

Consortium Agreement

Aurora 2030

Version 1.0 – 1.11.2023

1	Definitions	5
2	Purpose	7
3	Entry into force, duration and termination	7
4	Responsibilities of Parties	8
5	Liability towards each other	9
6	Governance Structure	10
7	Specific operational procedures for Work Package Leaders	17
8	Financial provisions	19
9	Results	22
10	Access Rights	24
11	Non-disclosure of information	27
12	Miscellaneous	29
	Attachment 1: Recipients for Notices	41
	Attachment 2: Accession document	42
	Attachment 3: List of third parties for simplified transfer according to Section 8.3.2	43
	Attachment 4: Identified entities under the same control according to Section 9.5	44
	Attachment 5: Bank Account Information	45
	Attachment 6: Aurora 2030 Budget	50

Change Records

Version	Date	Changes
Version 1	September 2023	Initial draft
Version 1.0	November 2023	Final draft

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: the Union Programme for education and training, youth and sport laying down its rules for participation and dissemination (hereinafter referred to as “Erasmus+ Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1 November 2023 hereinafter referred to as the Effective Date

BETWEEN:

HASKOLI ISLANDS (UI), established in SAEMUNDARGOTU 2, REYKJAVIK 101, Iceland, VAT number: IS019133, the Coordinating party

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

relating to the Action entitled

Aurora 2030

in short

AURORA

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Erasmus+ Programme, Partnerships for Excellence – 2023 European Universities (2021-2027).

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 Granting Authority (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#) and adapted to Erasmus+ lump sum project.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Erasmus+ Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Aurora Network”:

A collaborative of universities identifying and tackling common goals in the fields of diversity, sustainability, research, innovation, education and student engagement, including but not limited to green and digital campus initiatives, research assessment, inclusion and student mobility.

“Agency”:

EACEA, Education Audio-visual and Culture Executive Agency of the European Commission.

“Central Office”

The Central Office of the Aurora network is the implementing office for the execution of the Aurora 2030 Project. The Aurora Central Office works in close collaboration with the Coordinating Party and Secondary Coordinator, together constituting the "Core Team". The Core Team collaborates closely together with the group of Institutional Coordinators designated for the Aurora 2030 Project. Central Office acts as a coordinator and is responsible for daily management, coordination and implementation of the Grant Agreement. It therefore centralises the operations of the Aurora Alliance, to ensure the accomplishment of the established goals and the proper execution of the processes. The Central Office reports to the Board and works closely with the Coordinating party and Aurora Institutional coordinators. Stichting VU is the host institution of the Central Office.

“Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

“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 General Council.

“Coordinating Party”:

University of Iceland is the coordinating university or the “Coordinating Party”. The Coordinating Party has appointed the Project Director as Coordinator in the EACEA Portal. The Coordinating Party is the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinating Party 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.

“Coordinator”:

The Project Director is appointed by the Coordinating Party as Coordinator in the EACEA Portal.

“Secondary Coordinating Party”

STICHTING VU acts as Secondary Coordinating Party and host institution for the Central Office.

“Granting Authority”

Means the body awarding the grant for the Project, EACEA.

“Grant Agreement”

Refers to the Project proposal that was approved and enhanced in the Grant Agreement that the Parties signed. This includes the contractual obligations the Alliance has towards the EC, as well as the Description of Action (DoA), and budget and other annexes.

“Defaulting Party”

Defaulting Party means a Party which the General Council has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.

“Institutional Coordinator”:

A specific functionary per partner with coordinating responsibilities in the Project specifically for their own institution but with joint responsibility for the whole Project.

“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 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.

“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.

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 organisation 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.

The universities in the Consortium Agreement agree that they have submitted the proposal and have entered into this agreement in function of their membership of Aurora as a network/association.

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.

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

3.2 Duration and termination

This Consortium Agreement 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 Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

The provisions relating to Access Rights, 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 Project incurred prior to the date of termination, unless otherwise agreed between the General Council and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General principles

The Parties are jointly responsible for the organisation and the execution of the Project.

