

**Consortium Agreement
for ERA-NET-Cofund actions
(based on the DESCA Horizon 2020 Model)**

Evolved magmatic and pegmatitic systems as
sources of critical raw materials and industrial
minerals
(PEGMAT)

Second Version

April 2022

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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 (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Model Grant Agreement for ERA-NET Cofund and its Annexes, and is made on 1st May 2022, hereinafter referred to as the Effective Date

BETWEEN

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PEGMAT Action Consortium Agreement, version 2

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hereinafter, jointly or individually, referred to as "Parties" or "Party" relating to the Action entitled
Evolved magmatic and pegmatitic systems as sources of critical raw materials and industrial minerals

in short

PEGMAT

hereinafter referred to as "Cofund-Action" or "PEGMAT project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Cofund-Action to the the ERA-NET Cofund on Raw Materials (ERA-MIN 3) as part of ERA-MIN Joint Call 2021.

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 ERA-NET Cofund on Raw Materials (ERA-MIN 3) (hereinafter "Grant 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 or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Consortium Plan”

“Consortium Plan” means the description of the action and the related agreed budget as first defined in the ERA-MIN3 2021 proposal ID174 entitled “Evolved magmatic and pegmatitic systems as sources of critical raw materials and industrial minerals” (Attachment 3) and which may be updated by the General Assembly.

“Consortium Body”

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

“Defaulting Party”

“Defaulting Party” means a Party 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.

“Funding Agency”

A “Funding Agency” is a national or regional agency responsible for providing the national share of funding for the Transnational Projects.

"Funding Authority"

Funding Authority means the body awarding the grant for the Cofund-Action, the ERA-NET Cofund on Raw Materials (ERA-MIN 3)

“Funded Project / Transnational Project”

“Funded Project / Transnational Project is a project selected for funding in the Joint Call.

“Joint Call”

“Joint Call” means the ERA-MIN3 Joint call for collaborative proposals in research & innovation programme on raw materials to foster circular economy which is organised jointly in 2021 by all Parties and represents the main objective of the Cofund-Action.

“Needed”

means:

For the implementation of the Cofund-Action:

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

For exploitation of own Results:

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

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Cofund-Action the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Cofund-Action and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution, Financial Provisions and Call Implementation.

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 authorised representative.

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

A new 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.

A Beneficiary which has not yet signed this Consortium Agreement shall neither be entitled to vote nor to receive any EC contribution.

3.2 Duration and termination

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

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

If the Grant 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.

If a Party's participation in the Grant Agreement is terminated, the terminating Party shall do its utmost to limit the consequences for the Cofund-Action. Wherever possible, it shall honour all commitments to researchers, including future financial commitments.

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the 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 Cofund-Action, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Cofund-Action, any significant information, fact, problem or delay likely to affect the Cofund-Action.

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 Cofund-Action), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that 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 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 Cofund-Action remains responsible for carrying out its relevant part of the Cofund-Action 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.

If a Party enters into a subcontract or otherwise involves third parties to fulfil a task or part of a task described in Annex 1 of the Grant Agreement (excluding e.g. logistics for meetings), this Party must notify such involvement to the other Parties. The notification shall contain at least the name, the address and the activity of the subcontractor or third party.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Cofund-Action, 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.

However, each Party shall promptly inform the other Party/ies of any claims of third parties that come to their knowledge.

5.2 Limitations of contractual liability

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

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.

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Cofund-Action are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

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
- **Executive Board** as the supervisory body for the execution of the Cofund-Action 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"):

- is expected to be present or represented at any meeting of such Consortium Body;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.2.1.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least 1 per year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least 1 per year	At any time upon written request of any Member of the Executive Board

6.2.2 Preparation and organisation of meetings

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.

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
General Assembly	30 calendar days	15 calendar days
Executive Board	20 calendar days	15 calendar days

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than 7 days preceding the meeting (5 days for extraordinary meeting for the Call Secretariat).

