead, any reduction(s) to the number of Parties to the Consortium will be followed by new negotiations and the gap will be filled either by means of a redistribution of the workload to one or several of the other Parties or by means of the accession of a new Party.

4.2. Default and Remedies

4.2.1. Bankruptcy or liquidation of a Party

In the event that any Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, the other Parties shall, subject to approval by the Commission, be entitled to take over the fulfilment of that Party's obligations. In such event all rights and obligations under this Agreement shall, in good faith, be re-distributed to the remaining Parties on the basis of the work performed by the affected Party prior to the occurrence of the above circumstances.

4.2.2. Party in breach of its obligations

In the event of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, the Project Coordinator shall give a written notice requiring that such breach be remedied within 30 calendar days.

Where a breach is irremediable or not remedied within 30 calendar days, the PMB may decide raising the related issue at the level of the General Assembly and suggest declaring the Party concerned to be a Defaulting Party and may decide to terminate the Defaulting Party's Participation in the Project. In such a case, the Project Coordinator shall give the Defaulting Party a termination notice of 30 days.

4.2.3. Specific rules of the termination of party's participation

In the event of termination,

- (i) the Defaulting Party shall continue to be bound by any obligation of confidentiality contained in this Agreement;
- (ii) the work of the Defaulting Party shall be assigned to another Party or institution chosen by other Parties, and acceptable to the Commission; which agrees to be bound by the terms of this Consortium Agreement. While the inclusion of new Parties is a possibility for the purposes of redistributing the work of the Defaulting Party, preference shall be granted to the assignment of the work to one or more of the remaining Parties.
- (iii) The Defaulting Party shall
 - (a) assume all reasonable direct cost increases (if any) resulting from the assign-

ment referred to in Clause 4.2.4 (ii) of this Consortium Agreement in comparison with the costs of the work of the defaulting Party as specified in the Grant Agreement; and

(b) be liable for any resulting additional direct costs caused to the other Parties, up to a total amount which, together with any liability to the Commission under Clause 7.6 of this Consortium Agreement, shall not exceed the total maximum limit of liability specified in said article. Accordingly, any excess amounts shall be shared between the Parties (including the Defaulting Party) proportionally to their respective shares in the project at the time of exclusion of the Defaulting Party.

4.3. Other Exclusions of a Party / Right to Withdraw

The provisions of Article 4.2 shall also apply in the event that a Party decides to withdraw from the Project or to otherwise request the termination of its participation in the Grant Agreement having obtained, firstly, the prior written consent of the other Parties in the General Assembly (such consent not to be unreasonably withheld) and, secondly, the consent of the Commission.

4.4. Inclusion of New Parties

In accordance with Article (iii) of this Consortium Agreement, the General Assembly may decide upon the accession or not of a new organisation into the Consortium on the basis of a proposal from the Coordinator. The new organisation shall become a Party once the Accession Agreement has been signed by its Legal Representative.

4.5. Settlement of Disputes

This Consortium Agreement and all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of the Grant Agreement.

If a Party wishes to appeal, an alleged serious infringement of its legitimate interests caused by, a decision of the Project Management Board that Party may appeal to the General Assembly for reconsideration of the relevant decision.

The Party shall send the appeal in writing to the Coordinator and forward it to the Management Board. The Project Management Board will promptly reconsider the issue and the Parties agree to use their reasonable endeavors to amicably settle any dispute arising among them in relation to the implementation of this Consortium Agreement and/or of the Grant Agreement. For such purpose, they will submit the dispute to the appropriate Consortium Body. If an amicable settlement cannot be reached within a period of 6 weeks, any dispute arising out of or in connection with the Consortium Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.”

The place of arbitration shall be Brussels if not otherwise agreed by the Parties in dispute. The language to be used in the arbitral proceedings shall be English.

The outcome of the arbitration will be final and binding upon the Parties.

5. Financial Provisions

5.1. General Principles

5.1.1. Main budgetary principles of the project

The Parties agree the following main principles with regard to the Project budget:

- (i) Each Party is entitled to funding of its costs for its tasks as accounted to and approved by the Commission and specified in the Estimated Budget for the Action (Annex 2 to the Grant Agreement).
- (ii) Individual budget shares of the Project Parties may be re-distributed among the Consortium members, subject to a decision of the General Assembly (Article 3.7.1). The Project Coordinator shall ensure the Consortium Plan (Annex A) and Consortium Budget (Annex B) are changed accordingly (periodically updated and adjusted).
- (iii) Each Party shall ensure that their share of the Project budget are spent and reported in full compliance with the H2020 rules, including if required the eventual re-allocation of funds between particular Project activities and work packages within the upper limit of the Party's related budget.
- (iv) In the case of the withdrawal or expulsion of a Party from the Consortium, its budget share shall be re-distributed to the Party or Parties taking over responsibility for the tasks and deliverables of the leaving Party.
- (v) If a Party leaves the Project (Withdrawing Party), it is entitled to compensation for its contribution to the project as approved by the Commission. If the sum of the project funds advanced to this Party exceeds the agreed compensation, this Party must pay the difference back to the Project, by transferring the due amount to the account of the Project Coordinator.
- (vi) One of the basic principles of H2020 projects is the principle of non-profit operation, as stipulated by Article 5.3.3 of the Grant Agreement.

5.1.2. Structure of the SPOT budget

The Consortium Budget is designed in accordance with the GA terms and conditions and the H2020 rules of participation. All resources made available to and used in the Project shall be valued in accordance with the usual accounting and management Principles and practices of the respective Parties.

5.1.3. Project's centralized reserve funds

The project's disposable reserve funds are set up in the budget of Project Coordinator provisionally marked up as subcontracting costs, as indicated in Annex B. These reserve funds are earmarked for additional and/or unforeseen expenses for Project dissemination activities and other ad-hoc expenses that may become necessary for the successful Project implementation.

These funds can be reallocated to the budgets of other participating teams or spent by the Coordinator for other common Project-related eventualities. In either case, the decision regarding the expenditure of these funds is made solely by the General Assembly.

5.1.4. Justifying costs

In accordance with its own standard accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project when reporting to the European Commission. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs by a Party to the European Commission.

Modifications of the budget structure of a team within the total allocated amount are possible in accordance with the main budgetary principles of the Project (Article 5.1.1).

5.1.5. Financial consequences of leaving the Consortium

A Defaulting Party leaving the Consortium shall refund all advances received by it except the amount of expended eligible costs (i.e. EU Contribution) accepted by the European Commission. The refund payment will be made to the bank account of the Project Coordinator.



5.2. Project payments (financial plan)

5.2.1. General rules for project payments

The Coordinator shall receive all payments made by the European Commission and will promptly transfer, in accordance with the Grant Agreement and this Consortium Agreement, the appropriate sums to the respective Parties.

Only Parties that have legally executed this Consortium Agreement can receive project payments.

5.2.2. Expected payments from the European Commission

It is expected that Project funds will be transferred from the European Commission in three instalments:

- (a) Advanced funds worth of 80% of the total Project budget, available from the starting month of the Project implementation, of which 5% will be retained by the Commission into the Guarantee Fund (Grant Agreement, Article 21.2);
- (b) Interim payment after the first reporting period (up to 10% of the total project budget), available not earlier than by month 20 of Project implementation (Grant Agreement Article 21.3.2);
- (c) Final payment of at least 5% of the total project budget, available not earlier than 2 months after the submission of Project's final report.

5.2.3. Incremental transfers of Project funds to Project Parties

In order to secure an effective performance-based financial management of the Consortium, the rules and rates will apply that are set up in Annex A and Annex B to the Consortium Agreement. In particular, the following rules will be applied for the transfers of Project funds to the participating teams:

- (i) An advance payment of 15% of respective teams' budgets will be transferred to their bank accounts during the first month of Project implementation, as soon as the Coordinator receive money from EC, but not later than ten working days since the money get credited to the account of the Coordinator.
- (ii) Further payments will be made by the Project Coordinator incrementally, twice per year, commensurate with the work performed and the due deliverables submitted, will be based on the respective decision of the Project Management Board and documented in the regularly updated Annex A and Annex B to the Consortium Agreement for each work package and for each partner.
- (iii) The final payment will be made within 10 working days upon the receipt of the final instalment of Project funds from the European Commission.

Annex B to the Consortium Agreement details the Project's current payment profile and shall be updated quarterly.

5.2.4. Specific duties of the Project Coordinator

Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- promptly notify the Party concerned of the date and composition of the sum 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;
- keep the Commission's financial contribution to the Project separate from its normal business accounts, its own assets and property.

The Coordinator is entitled to withhold any advance payment due to a Party identified by the Project Management Board to be in breach of its obligations under this Consortium Agreement or the EC-GA.

The Coordinator is entitled to claim recovery of any payments already paid to a Defaulting Party on behalf of the Consortium.

