**ESPERANTO CONSORTIUM AGREEMENT**

« **Exchanges for SPEech ReseArch aNd TechnOlogies** »

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on **1st January 2021** hereinafter referred to as the Effective Date.

**BETWEEN:**

1. ‘the Coordinator ’:

UNIVERSITE DU MANS (UM), a Scientific, Cultural and Professional Public Establishment established in Avenue Olivier Messiaen, Le Mans 72000, FRANCE, FR66197209166, acting on behalf of the Laboratoire d'Informatique de l'Université du Mans (*LIUM* – *EA* 4023)

1. LABORATOIRE NATIONAL DE METROLOGIE ET D'ESSAIS
2. VYSOKE UCENI TECHNICKE V BRNE (BUT), a Public University establisahed in Antonínská 548/1, Brno, 602 00 Czech Republic
3. UNIVERSIDAD DE ZARAGOZA, a Public University established in Calle Pedro Cerbuna 12, Zaragoza 50.008 Spain
4. UNIVERSITE GRENOBLE ALPES, established in 621, AVENUE CENTRALE SAINT MARTIN D'HERES 38401 France represented by his president Yassine LAKHNECH, acting in the name and behalf of Laboratoire Informatique de Grenoble (LIG – UMR5217), directed by Eric GAUSSIER

hereinafter referred to as “UGA”

1. AVIGNON UNIVERSITE : a scientific, Cultural and Professional Public Establishment established in 74 rue Louis Pasteur 84029 AVIGNON, France, represented by the president Philippe ELLERKAMP Avignon Université acting in the name and behalf of Laboratoire Informatique d’Avignon (LIA-EA 4128), directed by Yannick ESTEVE
2. UNIVERSITY OF SHEFFIELD of Western Bank, Sheffield, S10 2TN
3. Allo-Media, a French société par actions simplifiée with a registered capital of EUR 1,117,110, having its registered office at 32, rue de la Bienfaisance – 75008 PARIS, registered with the registry of commerce and companies of Paris under number 531 163 210, represented by Mr. Anthony ROUSSEAU, acting in his capacity as R&D Director,
4. ELYADATA, a company located Jardins de Carthage, Tunis, Tunisia
5. OMILIA LTD, a private company located in 7 Fragoklisias Str, Marousi, Athens 15125, Greece
6. PHONEXIA SRO, having its registered office at Chaloupkova 3002/1A, 612 00, Brno, Czech Republic, represented by Michal Hrabi, CEO.

Hereinafter, jointly or individually, referred to as “**Beneficiaries**” or “**Beneficiary**”

AND

1. UNIVERSITY OF YAOUNDE (UY I), a scientific and cultural public establishment endowed with legal personality and financial autonomy and located in the city of Yaounde-Cameroon, acting on behalf of the research team IDASCO (Informatique Distribuée Appliquée aux Systèmes Complexes) of the Department of Computer Science of the Faculty of Science.
2. CONSEJO NACIONAL DE INVESTIGACIONES CIENTIFICAS Y TECNICAS (CONICET)
3. UNIVERSIDAD DE CHILE, a public university endowed with legal personality and financial autonomy and located in the city of Santiago, Chile, acting on behalf of the research team of the Department of Electrical Engineering of the Faculty of Physical and Mathematical Sciences.
4. CENTRO DE APLICACIONES DE TECNOLOGÍAS DE AVANZADA (CENATAV)
5. UNIVERSITI MALAYSIA SARAWAK, the eighth public university in Malaysia, situated at Kota Samarahan, 94300, SARAWAK, Malaysia, represented by the Vice Chancellor Professor Dr Mohamad Kadim bin Suaidi, acting on behalf of the Faculty of Computer Science and Information Technology
6. UNIVERSITI SAINS MALAYSIA, a Malaysian public university established under the Universities and University Colleges Act 1971, and having an address at 11800 USM, Penang, Malaysia.
7. JOHNS HOPKINS UNIVERSITY
8. MILA

Hereinafter, jointly or individually, referred to as “**Partner Organisations**” or “**Partner Organisation**”

Beneficiaries and Partner Organisations are hereinafter, jointly or individually, referred to as “**Parties**” or “**Party**”

Relating to the Action entitled:

**Exchanges for SPEech ReseArch aNd TechnOlogies**

in short: **ESPERANTO**

Hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter “**Grant Agreement**”).

