

Consortium AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 2021/695 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 April 2021 laying down the rules for the participation and dissemination in “Horizon Europe – the Framework Programme for Research and Innovation (2021-2027)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 20.01.2023, hereinafter referred to as the Effective Date

BETWEEN:

the Coordinator

Mendel University in Brno (MENDELU), established in Zemědělská 1665/1, 613 00 Brno, duly represented by prof. Dr. Ing. Jan Mareš, Rector;

and

and the following other beneficiaries

Center of Plant Systems Biology and Biotechnology (CPSBB), established in Ruski 139 Blvd., Plovdiv 4000, Bulgaria, duly represented by Professor Dr. Tsanko Gechev, Director;

and

BioAtlantis Ltd. (BA), established in Clash Industrial Estate, Tralee, Co. Kerry, V92 RWW5 Ireland, duly represented by John O’Sullivan, CEO;

and

VIB VZW [VLAAMS INSTITUUT BIOTECHNOLOGIE FLANDERS INSTITUTE FOR BIOTECHNOLOGY], with legal address at RIJVISSCHESTRAAT 120, ZWIJNAARDE – GENT, 9052, Belgium, duly represented by Jérôme Van Biervliet, Co-Managing Director;

and

Biology Centre CAS (BC CAS) established in Branisovska 1160/31, Ceske Budejovice 370 05, Czech Republic, duly represented by prof. RNDr. Libor Grubhoffer, CSc., Hon. D.Sc., dr. h. c., Director;

Hereinafter, jointly or individually, referred to as “Parties” or “Party”

Relating to the Action entitled: “**Stabilizing CROP yield under unfavourable conditions by molecular PRIM(E)ing**”

in short (acronym): **CropPrime**
Hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, had submitted a proposal for Marie Skłodowska-Curie Actions (MSCA), Staff Exchange (SE) and were granted project **CropPrime-101086366** (Call: **HORIZON-MSCA-2021-SE-01**).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Specific Grant Agreement (hereinafter "Grant Agreement"), which the Parties are obliged to comply with as if they were contract parties to this Grant Agreement and provide the Coordinator with all necessary cooperation to fulfil the conditions of the Grant Agreement and consequently the Project.

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

"Funding Authority"

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

"Defaulting Party"

Defaulting Party means a Party which the Supervisory Board 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.

"Software"

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.

“Lead Beneficiary”

Lead Beneficiary means the organization which, according to the Grant Agreement, is charged with the responsibility to prepare a Deliverable for the project.

“Consortium Plan”

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 Supervisory Board.

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, as well as financial matters.

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.

3.2 Duration and termination

This Consortium Agreement shall continue to be 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.

3.3 Survival of rights and obligations

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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 Supervisory Board 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 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 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 Supervisory Board, will give formal 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 that period or is not capable of remedy, the Coordinator or, if the Coordinator is in breach of its obligations the Supervisory Board 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 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.

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 Project, no warranty or representation of any kind is made, given or implied as to the sufficiency, efficacy, safety or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties as long as this doesn't contradict the Parties' responsibility for Results which they have to produce in the scope of the Project.

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, provided such damage was not caused by a wilful act or a breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability or obligations under the Project.

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 Project Coordinator of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies; this doesn't limit the competent Consortium Bodies to take all necessary steps to limit damage due to Force Majeure and to resume implementation of the Project as soon as possible.

Section 6: Governance structure

6.1 General structure

The Project Coordinator (Dr. Pavel Kerchev) will have the lead role in managing and implementation of the project. The Project Coordinator will also be the contact point for the Commission/REA and be responsible for the negotiation and maintenance of the Grant Agreement and the Consortium Agreement, distribution of finances among the partners, financial and scientific reports.

The **Project Supervisory Board (SB)** is the decision-making body of the consortium. It will be established from representatives of all institutes, as outlined in the Annex 1 of the CropPrime Project, namely: Dr. Pavel Kerchev, Prof. Dr. Frank Van Breusegem, Assoc. Prof. Dr. Michael Wrzatzek, Prof. Dr. Tsanko Gechev, Dr. Sujeeth Neerakkal, Dr. Robert Hancock, Dr. Fidele Fugizimana and Prof. Dr. Maria Rosa Marano.