In case where the quorum is not reached and the chairperson of a Consortium Body has to convene another meeting (Section 6.2.3), he/she shall give notice in writing of the new meeting to each Member of that Consortium Body as soon as possible but no later than the minimum number of days preceding the meeting as indicated above.

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 7 days preceding the meeting (2 days for extraordinary meeting for the Call Secretariat).

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

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

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4, no Member has sent an objection in writing to the chairperson. They will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

The agreement may also take the form of an electronic vote. The Coordinator shall immediately inform the Members of the Consortium Body of the outcome of a written procedure.

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

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

6.2.3 Voting rules and quorum

Each Consortium Body shall not deliberate and decide validly unless Parties of four-sevenths (4/7) 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.

In case of decisions regarding the budget of the Joint Call, only Funding Agencies shall be entitled to vote. In all other cases, each Member of a Consortium Body present or represented at the meeting shall have one vote. If two partners act as an "institutional couple", i.e. if they come from the same country and manage the same research budget, they shall share one vote.

Defaulting Parties may not vote.

Each Consortium Body shall strive to make decisions by consensus. If consensus cannot be achieved, decisions on proposals shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4 Veto rights

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.

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

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.

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

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.

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.

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

6.2.5 Minutes of meetings

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 10 calendar days of the meeting.

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.

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

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

Each General Assembly Member shall have a mandate of decision-making on behalf of the Party it is representing.

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

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 13.8.

6.3.1.2 Decisions

The General Assembly is responsible for the overall direction and follow-up of the Cofund-Action.

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)
- Appointment of the Executive Board

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

6.3.2 Executive Board

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

6.3.2.1 Members

The Executive Board shall consist of the Coordinator and the Parties appointed by the General Assembly (hereinafter Executive Board Members).

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

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly members for information.

6.3.2.3 Tasks

The Executive 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 Cofund-Action
- collect information on the progress of the Cofund-Action at least every 6 months, examine that information to assess the compliance of the Cofund-Action with the

Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly

- approve the payment of unit costs for additional activities
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the Consortium or proposed by the Funding Authority

6.3.3 Coordinator

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.

In particular, the Coordinator shall:

- monitor the progress of the Cofund-Action in collaboration with the Executive Board
- monitor compliance by the Parties with their obligations
- convene and chair General Assembly and Executive Board meetings and support the Call Secretariat
- keep the address list of Members and other contact persons updated and available
- collect, review to verify consistency and submit reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmit documents and information connected with the Cofund-Action to any other Parties concerned
- administer the financial contribution of the Funding Authority and fulfil the financial tasks described in Section 7.2.
- provide, upon request, the Parties 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.

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

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

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

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

Section 7: Financial provisions

Firstly, it is recalled that each members of the consortium are financially independent from each other.

Each partner of the consortium receives funds from its National funding agency according a grant agreement between each partner and his National funding agency. Grants and own contribution funds from each partners are the following, accordint to the ERA- MIN3 2021 proposal ID 174 entitled “Evolved magmatic and pegmatitic systems as sources of critical raw materials and industrial minerals” (Attachment 3).

Organisation name	Country	Own contribution	Requested funding	National funding authority	Total costs
Masaryk University (MU)	Czech Republic	19 457 €	169 952 €	TA CR	189 409 €
Bureau de Recherches Géologiques et Minières (BRGM)	France	96 800 €	96799 €	ANR	193 599 €
Geological Institute of Romania (IGR)	Romania	0 €	200 000 €	UEFISCDI	200 000 €
Geological Institute, Bulgarian Academy of Sciences (BAS)	Bulgaria	0 €	76 600 €	BNSF	76 600€
GET s.r.o. (GET)	Czech Republic	18 007 €	72 027 €	TA CR	90 034 €
Earth Science Institute, Slovak Academy of Sciences (SAS)	Slovakia	45 000 €	74 957 €	SAS	119 957€
K M K GRANIT a.s. (KMK)	Czech Republic	17 800 €	71 190 €	TA CR	88 990 €

Grants and own contribution funds from each partners must cover the full costs of the projects to achieve all deliverable and milestones as described in the ERA-MIN3 2021 proposal ID174 entitled “Evolved magmatic and pegmatitic systems as sources of critical raw materials and industrial minerals” (Attachment 3). It is the responsibility of each consortium

member to manage his own funds (grant and own contribution) according to the budgets established for the realisation of the project (described in Attachment 3) and all requirements as defined in the grant agreement between each partner and its National Funding agency. None of the members of the consortium has the possibility to request a right of supervision over the management of the own funds received by an individual partner. Only the National Funding agency of each partner has a right of inspection and only at his request.