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**SECTION 1: DEFINITIONS**

**1.1 Definitions**

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

**1.2 Additional Definitions**

“Consortium Plan” means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

“Beneficiary” means an organisation that is a signatory of the Grant Agreement and receives funding from the Funding Authority for the realization of the Project.

"Funding Authority" means the body awarding the grant for the Project.

“Defaulting Party” means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Needed” means:

For the implementation of the Project: Access Rights are needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

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

“Partner Organisation” means an organisation that is not signatory of the Grant Agreement and is associated with the realization of the Project.

“Secondment” means a period during which a staff member is hosted by a Party other than his/her employing entity. Secondments are detailed in Section 5 of the Annex I to the Grant Agreement.

“Software” means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

# SECTION 2: PURPOSE

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organization of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights 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 of this Consortium Agreement by a duly authorized representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

An entity becomes a Party to the Consortium Agreement upon signature of the Accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

**3.2 Duration and termination**

This Consortium Agreement is effective as of the Effective Date and shall continue in full force and effect until complete fulfillment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement and at the latest, for a period of four years following the Effective Date.

The Beneficiaries hereby agree to disclose the Grant Agreement to the Partner Organisations.

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

If the Grant Agreement,

- is not signed by the Funding Authority or a Party, or

- is terminated,

- or if a Party's participation in the Grant Agreement is terminated,

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

**3.3 Survival of rights and obligations**

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

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

# SECTION 4: RESPONSIBILITIES OF PARTIES

**4.1 General principles**

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfill, promptly and on time, all of its obligations under the Grant Agreement as applicable and this Consortium Agreement as may be reasonably required from it and in a manner of good faith.

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.

**4.2 Breach**

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

If such breach is substantial and is not remedied within such 30 calendar day period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include reallocation of tasks or the termination of its participation.

**4.3 Involvement of third parties**

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

**4.4 Obligations during Secondments**

In case of a Secondment in relation to this Project, the respective Parties shall agree on a Secondment agreement similar to the non-compulsory template attached hereto as Attachment 5.

During a period of Secondment to a Party, the seconded person shall remain employed by the Party by which he/she was recruited.

Except as otherwise set out, the Party employing the seconded person shall be solely responsible for the fulfillment towards this person of the obligations of Parties set out in Article 32 of the Grant Agreement.

The Party hosting the secondee shall have no obligation or liability to the employing Party or to the seconded person for any of the conditions set out in Article 32 of the Grant Agreement, including but not limited to liability to the employing Party or to the secondee for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

The Party hosting the seconded person shall communicate to and instruct the seconded person in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the seconded person enjoys at the place of Secondment at least the same reasonable standards and working conditions as those applicable to local persons holding a similar position with the hosting Party.

As soon as reasonably possible following the seconded person’s arrival at the Host Party, the latter shall provide the employing Party with a certificate stating the date of arrival of said seconded person and the provisional dates of stay. Following the seconded person’s departure, the Host Party shall provide as soon as reasonably possible the employing Party with a certificate stating the actual date of leave of the seconded person.

**4.5 Personal data**

Personal Data and Process shall have the meaning set forth in regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (“GDPR”).

The Parties shall not, in the framework of the Project, Process Personal Data if and to the extent two or more Parties are joint controllers (as defined in Article 26 of GDPR) without separate arrangement accepted by the Parties in writing for such purpose, except for the strictly necessary Personal Data of persons participating in the Project or conclusion of this Consortium Agreement. In any case, a recipient is required to comply, to the extent applicable, with regulations such as the EU Regulation (EU) 2016/679 on General Data Protection Regulation.

# SECTION 5: LIABILITY TOWARDS EACH OTHER

**5.1 No warranties**

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

Therefore,

* the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
* no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

**5.2 Limitations of contractual liability**

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, loss of turnover, income, business, goodwill and opportunity or loss of or damage to reputation or to data, no matter how arising provided such damage was not caused by a willful act.

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

**5.3 Damage caused to third parties**

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

**5.4 Force Majeure**

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure. “Force Majeure” means anything affecting a Party and preventing the fulfillment of its obligations under the Agreement that (i) could not be reasonably foreseen when concluding the Agreement, (ii) that is outside that Party's reasonable control and (iii) which cannot reasonably be overcome by that Party.

Each Party will notify the competent Consortium Bodies in writing of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such written notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies. To the extent possible, all parties shall use their reasonable endeavors to minimize the effects of any Force Majeure.