The above-mentioned persons are hereinafter referred to as "Members" of the SB.

6.2 Members

If one or more of the members are unable to attend an SB meeting, they shall appoint other person(s) from their institution(s) who can represent them at the particular meeting(s).

The Project Coordinator Dr. Pavel Kerchev shall chair all SB meetings.

The Parties agree to abide by all decisions of the Supervisory Board. This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3 Operational procedures for the SB

6.3.1 Representation in meetings

Each 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.

6.3.2 Preparation and organization of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the SB at least once a year and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting:

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

6.3.2.3 Sending the agenda:

The chairperson shall send each Member a written original agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items:

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

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

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

6.3.2.6 Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Members (see Section 6.3.3 of this Consortium Agreement). Such document shall include the deadline for responses.

6.3.2.7 Meetings of the Supervisory Board may also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.5 of this Consortium Agreement.

6.3.3 Voting rules and quorum:

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

6.3.3.2 Each Member shall have one vote.

6.3.3.3 Decisions shall be taken by a majority (more than half of the votes) cast.

6.3.3.4 In the event that a Party is not physically present or represented, they may attend remotely and vote accordingly and/or submit their vote remotely by electronic means such as email/video call.

6.3.4 Veto rights

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

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

6.3.4.3 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 days after the draft minutes of the meeting are sent.

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

6.3.4.5 A Party may not 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.

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

6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 15 calendar days of the meeting.

6.3.5.2 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.

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

6.3.6 Decisions of the Supervisory Board

The SB shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein; in a case of equal votes, the vote of the Member on the side of the Coordinator is decisive. In cases the proposals or decisions need to be consulted or approved by the Funding Authority, the Members will coordinate their actions with the Funding Authority prior to acting upon their proposals or decisions.

The following decisions shall be taken by the SB:

- 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)
- Accepting novel Parties under this Consortium Agreement after signing the accession form (Attachment 3)
- Additions to Attachment 4 (List of Third Parties for simplified transfer according to Section 8.2.2)

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- Decisions in relation to intellectual property rights can only be made by the relevant Parties in the Consortium, which are part of the SB. Outside organizations will not be involved in Decision making in relation to IPR

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
- Realization and Implementation of the project
- Recruitment and guidance of researchers
- Financial matters
- Prioritizing research activities
- Changes of schedules, if any

In the case of abolished tasks as a result of a decision of the SB, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

The obligations of the Supervisory Board and all other parties under this Agreement in relation to confidentiality shall continue in force and survive the termination or expiration of this Agreement.

6.4 Project Coordinator

6.4.1 The Project Coordinator will have the lead role in managing and implementing the project. He 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.

6.4.2 In particular, the Project 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 and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Funding Authority
- preparing the meetings, proposing decisions and preparing the agenda of SB meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Parties concerned

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- 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 which are in the sole possession of the Project 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 Project Coordinator may nevertheless submit the other Parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3 If the Project Coordinator fails in its coordination tasks, the SB may propose to the Funding Authority to change the Project Coordinator.

6.4.4 The Project 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.

6.4.5 The Project 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 CropPrime-101086366 Grant Agreement
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the 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 Party which spends less than its allocated share of the budget as set out in the Grant Agreement 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 Party that spends more than its allocated share of the budget as set out in the Grant Agreement will be funded only in respect of duly justified eligible costs up to an amount

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not exceeding that share unless the Coordinator is able to reallocate unused funds from other Parties.

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

A Party 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.

7.3 Payments

7.3.1 Payments to Parties 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 Funding Authority's 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 22.3 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, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the Grant Agreement schedule.

Funding of costs will be paid to Parties 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 Party concerned. The Coordinator is in no way responsible for not transferring the payments to the other Parties according to the schedule if the Coordinator doesn't receive the payment from the Funding Authority or if the Coordinator receives it late; the same applies if the Funding Authority doesn't transfer to the Coordinator full amount of the anticipated payment.