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 the Granting Authority and the other Parties, in accordance with the governance structure of the Project, of 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 and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

4.2. Minor Breach

Minor breach means a delay or non-participation (e.g. non-participation in implementation of a work package and/or task) by a Party of their obligations under the Consortium Agreement which does not materially, adversely and substantially affect the execution of the Agreement. In the event that a responsible Consortium Body identifies a Minor Breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, the Central Office will give formal notice to such Party requiring that such Minor Breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party. If such Minor Breach is substantiated and is not remedied within that period of time, The General Council shall decide on the consequences thereof which may lead to termination of its participation in the Work Package and/or transfer of tasks.

4.3 Major Breach

In the event that a responsible Consortium Body identifies a Major 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 Major Breach of its obligations, the Party appointed by the General Council, will give formal notice to such Party requiring that such Major Breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party. If such Major Breach is substantial and is not remedied within that period of time or is not capable of remedy, the General Council 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 and/or transfer of tasks.

Considering the form of the grant awarded by the Granting Authority (lump sum), should a Party fail to implement its part of the Project, whether in whole or in part, whether itself or by involving a third party in the Project, such failure leading to the non-completion of one or several Work packages of the Project, said Party shall be considered in Major Breach of this Consortium Agreement.

4.4 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 must 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. Considering the form of the grant awarded by the Granting Authority (lump sum), should such third party fail to implement its part of the Project on behalf of the Party it's legally bound to therefore and should such failure lead to the non-completion of one or several Work packages of the Project, said Party shall be considered responsible and liable towards the others for such failure of its third party.

4.5 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (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 relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

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 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 entities under the same control) 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,

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or to the extent that such limitation is not permitted by law.

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 Board of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Board.

6 Governance Structure

The organisational structure of the consortium shall comprise the following Consortium Bodies of Aurora, as decided by the presidents and set out in Annex 1 of the Grant agreement:

The **Aurora General Council** (hereinafter referred to as "The General Council") is the ultimate decision-making body of the Consortium Agreement. The General Council has ultimate decision-making powers over major decisions such as those stated in Section 6.1.3 of this Consortium Agreement.

The **Aurora Board** (hereinafter referred to as the "The Board") is the decision-making body of the consortium for daily management and reports to the Aurora General Council. The Board has decision-making powers over daily management matters and is the first port of call for strategic topics as stated in Section 6.2.

The **Aurora Central Office** (hereinafter referred to as "the Central Office") acts as a coordinator and is responsible for daily management, coordination and implementation of the Grant Agreement. It therefore centralises the operations of Aurora, to ensure the accomplishment of the established goals and the proper execution of the processes. The Central Office reports to the Board and works closely with the coordinating party and Aurora ICs.

The organisation and financing of the Central office is a joint responsibility of the Parties.

The **Coordinating party** is the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinating party 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. The University of Iceland is the coordinating university or the "Coordinating Party". The Coordinating Party has appointed the Project Director as Coordinator in the EACEA Portal.

Secondary Coordinating party provides the Coordinating party with additional support in implementing the Project and is the host institution for the Central Office. Stichting VU is the secondary Coordinating party.

Core Team is a collaboration platform between the Central Office, the coordinating party and secondary coordinating party. The Core Team collaborates closely together with the group of Institutional Coordinators designated for the Aurora 2030 Project.

Aurora Work Package Team Leaders (hereinafter referred to as “WPL”) are responsible for the implementation of the work package and shall stimulate and support the work package members in realising the deliverables as described in the description of action.

Aurora Institutional Coordinators (Aurora ICs) report to their own institutional leadership on Alliance activities and work closely with the Core Team on the management of the activities. ICs have a threefold role:

- Monitor the implementation of the Alliance activities within their own institution;
- Represent, and advise on, the institutional perspective at the Central Management level;
- Support their institutional leadership with their roles and responsibilities for the alliance.

6.1 Decision-making processes of the General Council

6.1.1 Members

Membership of **the General Council** is reserved for the rectors/presidents of the universities. If a rector/president cannot attend the General Council, formal representation by a Vice-Rector is allowed. In addition, the Student Council President and Vice-President also sit on the General Council.

6.1.2 Meetings of the General Council

The organisation of meetings of the General Council are in accordance with general rules of the Aurora Network.

6.1.3 Decisions of the General Council

The following decisions of the Project shall be taken by the General Council.