It is the responsibility of each member of the consortium to ensure the receipt of the subsidy necessary for the operation of the project.

7.1 General Principles

Non-applicable

7.2 Payments

Non-applicable

7.3 Withholding of Payments

Non-applicable

7.4 Budgeting

Non-applicable

7.5 Return of excess payments; receipts

Non-applicable

7.6 Cost of Certificates of the Financial Statement

Non-applicable

7.7 Insufficient financial contribution of the Funding Authority

Non-applicable

Section 8: Call Implementation

8.1. Selection Process

Non-applicable, the call is already implemented.

8.2 Use of EU-Top-Up Funding for Transnational Projects

Non-applicable, the call is already implemented.

8.3 Ranking List

Non-applicable, the call is already implemented.

8.4 Conflicts of interests

Non-applicable, the call is already implemented.

8.5 Contractual obligations towards the Funding Authority on Selection

Non-applicable, the call is already implemented.

8.6 Contractual obligations for projects funded in the Joint Call

Non-applicable, the call is already implemented.

Section 9: Results

9.1 Ownership of Results

For the avoidance of doubt, the term „Results“ in this section refers to the Results generated by the Consortium of the Cofund-Action and does not include the results generated by the Funded Projects.

Results are owned by the Party that generates them. Results where Parties contributed financially or directly shall be jointly owned.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial 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.

9.2 Dissemination of own Results

For the avoidance of doubt, nothing in this Section 9.2 has impact on the confidentiality obligations set out in Section 11.

During the Cofund-Action and for a period of 1 year after the end of the Cofund-Action, 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 9.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 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 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

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 academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

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 is permitted, provided that Confidential Information of the objecting Party has been removed from the publication as indicated by the objecting Party.

9.3 Dissemination of another Party's unpublished Results or Background

For the avoidance of doubt, nothing in this Section 9.3 has impact on the confidentiality obligations set out in Section 11.

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.

9.4 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.

Section 10: Access Rights

For the avoidance of doubt, this section refers to the Access Rights of the Consortium of the Cofund-Action and does not include the background/results of the Funded Projects.

10.1 Background included

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

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

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

10.2 General Principles

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

All requests for Access Rights shall be made in writing.

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

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

10.3 Access Rights for implementation

Access Rights to Results and Background needed for the performance of the own work of a Party under the Cofund-Action shall be granted on a royalty-free basis.

10.4 Access Rights for Exploitation

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on a royalty-free basis.

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.

A request for Access Rights may be made up to twelve months after the end of the Cofund-Action or, in the case of a non-defaulting Party leaving voluntarily and with the other Parties' consent, up to twelve months after the termination of the requesting Party's participation in the Cofund-Action.

10.5 Access Rights for Parties entering or leaving the consortium

With 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.

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.

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 10.4.

Any Party leaving the Cofund-Action 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 Cofund-Action.

Section 11: Non-disclosure of information and confidentiality

11.1 Scope

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Cofund-Action during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or, in case it was 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”.

11.2. Approach

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 end of the Cofund-Action:

- 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 on request all Confidential Information that has been disclosed by the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

11.3 Range

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

11.4 Exception

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 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.
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 11.7 hereunder.

11.5 Handling

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

11.6 Unauthorised disclosure

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

11.7 Disclosing Confidential Information in order to comply with applicable laws or regulations

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.

The confidentiality obligations under this Consortium Agreement shall not prevent the obligations arising from the GA concerning the communication with the Funding Authority.