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 Party which has not yet signed this Consortium Agreement.

For the case, a Party is identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement, e.g.:

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- (a) does not provide the Project Coordinator with its deliverables,
- (b) provides them too late or
- (c) provides non-compliant deliverables,

The Coordinator is entitled to withhold any payments due to the concerning Party until it remedies such defaulting deliverables or unless the Supervisory Board decides otherwise.

The Coordinator is entitled to recover any payments already transferred to a Defaulting Party. In any case, the Project Coordinator shall be informed and may take additional appropriate action with respect to the concerned Party.

Section 8: Results

8.1 Ownership of Results

Results are owned by the Party or Parties that generate(s) them. In respect of any joint discovery and/or invention derived from the execution of the Project, the Parties shall consult and agree on the ownership of any intellectual property and/or the terms of commercial exploitation or licensing to third parties. In their consultations, the Parties shall have regard to their relative scientific contributions as to the discovery and/or invention made. However, all Parties agree that any Results or Intellectual Property related to the biostimulant-based technology out of seaweed and the molecules from seaweed, in each case as provided by BioAtlantis to be used in the Project shall be exclusively owned by BioAtlantis at all times; however this will not interfere with any publication rights as laid down in section 8.4 of this Consortium Agreement.

In the event a Party generate(s) a potential patentable Result, it shall inform the other Parties regarding its intention to procure protection.

8.2 Joint ownership

8.2.1. Parties own Results jointly if they have jointly generated them and it is not possible to:

- (a) establish the respective contribution of the Parties that generated the Result, or
- (b) separate them for the purpose of applying for, obtaining or maintaining their protection.

8.2. 2. In case of jointly owned Results, the joint owners will, as soon as possible and in any case, within four (4) months following the written notification of the generation of such jointly owned Results to all the joint owners, conclude a separate written joint ownership agreement to exercise such ownership. The terms of such joint ownership agreement will be stipulated by the joint owners.

Unless otherwise agreed in the joint ownership agreement the following principles shall apply:

- (a) 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
- (b) none of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant any licenses to Third Parties without the prior written consent of the other

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

8.2.3 Nothing in this Consortium Agreement limits Parties obligation to formally notify the Funding Authority before granting and exclusive licence, if it is required under the Grant Agreement.

8.2.4 The Parties involved in this Project shall have the first option to negotiate a non-exclusive, irrevocable, worldwide (commercial) licence agreement with respect to the Results generated during the Project and belonging to another Party to this Consortium Agreement. The licence shall be granted on Fair and Reasonable conditions.

8.3 Transfer of Results

8.3.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Annex 5, Article 16.

8.3.2 A Party may in accordance with the Grant Agreement Annex 5, Article 16, identify specific third parties it intends to transfer the ownership of its Results to in Attachment (4) of this Consortium Agreement, and Parties may agree on adding such specific third party to said attachment. 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 Annex 5, Article 16.

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

Any addition to Attachment (4) after signature of this Agreement requires a decision of the SB.

8.3.4 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 notice for the transfer as foreseen in the Grant Agreement.

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

8.3.6 Nothing in this Consortium Agreement limits Parties obligation to formally notify the Funding Authority before the intended transfer takes place, if it is required under the Grant Agreement.

8.4 Dissemination

8.4.1 Dissemination of own Results

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8.4.1.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Annex 5, Article 17 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 submission. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Project 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. Paper authorship shall be based on active contribution to the work and shall be approved by all involved authors before submission to a journal.

Furthermore, at least 30 calendar days prior notice to the other Parties shall be given before submission/publication of information related to project results in abstracts, powerpoint or poster presentations for conferences or seminars, etc., and prior to publication of information or comments online, in social media, in print, radio, television, etc.

8.4.1.2 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.

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

8.4.2 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.

8.4.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence 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.