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Abolishment of a Work Package
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Breach, defaulting party status and litigation

- Identification of a Major 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
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party.

Any other decisions referred to the General Council by the Board.

6.2 Decision-making processes for the Board:

6.2.1 Board Members

Board members are appointed by the General Council meeting. Board members are appointed to their positions, with due observance of the following positions: chairman, secretary, treasurer, and board member. Only persons charged with management of a university member (so not being members themselves) may be appointed as chairman, secretary, treasurer and fourth Board member.

Board members are appointed to a position as referred to in paragraph 1 for a maximum period of two years. A Board member may be reappointed once. Upon expiry of this maximum term of office of four years a Board member may be appointed to a different position within the board for a maximum period of two years, with the option of being reappointed once. The aforementioned reappointment to a different position within the board shall always be possible, with the provision that a Board member may never hold a position in the board for more than eight years and that during that period a Board member may never hold the same position for more than four years.

For the purpose hereof one year shall be taken to mean the period between two successive annual General Council meetings. The Board members shall resign in accordance with a rotation schedule to be drawn up by the board. A Board member who resigns in accordance with the rotation schedule may be reappointed at once.

Each Board member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.2.5 of this Consortium Agreement.

6.2.2 Suspension, Dismissal, Retiring from office and Absence

The General Council meeting may decide to suspend or dismiss a Board member, stating reasons for doing so, for *inter alia* the following reasons:

- neglecting his duties or performing inadequately;
- incompatibility of positions or interests;
- a change in circumstances or other reasons in respect of the Board member in question, as a result of which the Consortium cannot reasonably be expected to retain the board member in office.

The General Council meeting decides to suspend or dismiss a Board member by a majority of at least two thirds of the votes cast.

The suspension shall end if the General Council meeting does not dismiss the Board member within a subsequent period of three months. The suspended board member will be given the opportunity to account for his actions in the General Council meeting and may be assisted by a lawyer when doing so.

A decision to dismiss a Board member shall not be made until after the Board member whose dismissal will be decided on has in advance been provided with the opportunity to be heard.

A board member shall furthermore cease to be in office:

- as a result of his voluntary or periodical resignation;
- when being declared bankrupt or being granted a suspension of payment of debts or when the statutory debt restructuring scheme for natural persons is declared applicable to him – provisionally or otherwise;
- when he is placed under guardianship;

- when an administrator is appointed over his property;
- as a result of being dismissed by the district court;
- as a result of his death;
- due to a representative of the university member no longer being charged with the management of a member;
- due to the membership of the university member with whose management the representative has been charged having ended;
- due to the student board member no longer being registered with a university member.

Any vacancies will as soon as possible be filled. In the event of vacancies, the Board will retain its powers. The Board is obliged to convene a membership meeting at the earliest possible moment for the purpose of discussing the vacancy or vacancies.

In the event of the absence or inability to act of one or more Board members the remaining board members will temporarily be charged with the management of the Consortium. In the event of the absence or inability to act of all the Board members or of the only Board member the management will temporarily be entrusted to one or more persons to be designated by the General Council meeting – from its midst or otherwise. When all the Board members are absent or unable to act, the General Council meeting is obliged to as soon as possible fill the vacancies in the board.

6.2.3 Duties and Powers

The Board is charged with the management of the Consortium, subject to the limitations imposed by the law and these articles of the Consortium. In the performance of its duties and powers the Board shall be guided by the objects and the interests of the Consortium.

The General Council meeting is entitled to subject certain decisions by the Board to its approval. Such decisions should be clearly defined and be communicated to the Board in writing.

The General Council meeting may set down a fitting job description, on the basis of which the Board shall perform its duties, including the role, the powers and the responsibilities of the Board.