11.8 Confidentiality for Transnational Projects

The content of the proposals received under the Joint Call is deemed to be confidential, except for the lists of applications and lists of projects selected for funding. This obligation shall survive the expiration or termination of the Consortium Agreement.

Section 12: Data Management

Appropriate and secure use of material and data of Transnational Projects will be enabled according to the application of common standards. Data management standards in agreement with national and EU legislation used by each partner organization will be applied in the Joint Call. Each partner is responsible for the collected data, their protection and security, in order to avoid a malevolent use of it.

Section 13: Miscellaneous

13.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (ERA-MIN3 2021 proposal ID174 entitled "Evolved magmatic and pegmatitic systems as sources of critical raw materials and industrial minerals")

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.

13.2 No representation, partnership, or agency

Except if otherwise provided in Section 6.3.3, 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.

13.3 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 (e.g. Section 4.2, 13.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery 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 fulfils the conditions of written form.

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

13.4 Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

13.5 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.

13.6 Language

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

13.7 Applicable law

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

13.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

In case of a conflict of opinion which cannot be solved within the respective Consortium Body or between the respective Consortium Bodies, the Coordinator shall be approached for advice. He/She may decide to seek a decision of the whole General Assembly in order to come to a solution. If the coordinator is involved in the conflict, neutral partner should take over this role.

Should the attempts to settle the dispute within the Consortium fail to bring about a full agreement between the Parties, the Consortium will try to solve it through the following method of dispute resolution.

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 mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

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

Section 14: Signatures

AS WITNESS:

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

Partner 1

MASARYK UNIVERSITY (MU)

Name(s):

prof. MUDr. Martin Bareš, Ph.D.

Title(s)

Rector of the Masaryk University

Signature(s)

Date 14.04.2022

Partner 2

BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES (BRGM)

Name(s):

XXXXXXXXXX

Title(s):

Deputy Director for Research, Scientific Programmation & Communication

Signature(s)

Date 05.04.2022

Partner 3

GEOLOGICAL INSTITUTE OF ROMANIA (GIR)

Name(s):

XXXXXXXXXX

Title(s)

Director General of the Geological Institute of Romania

Signature(s)

Date 04.04.2022

Partner 4

GEOLOGICAL INSTITUTE, BULGARIAN ACADEMY OF SCIENCES (BAS)

Name(s):

XXXXXXXXXX

Title(s)

Director of the Geological institute, BAS

Signature(s)

Date April 05, 2022

Partner 5

GET S.R.O. (GET)

Name(s):

RNDr. Tomáš Pechar

Title(s)

jednatel G E T s.r.o.

(managing director of G E T s.r.o.)

Signature(s)

Date 05.04.2022

Partner 6

EARTH SCIENCE INSTITUTE SLOVAK ACADEMY OF SCIENCES (SAS)

Name(s):

XXXXXXXXXX

Title(s):

General director of the Institute

Signature(s)

Date 05.04.2022

PEGMAT Action Consortium Agreement, version 2

Partner 7

K M K GRANIT A.S. (KMK)

Name(s):

Ing. Pavel Tatýrek

Title(s)

Místopředseda správní rady K M K Granit, a.s.

(Deputy Chairman of the Board of K M K Granit, a.s.)

Signature(s)

Date 04.04.2022

[Attachment 1: Background included]

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

PARTY 1

As to MASARYK UNIVERSITY, it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of MASARYK UNIVERSITY shall be Needed by another Party for implementation of the Cofund-Action or exploitation of that other Party’s Results.

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

PARTY 2

As to BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES, it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES shall be Needed by another Party for implementation of the Cofund-Action or exploitation of that other Party’s Results.