6. Provisions regarding Intellectual Property Rights (IPR), Dissemination and Use

6.1. Ownership and Access to Background IPR

6.1.1. General rule with regard to background IPR

Background IP shall remain the sole property of the Party introducing the same. Nothing in this Agreement shall affect ownership of Background IP. Each Party grants the other Parties a royalty-free non-commercial licence to use the Background IP as is reasonably required for the implementation of the Project only.

6.1.2. Specific rule with regard to background IPR

No Background, Software or Intellectual Property Rights of a Party is included for purposes of Access Rights at the Effective Date, and none is included thereafter without the express prior written agreement of the related Party. In all cases the Party hereby excludes the following Intellectual Property Rights, information and Background from its obligation to grant Access Rights hereunder:

- (i) Intellectual Property Rights, information, Background and/or Software, developed by personnel, scientists or students of the Party not participating in the Project;
- (ii) Intellectual Property Rights, information, Background and/or Software developed by personnel, scientists or students of the Party participating in the Project which is outside the scope of the work of the Project;

6.2. Results of the Project

6.2.1. Ownership of Results

Results are owned by the Party that generates them.

6.2.2. Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Where Results are generated from work carried out jointly by two or more Parties and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of this Results.

The joint owners shall, especially before any commercial Exploitation, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting and exploiting such jointly owned Result on a case by case basis.

Anyhow, the relative benefits must be fairly calculated according to the respective share of the work of each co-owner (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.).

Unless otherwise agreed and where no joint ownership agreement has yet been concluded:

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

6.3. Publication of Results by the Authors and Corresponding Duty of Participating Researchers

6.3.1. General rules for the publication of results

- (i) 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 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.
- (ii) An objection is justified if
 - (a) the protection of the objecting Party's Results or Background would be adversely affected
 - (b) the objecting Party's legitimate interests in relation to the 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.
- (iii) 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.
- (iv) 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.
- (v) **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.
- (vi) **Cooperation obligations**

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

6.3.2. Acknowledgment note

The Publishing Party shall acknowledge the contribution of the other Parties. Any Publication relating to the Project shall insert an ACKNOWLEDGEMENT NOTE as exemplified below. A full or short version of this note can be used as appropriate.

Full version:

This information/data/report used in this paper (article, poster etc.) was generated from the international research project Social and innovative Platform On cultural Tourism and its potential towards deepening Europeanisation (SPOT, www.SPOTprojectH2020.eu) funded by the European Commission under the H2020 Programme (Grant Agreement # 870644). The Consortium consists of 15 partners and is co-ordinated by the Mendel University in Brno. The project partners and Principal Investigators (PI) are: Mendel University in Brno (the Czech Republic), PI Prof. Milada Šťastná; Bar-Ilan University (Israel), PI Prof. Michael Sofer; Institute of Geography, Romanian Academy (Romania), PI Dr. Bianca Mitrica; Leibniz Institute of Ecological Urban and Regional Development (Germany), PI Dr. Peter Wirth; Centre for Economic and Regional Studies, Hungarian Academy of Sciences (Hungary), PI Prof. Tamas Hardi; Wageningen Environmental Research (the Netherlands), PI Dr. Bas Pedrol; Tallinn University (Estonia), PI Prof. Hannes Palang; University of Graz (Austria), PI Prof. Wolfgang Fischer; University of Aberdeen (the United Kingdom), PI Prof. Claire Wallace; The University of the Aegean (Greece), PI Prof. Theano S. Terkenli; Universitat de Barcelona (Spain), PI Prof. Montserrat Pareja-Eastaway; University of Verona (Italy), PI Prof. Lorenzo Migliorati; Uniwersytet Wrocławski (Poland), PI Prof. Sylwia Dolzblasz; University of Ljubljana (Slovenia), PI Prof. Naja Marot; Univerzita Konštantína Filozofa v Nitre (the Slovak Republic), PI Dr. Hilda Kramáreková.

Short version:

The study was realized thanks to the international research project Social and innovative Platform On cultural Tourism and its potential towards deepening Europeanisation (SPOT, www.SPOTprojectH2020.eu) funded by the European Commission H2020 Programme under Grant Agreement number: 870644.

6.4. Authorship Attribution

The authorship of Project deliverables is attributable to all the involved Parties. It should be referred to as such. The authorship of the various Project reports is subject to negotiation between the Parties responsible for respective Work Packages, but the authorship should be made clear on the final published document. The authorship of the Final Report is attributable to all the involved Parties.

6.5. Record of publications arising from the SPOT project

Every publication produced by a Project Party within the frameworks of this Project and which publication uses the data or reports generated by the Project, must be reported to the Project Coordinator for the purposes of archiving and public reporting.

