

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is made on 2023, April 1st, hereinafter referred to as the Effective Date (hereafter referred to as the “Consortium Agreement”)

between

Vysoká škola chemicko-technologická v Praze (in English: University of Chemistry and Technology, Prague), Technická 1905/5, 160 00 Prague 6, Dejvice, Czech Republic – hereafter referred to as the “UCT Prague” or “Coordinator”

and

Uniwersytet Ekonomiczny w Poznaniu (in English: Poznan University of Economics and Business), al. Niepodległości 10, Poznań, 61-875, Poland - hereafter referred to as the “Partner 1”

and

Výzkumný ústav práce a sociálních věcí, v.v.i. (in English: Research Institute for Labour and Social Affairs), Dělnická 213/12, 170 00 Prague, Czech Republic - hereafter referred to as the “Partner 2”

and

Közgazdaság-és Regionális Tudományi Kutatóközpont (in English: Centre for Economic and Regional Studies), Tóth Kálmán street 4, 1097 Budapest, Hungary - hereafter referred to as the “Partner 3”

and

Univerzita Komenského v Bratislavě (in English: Comenius University Bratislava), Mlynské luhy 4, 821 05 Bratislava 1, Slovak republic - hereafter referred to as the “Partner 4”.

Partner 1, Partner 2, Partner 3 and Partner 4 together hereafter referred to as the “**Partners**”.

The Coordinator and Partners together are referred to as “**the parties**”.

1. DEFINITIONS

1.1 The following expressions shall have the following meanings in this Consortium Agreement including its recitals, unless the context requires otherwise:

‘Project Activities’ shall mean the activities to be implemented by each Partner, as defined in the Project Proposal, which forms as an Appendix No. 1 an inseparable part hereof

‘Arising Intellectual Property’	shall mean any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in accordance with this Consortium Agreement
‘Background Intellectual Property’	shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the Project, and which the owning Party contributes or uses in the course of performing the Project.
‘Intellectual Property’	shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, applications for any of the above.

1 Introduction

1. The International Visegrad Fund (hereafter referred to “Fund”) has awarded a grant to support the activities within the project named **“Motivation for volunteering and to help to solve crises in V4 countries”**. Grant registered in the system under serial no 22230021 – hereafter referred to as **“the Project”**.
2. The Coordinator has concluded a Contract on the Provision of Financial Resources from the International Visegrad Fund’s; Visegrad Grant No. 22230021 on January 16th, 2023 with the Fund (hereafter referred to “Grand Agreement”). The Partners were specified in the Grant Agreement as partners for the implementation of the Project.
3. The parties confirm that there is no Background Intellectual Property required to implement Project Activities (project outputs).

2 Obligations to be undertaken by the Coordinator and Partners

1. The Coordinator and Partners are to contribute to the Project as described in the Project Proposal.
2. The Coordinator has the overall responsibility for ensuring that the requirements of the Grant Agreement with the Fund are met, and for fulfilling the various obligations to the Fund.
3. The Partners are under obligations to contribute to the implementation of the Project and the fulfilment of the Grant Agreement with the Fund pursuant to the tasks and obligations stated in this Consortium Agreement. For avoidance of any doubt the copy of the Grant Agreement forms as Appendix No. 2 an inseparable part of this Consortium Agreement.

4. The parties are required to perform the Project Activities.
5. Project Activities shall be carried out in accordance with accepted research practice. The parties are required to comply with all applicable legislation and regulations, as well as all rules and guidelines of relevance to the implementation of the Project, including rules and guidelines relating to ethical considerations as well as recognised quality standards and norms.
6. The parties have full responsibility for personnel and finances for internal staff associated with the Project. Said party is also responsible for filing the required reports for all personal allocations, and bears master-servant liability for internal employees involved in the Project.
7. The Partners are responsible for providing guidance and following up the work of internal employees involved in the Project, and will cooperate closely with the Coordinator and any other Partners on details regarding the design, execution and follow-up of the collaborative effort.
8. The Partners are obliged to ensure that the individuals carrying out Project Activities on its behalf comply with the rights and obligations set out in this Consortium Agreement and the Grant Agreement and, among other things, draw up agreements necessary to secure the right of the Partner to transfer/license all Arising Intellectual Property (results) within the Project, as well as the right to use this Arising Intellectual Property (results). In accordance with the condition stated in paragraph 7.10 of the Grant Agreement, the Partners are obliged to ensure that the Arising Intellectual Property rights (results) are authorized to be transferred/licensed to the Coordinator and sub-licensed over to the Fund. The scope of handling of the results by the Fund is specified in paragraph 7.10 of the Grant Agreement. At the same time, the Partners undertake to introduce to all individuals carrying out Project Activities with the conditions of the Project, especially in this respect.
9. In order to implement this Consortium Agreement, the parties will delegate contact persons. During the cooperation, the parties will consult each other in writing or verbally through the contact persons. The list of contact persons shall be appended to the Consortium agreement as Appendix No. 4. Any change of the contact person does not require change of the Consortium Agreement. Designation of a new contact person shall be the party obliged to announce to other parties in writing without delay, but within 72 hours at the latest.
10. The parties are obliged to display Project number, the visual components of the Fund and the fact of the financial contribution provided by the Fund in the course of their communication related to the Project, on the official documents and on any information intended for the public and third parties.
11. The parties may request information from each other according to the Project in relation to the implementation of the tasks by specifying a reasonable deadline and the parties shall supply the requested information by the specified deadline.