# SECTION 6: GOVERNANCE STRUCTURE

**6.1. General structure**

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

* General Assembly as the ultimate decision-making body of the consortium,
* Project Management Board as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly.

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

**6.2. General operational procedures for all Consortium Bodies**

6.2.1. Representation in meetings

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

- should be present or represented at any meeting;

- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

6.2.2. Preparation and organisation of meetings

6.2.2.1. Convening meetings

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

|  |  |  |
| --- | --- | --- |
|   | Ordinary meeting | Extraordinary meeting |
| General Assembly | 3 meetings for the duration of the Project | At any time upon written request of the Project Management or 1/3 of the Members of the General Assembly |
| Project Management Board | At least every 6 months (possibly through video conference) | At any time upon written request of any Member of the Project Management  |

6.2.2.2. Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

|  |  |  |
| --- | --- | --- |
|  | Ordinary meeting | Extraordinary meeting |
| General Assembly | 45 calendar days | 15 calendar days |
| Project Management Board | 14 calendar days |  7 calendar days |

6.2.2.3. Sending the agenda

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

|  |  |
| --- | --- |
| General Assembly | 21 calendar days, 10 calendar days for an extraordinary meeting |
| Project Management Board |  7 calendar days  |

6.2.2.4. Adding agenda items:

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

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

|  |  |
| --- | --- |
| General Assembly | 14 calendar days, 7 calendar days for an extraordinary meeting  |
| Project Management Board |  2 calendar days  |

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

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

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

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

6.2.3. Voting rules and quorum

6.2.3.1. Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

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

6.2.3.3. A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4. Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4. Veto rights

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

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

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

6.2.4.4. When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

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

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

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

6.2.5. Minutes of meetings

6.2.5.1. The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 15 calendar days of the meeting.

6.2.5.2. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

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

**6.3. Specific operational procedures for the Consortium Bodies**

6.3.1. General Assembly

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

6.3.1.1. Members

6.3.1.1.1. The General Assembly shall consist of one representative of each Party.

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

6.3.1.1.3. The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4. The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2. Decisions

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority

- Changes to the Consortium Plan

- Modifications to Attachment 1 (Background Included)

- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)

- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party

- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement

- Declaration of a Party to be a Defaulting Party

- Remedies to be performed by a Defaulting Party

- Termination of a Defaulting Party’s participation in the consortium and measures relating thereto

- Proposal to the Funding Authority for a change of the Coordinator

- Proposal to the Funding Authority for suspension of all or part of the Project

- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

On the basis of the Grant Agreement, the appointment if necessary of new Project Management Board Members.

6.3.2. Project Management Board

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

6.3.2.1. Members

The Project Management Board shall consist of the Coordinator and the Work package Leaders and co-leaders.

The Coordinator shall chair all meetings of the Project Management Board, unless decided otherwise by a majority of two-thirds.

6.3.2.2. Minutes of meetings

Minutes of Project Management Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3. Tasks

The Project Management Board shall:

* prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2
* seek a consensus among the Parties
* be responsible for the proper execution and implementation of the decisions of the General Assembly
* monitor the effective and efficient implementation of the Project
* collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.4 The Project Management Board shall:

- support the Coordinator in preparing data and deliverables for the Funding Authority and in preparing related meetings

- establish an active and continuous communication and exchange of best practice among the Parties involved in the Project to maximise the benefits of the partnership

- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

- oversee the quality and quantity of supervision of the seconded persons

-review the training and research plan every 6 months

- evaluate and explore possible Intellectual Property commercial exploitation,

- set procedures to deal with cases of scientific misconduct

In the case of abolished tasks as a result of a decision of the General Assembly, the Project Management Board shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.3 Coordinator

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

6.3.3.2. In particular, the Coordinator shall be responsible for:

 - monitoring compliance by the Parties with their obligations

- keeping the address list of Members and other contact persons updated and available

- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority

- transmitting documents and information connected with the Project to any other Parties concerned

- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3

- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other Parties’ project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.3.3.3. If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

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

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

# SECTION 7: FINANCIAL PROVISIONS

**7.1 General Principles**

7.1.1 Distribution of Financial Contribution

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

* the Consortium Plan
* the approval of reports by the Funding Authority, and
* the provisions of payment in Section 7.3.

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

A Partner Organisation shall have no entitlement to any portion of the financial contribution provided by the Funding Authority unless as provided for in the following provisions and as separately agreed in writing between a Beneficiary and a Partner Organisation.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

Upon decision of the General Assembly the EU contribution might be re-distributed among the Parties as per Article 6.3.1.2 and upon approval of the Funding Authority.