7. Liabilities and responsibilities of each Party

7.1. General Principles

Each Party is responsible for its own appropriate insurance coverage according to the applicable law in its country of establishment including social security law and accident at work and occupational diseases regulations. Each Party is liable for any damage caused by its own personnel.

Personnel employed for the Project will in no way be considered to be personnel employed by the Coordinator or by the European Commission, even if they are financed exclusively with funds from the European Commission and/or on the basis of a subvention with the European Commission.

Each Party's aggregate liability towards the other Parties is limited to that Party's share.

7.2. Exclusion of Indirect Damages

In respect of any information or materials (incl. Foreground and Background IP) 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 Affiliates or associates) exercising its Access Rights.

7.3. Limitations of contractual liability

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

7.4. Liability toward 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 Foreground or Background.

7.5. Liability for Subcontractors

Each Party shall remain fully responsible for the performance of any part of its work package, or for the performance of its obligations under the Grant Agreement by any subcontractor, provided that the appointment of a subcontractor shall be approved by the Project Management Board. Therefore, said Party shall ensure that such subcontracts fully comply with the requirements of the Grant Agreement.

7.6. Liability toward the Commission

Notwithstanding any joint and several liabilities of the Parties which may exist towards the Commission, each Party shall be liable towards the Coordinator and or the other Parties for any losses or damages which the Coordinator or other Parties suffer or incur arising as a consequence of the performance or non-performance of the Party's obligations under this Consortium Agreement or the use of the funds by the Party.

Accordingly, should the Commission claim any reimbursement, indemnity or payment from one or more Parties, the Parties agree that each Party whose default contributed to the claim shall reimburse the Coordinator on behalf of the Parties on demand for such loss and/or liability provided that the Party's aggregate liability under this Agreement shall be limited to an amount equal to the sums payable to that Party under this Agreement.

7.7. Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any *Force Majeure* as soon as possible. If the consequences of *Force Majeure* for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

8. Entire Agreement – Amendments / Severability

8.1. General provisions

This Consortium Agreement including all its Annexes and the Grant Agreement constitute the entire agreement between the Parties in respect to the Project, and supersede all previous negotiations, commitments and writings concerning the Project.

Amendments or changes to this Consortium Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Parties.

If one or more of the provisions contained in this Consortium Agreement or any documents executed in connection herewith are found by the Commission or a competent court or authority to be invalid, illegal or unenforceable in any respect under any relevant applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, provided that in such a case the Parties oblige themselves to use all reasonable effort to negotiate a new legally valid stipulation that mostly fulfils the purpose of the invalid or impracticable provision.

8.2. Number of copies, languages and signature process of the Consortium Agreement

This CA will be drafted and distributed among all Parties and shall be negotiated solely in English.

The final agreed Consortium Agreement shall be executed (authorised) by each Project Party, first by the Team Leaders (Article 9) and second, by the Legal Representatives of respective institutions (Article 10).

This Consortium Agreement shall be executed by each Party in two original copies, all of which together shall constitute one and the same instrument. The Coordinator and every Party shall sign two counterparts.

8.3. Modifications of and amendments to the Consortium Agreement

This Consortium Agreement may be amended and modified at any time. The procedure can be initiated by any Project Party by a valid application to the Project Management Board. The PMB may agree or disagree with the suggested modifications following the procedures described in Article 3.7 above. If PMB supports the suggested modification, the new edition of the CA shall be produced and circulated among the Project Parties for official authorization (execution).

The following types of modifications are permitted (although the list is non-exclusive):

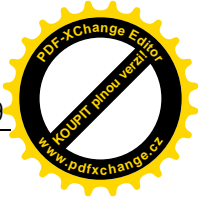
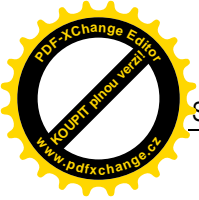
- voluntary withdrawal of a Party from the CA (assumes also the exclusion of this Party from the GA);
- expulsion of a Party from the CA by the decision of the Project Management Board (assumes also the exclusion of this Party from the GA);
- inclusion of a new Party into the CA (assumes also an amendment to the GA);
- revision of important provisions of this CA.

8.4. Survival of rights and obligations

The provisions relating to Access Rights, Confidentiality, Liability, Applicable law (Belgian law) and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement as agreed in respective articles.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Project Management Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

End of the core text of the SPOT Project Consortium Agreement



List of Annexes

Annex A:

Consortium Plan and Progress Monitoring (division of labour per scheduled deliverables)
[attached]

Annex B:

Consortium Budget Execution [attached]

Annex C:

Personal Composition of Steering Bodies [attached]