8.4.4 Use of names, logos or trademarks

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

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 Supervisory Board to modify its Background in Attachment 1.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Annex 1 of the Grant Agreement 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 for which Access Rights to it have been granted.

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

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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 research activities shall be granted on a royalty-free basis.

9.5 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

9.6 Access Rights for Parties entering or leaving the consortium

9.6.1 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.

9.6.2 Parties leaving the consortium

9.6.2.1 Access Rights granted to a leaving Party

9.6.2.1.1 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 Supervisory Board to terminate its participation in the consortium.

9.6.2.1.2 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.

9.6.2.2 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.

9.7 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 Any and all information of the Parties or their Affiliates or licensors which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") or to which the Recipient has access, whether in oral, written or electronic form (including, without limitation, papers, emails or information stored on tapes and disks) or by way of model or in other tangible form, on or after the date of this Agreement, including (without limitation), and all technical, business, financial, commercial and scientific information, products, processes and materials is considered "Confidential Information", unless specified otherwise in writing by 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 5 years after final payment:

- 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 demand all Confidential Information and materials which has been supplied to or acquired 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.

10.3 The Recipients shall be responsible for the fulfilment 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 has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of 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

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- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, theft, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, theft, 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 (Total distribution of funds to the different Parties according to items 12.1 and 12.2)

Attachment 3 (Accession document form)

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. For avoidance of doubt, all Parties must adhere to obligations in relation to confidentiality, Results ownership and IPR as set out in this Consortium Agreement.

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, Consortium or agency

Except as otherwise provided in Section 6.4.4, 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, Consortium, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

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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 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 affected by other means such as e-mail with acknowledgement of receipt, e-mail with written statements, instructions or confirmation, 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.

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.

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 Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The Parties shall endeavour 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 mediation in accordance with the World Intellectual Property Organization (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, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

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

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Section 12: Financial matters

12.1. The actual share of the funds that each of the Parties will obtain will depend solely on the total amount of outgoing secondments with which the respective Party will participate in the Project. For each person month contribution, the Unit Costs A amount to 2300 EUR and total Unit Costs B – 2300 EUR (Attachment 2).

12.2. Upon receiving the payments from the Funding Authority, the Coordinator will retain 15% of the Unit Costs B from the rest of the Parties, in order to cover the additional expenses related to the project management and coordination, bank transfers and organization of events (Attachment 2).

12.3. Upon receiving the payments from the Funding Authority, the Coordinator will redistribute the corresponding shares of the other Parties, within 10 working days. The respective amount for each of the Parties will be recalculated based on the percentage of the maximum grant amount received by the Coordinator and the readjustment of Unit Costs B according to item 12.1.

12.4. The travel costs for secondments lasting less than 3 months will be covered by the Unit Cost B funds granted to the sending institution. For longer secondments, the travel costs may be covered by Unit Costs A or Unit Costs B according to the usual practice of the sending institution.

12.5. In case a Party underperforms in terms of complying with the approved mobility plan, the funds corresponding to unrealized or shortened secondments, including unit Costs B, can be utilized for other eligible mobility within the consortium, provided that this includes actions related to the project and after the explicit written consent of the Project Coordinator. In case no options for substituting mobility are available, the corresponding funds will be returned to the Coordinator not later than the end date of the project.

12.6. Unit Costs A (2,300 EUR per person month on a secondment) can be audited and therefore upon request the sending institution must be able to show that the total amount

was fully used for the direct benefit of the seconded staff member, i.e. used only for travel and subsistence allowances.

12.7. The Unit Costs B will be spent following good accounting practices for actions related to the Project. The beneficiaries will keep track and store all the financial documents related to Unit B costs expenditures.

Section 13: Ethics issues

13.1. No living GMO organisms or their parts capable of reproduction will be transferred through international borders, including the EU. Biological material from wild type varieties will be imported/exported from the EU following the respective border control regulations. Biological material from GMO plants will be imported/exported from the EU only if absolutely necessary for the subsequent analysis, following the respective border control regulations. Samples from powdered plant tissues and/or liquid solutions will be transported on dry ice or other applicable method.