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

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

**7.2 Budgeting**

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

The grant reimburses 100 % of the action’s eligible costs. For each month of eligible Secondment, a Beneficiary is entitled to:

* 2100 € for staff member costs (top-up allowance to the researcher)
* 1800€ for research, training and networking costs, and
* 700€ for management and indirect costs.

Only the following Secondments are eligible for funding:

* Secondments between an academic Beneficiary to a non-academic Beneficiary and vice versa;
* Secondments from a Beneficiary to a Partner Organisation;
* Secondments from a Partner Organisation located in a Third Country to a Beneficiary, on the condition that the Third Country is eligible for funding, as specified in Annex A to the Work Programme. As such, Secondments from the USA, Canada and Australia are not eligible for funding.

7.2.1 Staff member costs

For eligible Secondments, all staff member costs attached to such eligible Secondments will be transferred by the concerned Beneficiary to the Secondee, either through direct instalments, reimbursement of travel and subsistence costs or a mix of both as deemed appropriate by the Beneficiary.

In exceptional cases, the staff member costs may be transferred to the Secondee through its employing Party. Such exceptional cases shall be discussed preliminary with and agreed by the Coordinator. The employing Party should provide a proof of transfer of the staff member costs to the Beneficiary hosting the secondment.

7.2.2 Research, training and networking reallocation of resources

The Parties agree that in the case of outgoing Secondment from a Beneficiary to another Party, the Beneficiary will transfer its eligible Research and Training costs allocated to the Party hosting the secondee (hereafter “the Host organisation”) as follows:

First, **sixty percent (60%)** of the total cost of the Secondment will be transferred by the Beneficiary to the Host organisation when the secondee has booked his flights to visit the Host organisation. The secondee provides a copy of his flight booking to the Host organisation; the Host organisation then sends an invoice to the Beneficiary.

The remaining **forty percent (40%)** will be transferred by the Beneficiary to the Host organisation after completion of the Secondment and after receipt of an invoice from the Host organisation. In case a Beneficiary considers that the Host organisation does not actively contribute to ensuring the implementation of the planned research experiments (e.g. lack of consumables, non-availability of the lab), the Beneficiary may request to withhold part of the 40%. The case will be presented to the Project Management Board, excluding the Parties involved in the case. The Project Management Board will decide if withholding part of the 40% is justified and how much should be withheld by the Beneficiary.

The Parties involved in a Secondment may convene otherwise on financial terms if they both agree, provided however that they inform beforehand the Coordinator in writing. In the case of JHU, any invoices sent to a Beneficiary for payment in relation to JHU being a Host organization under this Project shall be in U.S. Dollars. In return, any payments made by a Beneficiary to JHU in relation to such invoice shall be paid in U.S. Dollars.

7.2.3 Reallocation of Management and indirect costs

The Coordinator will recruit an engineer expert in the management of European projects to help and support the Coordinator and the Workpackage leaders with the management and the organization of the networking activities of the Project.

As regards the costs for the organisation of three onsite meetings of the General Assembly (kick-off meeting, mid-term review meeting and final meeting), each Beneficiary will cover the costs of its staff members, as well as its hosted secondees at that time. In addition, in case previous secondees from Partner Organisations wish to attend a meeting, they shall apply sufficiently in advance to the Beneficiary hosting institution(s) which has/have hosted them. The latter shall do their best efforts to respond positively to such request, and in any case, to provide a feedback to the secondee as soon as possible. In case of a secondee having undertaken several secondments, the associated costs shall be equally divided between the concerned Beneficiaries, unless otherwise agreed between them. In addition, upon reasonable request and within the limits of the Management Budget, the Coordinator shall cover the costs for Partner Organisations non-eligible for funding of secondment (e.g. JHU, MILA). For information, such costs shall include reasonable travel and accommodation costs for one person per Partner Organisation.

In order to finance the above-mentioned expenses (hereinafter “**Management Budget**”), the Beneficiaries have decided that they will contribute to these costs on a pro rata basis from each Beneficiary’s Project budget. Each Beneficiary’s contribution will be retained by the Coordinator from Beneficiaries’ budgets under category “Management and indirect costs”. Such contributions shall be due as a lump sum, not subject to review unless otherwise agreed between the Parties. At time of signature, the Coordinator anticipates that 50% of the Beneficiaries ‘B.2 Management and Indirect costs’ will be retained, for an estimated budget of 90 650€. Any additional B.2 Management and Indirect Costs to be retained above 50% must be agreed unanimously by the General Assembly.