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

PARTY 3

As to GEOLOGICAL INSTITUTE OF ROMANIA, it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of GEOLOGICAL INSTITUTE OF ROMANIA shall be Needed by another Party for implementation of the Cofund-Action (Article 25.2 Grant Agreement) or exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 4

As to GEOLOGICAL INSTITUTE, BULGARIAN ACADEMY OF SCIENCES, it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of GEOLOGICAL INSTITUTE, BULGARIAN ACADEMY OF SCIENCES shall be Needed by another Party for implementation of the Cofund-Action (Article

25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 5

As to GET S.R.O., it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of GET S.R.O. shall be Needed by another Party for implementation of the Cofund-Action (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 6

As to EARTH SCIENCE INSTITUTE SLOVAK ACADEMY OF SCIENCES, it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of EARTH SCIENCE INSTITUTE SLOVAK ACADEMY OF SCIENCES shall be Needed by another Party for implementation of the Cofund-Action (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 7

As to K M K GRANIT A.S., it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of K M K GRANIT A.S. shall be Needed by another Party for implementation of the Cofund-Action (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

[Attachment 2: Accession document]	
<p>ACCESSION</p> <p>of a new Party to</p> <p>[Acronym of the Cofund-Action] Consortium Agreement, version [..., YYYY-MM-DD]</p> <p>[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]</p> <p>hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].</p> <p>[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]</p> <p>hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].</p> <p>This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.</p> <p>[Date and Place]</p> <p>[INSERT NAME OF THE NEW PARTY] Signature(s) Name(s) Title(s)</p> <p>[Date and Place]</p> <p>[INSERT NAME OF THE COORDINATOR] Signature(s) Name(s) Title(s)</p>	

[Attachment 3: ERA-MIN3 2021 proposal ID174 entitled “Evolved magmatic and pegmatitic systems as sources of critical raw materials and industrial minerals”]

PROJECT TITLE

Evolved magmatic and pegmatitic systems as sources of critical raw materials and industrial minerals

TOPIC

Topic 1: Supply of raw materials from exploration to mining

SUBTOPICS

Sub-Topic 1.1: Exploration

PROJECT DURATION

36 Months (05 / 2022 to 04 / 2025)

TOTAL REQUESTED FUNDING

763895 €

TOTAL COSTS

964757 €

CONSORTIUM

P 1	XXXXXXXXXX Masaryk University Department of Geological Sciences	Kotlářská 267/2, 611 37 Brno Czech Republic (TA CR)	XXXXXXXXXX Tel.: XXXXXXXXXXXX Mobile: XXXXXXXXXXXX https://www.muni.cz/en
P 2	XXXXXXXXXX Brgm	3 avenue Claude Guillemin, 45100, 45000 Orléans (Orléans) France (ANR)	XXXXXXXXXX Tel.: XXXXXXXXXXXX
P 3	XXXXXXXXXX Geological Institute of Romania Regional Geology	Caransebeş no. 1, 012271 Bucharest Romania (UEFISCDI)	XXXXXXXXXX Tel.: XXXXXXXXXXXX Mobile: XXXXXXXXXXXX Fax: XXXXXXXXXXXX http://igr.ro
P 4	XXXXXXXXXX Geological Institute, Bulgarian Academy of Sciences Mineralogy and Mineral Resources	Acad. Georgi Bonchev str. 24, 1113 Sofia Bulgaria (BNSF)	XXXXXXXXXX Tel.: XXXXXXXXXXXX
P 5	XXXXXXXXXX G E T s.r.o.	Perucká 11A, 12000 Praha Czech Republic (TA CR)	XXXXXXXXXX Tel.: XXXXXXXXXXXX Mobile: XXXXXXXXXXXX http://get.cz
P 6	XXXXXXXXXX Earth Science Institute Slovak Academy of Sciences Geological division	Dubravská cesta 9, 106, 84005 Bratislava Slovakia (SAS)	XXXXXXXXXX Tel.: XXXXXXXXXXXX Mobile: XXXXXXXXXXXX http://www.geo.sav.sk
P 7	XXXXXXXXXX K M K GRANIT a.s.	Mírová, 545, 35747 Krásno Czech Republic (TA CR)	XXXXXXXXXX Tel.: XXXXXXXXXXXX http://www.kmkgranit.cz/