13.2. Risks for human health and the environment

13.2.1. Possible harm to the environment and humans caused by this research include:

- Release of GMO organisms in the environment
- Release of toxic materials and substances in the environment
- Exposure of workers to toxic materials and substances

13.2.2. In order to minimize or mitigate the possible risks for humans or the environment outlined in item 13.3.1, all experimental activities related to the project will follow widely accepted standards for safety and good laboratory practices. Work with GMO organisms will be conducted only in certified safety level 1 (S1) facilities by or in the presence of trained personnel, following the national regulations. Toxic waste will be stored and disposed of following the national regulations.

13.3.3. When translating knowledge from resurrection species to crops, the focus will fall on breeding and other non-GMO technologies and approaches.

13.4. All parties involved in the action will follow health and safety procedures conforming to relevant national legislation for staff involved in this project.

Section 14: Reporting

14.1. The Parties will prepare periodic progress/technical reports and provide them to the Project Coordinator not later than 20 days before the end of months 24 and 48 from the starting day of the project, respectively, so that the Project Coordinator has enough time to include the information in the respective progress reports.

14.2. Parties involved in the actions related to producing Deliverables of the Project will provide all necessary information concerning their contribution to the respective responsible Lead Beneficiary and/or Work Package Leader not later than 20 days before the deadline for submission of the corresponding deliverable.

Section 15: Signatures

AS WITNESS:

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

Mendel University in Brno (MENDELU)

Signature(s):

Name: Prof. Dr. Ing. Jan Mareš

Center of Plant Systems Biology and Biotechnology (CPSBB)

Signature(s):

Name: Prof. Tsanko Gechev

Title: Director of CPSBB, Coordinator of RESIST 823746

BioAtlantis (BA)

Signature(s):

Name: John T. O'Sullivan

Title: CEO

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VIB vzw

Signature(s)

Name: Jérôme Van Biervliet

Title: Managing Director

Date: /01/2023

Biology Centre CAS (BC CAS)

Signature(s):

Name: by prof. RNDr. Libor Grubf

Title: Director

Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

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

Describe Background	Specific limitations and/or conditions for implementation (Article 16 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 16 Grant Agreement)
MENDELU has previously compiled a collection of rare oomycete species.	Sufficient and timely delivery of phytophthora based extracts.	

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

PARTY 2

No data, know-how or information of Center of Plant Systems Biology and Biotechnology shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

PARTY 3

No data, know-how or information of VIB is Needed by another Party for implementation of the project or exploitation of that other Party's Results (Article 16 Grant Agreement).

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

PARTY 4

No data, know-how or information of BC CAS is Needed by another Party for implementation of the project or exploitation of that other Party's Results (Article 16 Grant Agreement).

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

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PARTY 5

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

Describe Background	Specific limitations and/or conditions for implementation (Article 16 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 16 Grant Agreement)
<p>Prior to the project start, BioAtlantis has developed biostimulant, priming, plant strengthener and microbial and soil health enhancement-based technologies and materials which prime plants and the molecular level, induce transcriptomic, metabolomic and lipidomic-level changes, improve crop growth, physiology, performance, seed germination, seed and/or crop vigour, crop health, biotic, abiotic and oxidative stress tolerance and marketable yield, quality at harvest and post-harvest. Related technologies have been developed to enhance plant and animal health and microbial based life (formulations, commercial products, patented products, patent applications, etc). This includes seaweed extracts and molecules derived from brown seaweeds, including <i>Ascophyllum nodosum</i> and <i>Laminaria</i> spp.</p>	<p>The described information and materials shall be regarded as a trade secret and will not be shared to the other parties. This will not interfere with any publication rights as laid in section 8.4 of this Consortium Agreement.</p>	<p>Biostimulant-based technology out of seaweed and molecules from seaweed shall be exclusively owned by BIOATLANTIS at all times.</p>

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

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Attachment 2: Total distribution of funds to the different Parties according to items 12.1 and 12.2.

Attachment 3: Accession document form

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

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

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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