The Management Budget is managed by the Coordinator who shall report on the actual costs to the General Assembly at each meeting, for review and when deemed necessary to recalculate its reallocation between the Parties.

 **7.3 Payments**

7.3.1 Payments to Beneficiaries are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

* notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
* perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
* undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
* with reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2 The payment schedule

Funding of costs included in the Consortium Plan will be paid to Beneficiaries after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement.

Costs accepted by the Funding Authority will be paid to the Beneficiary concerned.

Payments due in accordance with this Section 7 shall be transferred by the Coordinator exclusive of bank transfer charges directly to the accounts of the Parties concerned. To this effect the Parties concerned shall notify to the Coordinator all necessary bank information as well as any modification thereof.

The Parties agree that the payment by the Coordinator will be distributed to the Beneficiaries pro rata to their needs for the realisation of the Project on each period as indicated in the table hereunder:

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

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

# SECTION 8: RESULTS

**8.0 Ownership of Results**

Unless otherwise agreed in the ad hoc Secondment agreements between the concerned Parties, results of the Project (“Results”) are owned by the Party that generates them.

**8.1 Joint ownership**

Unless otherwise agreed:

* 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.

**8.2 Transfer of Results**

8.2.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment 3 to this Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.2.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition of third Parties after signature of this Agreement requires a decision of the General Assembly.

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

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

**8.3 Dissemination**

8.3.1 Dissemination of own Results

8.3.1.1 During the Project and for a period of one year after the end of the Project, the dissemination of own Results of the Project 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 a planned publication which includes Results of the Project (this excludes short news items to be published on the website) shall be given to the other Parties, via an abstract, for review at least 14 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 7 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the sent proposed publication may proceed with publication.

8.3.1.2 An objection is justified if

(a) the publication contains the objecting Party’s Confidential Information; and/or

(b) any patentable information of the objecting Party is contained within the publication.

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

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

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 can proceed, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.3.2 Dissemination of another Party’s unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

## 8.3.5 Open access to scientific publications

## The Parties must ensure open access (free-of-charge online access for any user) to all peer-reviewed scientific publications relating to their Results. In particular, they must:

## as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications. Moreover, the Parties must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.

## ensure open access to the deposited publication —via the repository —at the latest:

## on publication, if an electronic version is available for free via the publisher, or

## within six months of publication (twelvemonths for publications in the social sciences and humanities) in any other case.

## ensure open access —via the repository —to the bibliographic metadata that identify the deposited publication.

## The bibliographic metadata must be in a standard format and must include all of the following:

## -the terms "Marie Skłodowska-Curie Actions";

## -the project name, acronym and grant number;

## -the publication date and, if applicable, length of embargo period;

## -a persistent identifier.

## 8.3.6 Information on EU funding —Obligation and right to use the EU emblem

## Unless the H2020 Research Executive Agency requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:

## display the EU emblem and

## include the following text:“This project has received funding from the European Union’s Horizon 2020 research and innovation programmeunder the Marie Skłodowska-Curie grant agreement No [number]”.

## When displayed together with another logo, the EU emblem must have appropriate prominence.

## For the purposes of their obligations under this Article, the Parties may use the EU emblem without first obtaining approval from the Agency. This does not however give them the right to exclusive use. Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

## 8.4 For the avoidance of doubt, nothing in this Section 8 has impact on the confidentiality obligations set out in Section 10.

# SECTION 9: ACCESS RIGHTS

**9.1 Background included**

9.1.1 In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 Any Party can propose to the General Assembly to modify its Background in Attachment 1.Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its actual Background in Attachment 1.

**9.2 General Principles**

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

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

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

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

9.2.6 All requests for Access Rights shall be made in writing.

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

9.2.7 The requesting Party must show that the Access Rights are Needed for the purposes of the Project.

**9.3 Access Rights for implementation**

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

**9.4 Access Rights for Exploitation**

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

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

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

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

**9.5 Access Rights for Affiliated Entities**

Affiliated Entities identified in Attachment 4 have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

**9.6 Additional Access Rights**

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement 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.