12. The parties shall have the right and obligation to process the contact persons' personal data provided in connection with this Consortium Agreement in compliance with the provisions of the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"). The parties agree that during the performance of the Project and duration of the Consortium Agreement and within the framework of the Consortium Agreement they will mutually transfer to each other the personal data of their contact persons, having regard also to the legitimate economic interest of the parties. The parties declare that with regard to processing the personal data of the contact persons, the parties will be independent data controllers. The parties declare, that they have informed their respective contact persons about the transfer of data in accordance with the provisions of the GDPR (clause 13 and 14).

3 Payment

1. Partners will be reimbursed for the costs as specified in the budget that forms as Appendix No. 3 an inseparable part of this Consortium Agreement, on the basis of the submitted accounting documents issued by the supplier of the relevant service or on the basis of the contract and relevant payment confirmation/bank statement. It is agreed that it is not possible to submit employment contracts or contracts concluded on the basis of the Labour Code. The reimbursement will be made within 10 days from the delivery of the specified documents.
2. The parties confirm that, according to the rules of the Project, the individual items of the budget are non-transferable and at the same time must be used in full.
3. Non-agreed expenses or expenses exceeding the agreed amount above will not be reimbursed.
4. The parties are obliged to keep an analytical record of the nature, value, amount and use of the grant received the parties based on which any support originating from the state budget or other state sources and other revenues may be recorded separately from the grant provided in the framework of the Project and which allow for the itemized check of the expenditures at any time.

4 Reporting

1. The Partner is under obligation to submit progress, research reports at the request of the Coordinator, and to provide all information that the Coordinator needs to be able to manage the Project and fulfil its obligations to the Fund. The report should be delivered to the Coordinator in line with data included in section 6.2 of Grant Agreement. The report should contain information according to template prepared by Coordinator and be delivered one (1) month prior the deadline defined in section 6.2 of the Grant Agreement, latest.

2. The Partners have to cooperate in the final report process after the implementation period as well. In case the Fund reclaims an already disbursed advance payment or grant from the Coordinator, the Partners shall undertake the obligation to repay in five (5) working days following the receipt of the call for repayment that part of the reimbursable grant that is due to a default attributed to the Partner.

5 Rights to project results

1. Each party shall own the Arising Intellectual Property generated by its employees, students and/or agents under the Project and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents so that it the party is in compliance with the clause 7.10 of the Grant Agreement.

6 Publication of project results

1. Project results are to be made public as defined by the terms and condition settled by the Fund.
2. Each party shall be entitled to public the results of the Project, provided the terms and conditions resulting from the Consortium Agreement, Grant Agreement and related documents are met.

7 Duty to inform

1. The Partners are obliged to immediately inform the Coordinator about all circumstances important for cooperation and possibly preventing the proper fulfillment of the deadlines for individual results resulting from the Project.

8 Liability for injury or losses

1. Each of the parties is itself liable for losses or damages ensuing from its own actions or oversights.
2. The Partners are responsible for all damage that the Coordinator incurs in the event that they do not fulfill the obligation defined in Article 2, paragraph 9.
3. The Partners are responsible for all damage that the Coordinator incurs in the event that they do not fulfill the obligation defined in Article 3, paragraph 1. The Partners shall be obliged to reimburse all funds received from the Coordinator related to the unauthorized document/contract.
4. The Coordinator is entitled to demand from any of the Partners compensation of the contractual penalty requested by the Fund related to the Fund's findings, which are listed in Article 8 of the Grant Agreement.

9 Duration

1. The Consortium Agreement will enter into force from the date on which it has been signed by all parties, and will remain in force until the Grant Agreement is terminated, provided the fulfillment of the Project lasts from April 1st, 2023 until September 30th, 2024.

10 Force Majeure

1. A Party shall not be liable for failure to perform its obligations under this Consortium Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Consortium Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).
2. If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Fund, discuss whether continuation of the Project is viable, or whether the Project and this Consortium Agreement should be terminated.

11 Choice of law, etc.

1. This agreement is subject to Czech law. Attempts shall be made to resolve any disputes by negotiation or voluntary mediation.
2. If any dispute arises out of this Consortium Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by general court of the Czech Republic, according to the seat of the Coordinator.

12 General

1. Nothing in this Consortium Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
2. This Consortium Agreement and its Appendices (which are incorporated into and made a part of this Consortium Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Collaboration Agreement. Any variation shall be in writing and signed by authorised signatories for each Party.
3. If any one or more clauses or sub-clauses of this Consortium Agreement would result in this Consortium Agreement being prohibited pursuant to any applicable competition law then it or

they shall be deemed to be omitted. The Parties shall uphold the remainder of this Consortium Agreement, and shall negotiate an amendment, which, as far as legally feasible, maintains the economic balance between the Parties.

4. This Consortium Agreement may be executed in 5 counterparts, each of which when executed (and delivered) will constitute an original of this Consortium Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

Appendices: Appendix 1 – Project Proposal
Appendix 2 – Copy of the Grant Agreement
Appendix 3 – Budget
Appendix 4 – List of the contact persons

Place/date

20-09-2023

Coordinator

VYSOKÁ ŠKOLA
CHEMICKO-TECHNOLOGICKÁ V PRAZE
Technická 5, 166 28 Praha 6
961/2

Vysoká škola chemicko-technologická v Praze

Place/date 9.10.2023

Partner 1

Uniwersytet Ekonomiczny w Poznaniu

Place/date 2.10.2023

Partner 2

~~Výzkumný ústav práce a sociálních věcí, v.v.i.~~

Place/date 10.10.2023

Partner 3



Közgazdaság-és Regionális Tudományi Kutatóközpont

Place/date BRATISLAVA 28.9.2023

Partner 4

~~Univerzita Komenského v Bratislavě~~