**9.7 Access Rights for Parties entering or leaving the consortium**

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

**9.8 Specific Provisions for Access Rights to Software**

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

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

# SECTION 10: NON-DISCLOSURE OF INFORMATION

**10.1** All non-public information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”. The Recipient shall have the right to decline to receive any Confidential Information from the Disclosing Party.

**10.2** The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the expiration or early termination of this Agreement (“Survival Period”):

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

Recipient shall not abide by further obligations of confidentiality following the completion of the Survival Period set forth hereunder.

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

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

* the Confidential Information is or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
* the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
* the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
* the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
* the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
* the Confidential Information was already known to the Recipient prior to disclosure and was not previously acquired from Disclosing Party under any obligation of confidentiality; or
* the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

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

* notify the Disclosing Party, and
* comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

# SECTION 11: MISCELLANEOUS

**11.1 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and

* Attachment 1 (Background included)
* Attachment 2 (Accession document)
* Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
* Attachment 4 (Identified Affiliated Entities)
* Attachment 5 (Template for Secondment Agreement)

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

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

**11.2 No representation, partnership or agency**

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

**11.3 Notices and other communication**

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorized representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfills the conditions of written form.

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

**11.4 Assignment and amendments**

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties’ prior formal approval in writing of such assignment or transfer.

Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed between all Parties.

**11.5 Mandatory national law**

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

**11.6 Language**

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

**11.7 Applicable law**

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

**11.8 Settlement of disputes**

The parties shall endeavor to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the respective representatives of each Party, as specified in Section 11.3, for mediation. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the Parties shall be free to resolve the dispute through any mechanism legally available. It is precised as regards UGA, that this is to the exclusion of any arbitration proceedings on its part or against it.

**11.9 Government Approvals and Licenses**

Notwithstanding anything contained in this Agreement to the contrary, the Parties agree that the successful completion of the Project under this Agreement is contingent upon each Party’s ability to procure any necessary governmental approvals and/or licenses to the extent necessary for such Party to perform under this Agreement.

# SECTION 12: SIGNATURES

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorized representatives, the day and year first above written.

For le Mans University,

Rachid EL GUERJOUMA, President

AS WITNESS:

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

For Avignon Université

Name: Philippe ELLERKAMP

Title: President

AS WITNESS:

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

For UNIVERSIDAD DE ZARAGOZA

Name: Blanca Ros Latienda

Title: Research Vicerector

AS WITNESS:

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

For Elyadata

Name: Salim Jouili

Title: CEO

AS WITNESS:

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

For Vysoké učení technické v Brně (BUT)

Name: prof. RNDr. Ing. Petr Štěpánek, CSc., dr.h.c.

Title: rector

AS WITNESS:

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

For Allo-Media

Name: Anthony ROUSSEAU

Title: R&D Director

AS WITNESS:

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

For Laboratoire National de Metrologie et d’Essais

Name: Maguelonne CHAMBON

Title: Research and Development Director

AS WITNESS:

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

For University of Sheffield

Name:

Title:

AS WITNESS:

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

For PHONEXIA SRO

Name: Michal Hrabi

Title: CEO

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorized representatives, the day and year first above written.

For OMILIA LTD

Name: Themos Stafylakis

Title: Head of Machine Learning and Voice Biometrics

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorized representatives, the day and year first above written.

For Université Grenoble Alpes,

Yassine LAKHNECH, President

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorized representatives, the day and year first above written.

For the Johns Hopkins University

Name: Donald PANDA

Title: Sr. Contracts Associate

AS WITNESS:

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

For UNIVERSITY OF YAOUNDE I (UY1)

Name: Jean-Claude TCHOUANKEU

Title: Dean of the Faculty of Science

AS WITNESS:

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

For CENTRO DE APLICACIONES DE TECNOLOGÍAS DE AVANZADA (CENATAV)

Name: Dr. Heydi Méndez Vázquez

Title: Director of CENATAV

AS WITNESS:

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

For Universiti Malaysia Sarawak

Name: Professor Dr Mohamad Kadim bin Suaidi

Title: Vice Chancellor

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative, on the day and year first above written.

For Universiti Sains Malaysia

Name: Professor Dr. Faisal Rafiq Mahamd Adikan, *FASc*

Title: Vice-Chancellor

AS WITNESS:

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

For CONICET

Name:

Title:

AS WITNESS:

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

For MILA

Name:

Title:

AS WITNESS:

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

For Universidad de Chile

Name: Ph.D., Flavio Salazar Onfray

Title: Vicepresident of Research and Development

# ATTACHMENT 1: XXXXX