6.2.4 Way of meeting

- 6.2.4.1 The Board meets at least twice a year and furthermore as often as such is deemed necessary by the chairman or two or more Board members.
- 6.2.4.2 Board meetings are convened by means of written notices sent to the address of each Board member by the secretary of the Board, at the instructions of the one or the ones who has or have made a request for a meeting to be held.
- 6.2.4.3 The notice convening the meeting shall state the time and place of the meeting and the items to be discussed.
- 6.2.4.4 The period for convening meetings is at least five days, not counting the day of convening and the day of the meeting. In urgent cases this period may be reduced, at the discretion of the chairman.
- 6.2.4.5 The meetings are chaired by the chairman or, in his absence, by his deputy, who in that case is appointed by the meeting on an ad hoc basis and for that single meeting only.
- 6.2.4.6 A Board member is entitled, by way of an exception, to have himself represented at the meeting by another person duly authorized in writing.
- 6.2.4.7 The minutes of the meeting are adopted and in witness thereof signed by the chairman and the secretary/minute taker of the meeting in question, or they are adopted in a subsequent meeting and signed in witness thereof by the chairman and the secretary/minute taker of that next meeting.
- 6.2.4.8 In Board meetings each Board member is entitled to cast one vote. Insofar as no larger majority is prescribed by the articles of the Consortium, all resolutions of the Board are adopted by a majority of the valid votes cast.
- 6.2.4.9 If the votes are equally divided, the chairman shall have the casting vote.
- 6.2.4.10 Valid resolutions may be adopted only, if all the Board members have been convened to the meeting with due observance of the above and if more than half of all the Board members are present or represented at the meetings. If the rules with regard to convening have not been observed, valid resolutions may nevertheless be adopted by a unanimous vote, in a board meeting at which all the board members are present or represented.
- 6.2.4.11 The Board may meet by telephone, by video conference call or by any other means of communication, provided all the Board members attending such a meeting are able to communicate with each other. A Board member may attend a board meeting by telephone, by video conference call or by means of another means of communication, provided the Board member in question is at all times able to communicate with all the other Board members attending that meeting.
- 6.2.4.12 A Board member shall not take part in the discussions and the decision-making process if he has a direct or indirect interest in the matter that is in conflict with the interest of the association. His presence shall be disregarded when determining a quorum. The resolution in question will in that case be adopted by the remaining Board members. When all the Board members have a direct or indirect personal interest that is in conflict with the interest of the Consortium, the resolution in question shall be adopted by the board by a unanimous decision, subject to the approval of the General Council meeting.

- 6.2.4.13 Board resolutions may also be adopted without holding a meeting, provided this is done in writing and all the Board members are in favour of the proposal in question. Resolutions of that nature are added to the minutes.
- 6.2.4.14 In all other respects the procedure and the decision-making process of the Board, as well as the way in which any duties shall be divided among them, may be provided for by Board regulations, to be adopted in that case by the board.
- 6.2.4.15 A Party 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 the Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.
- 6.2.4.16 When the decision is foreseen on the original agenda, a Party may only veto such a decision during the meeting.
- 6.2.4.17 When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.
- 6.2.4.18 When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.
- 6.2.4.19 In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.
- 6.2.4.20 A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.
- 6.2.4.21 A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Decisions of the Board

The Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Additions to Attachment 3 (List of Third Parties for simplified transfer)

If the Board deems it necessary, any of the aforementioned decisions can be brought to the General Council for discussion.

On the basis of the Grant Agreement, the appointment, if necessary, of:

- External Expert Advisory Board Members

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

6.2.6 Representation

The Board represents the Consortium, to the extent not provided otherwise by the law and these articles of the Consortium. The authority to represent the Consortium is also vested in:

- Each individual university Board member;
- a student Board member and a university Board member jointly.
- In the event of a conflict of interests of a Board member with the Consortium the Consortium will be represented by another Board member. In all cases in which the Consortium has a conflict of interests with one or more Board members, the General Council meeting may appoint one or more persons being employees or students of one or more Consortium members to represent the Consortium.
- The Board may authorize one or more persons being employees or students of one or more Consortium members to represent the Consortium. The person authorized in that manner shall represent the Consortium with due observance of the limitations of his authority.

7 Specific operational procedures for Work Package Leaders

7.1 Members

The Work Package Leaders group shall consist of the Coordinator and the Parties identified in the Grant Agreement as Work Package Leaders.

7.1.1 Meetings

The Coordinator shall take part in all meetings of the Work Package Leaders, unless decided otherwise by a majority of two-thirds.

The Work Package Leaders shall prepare the meetings, propose decisions, and prepare the recommendations and reports to be sent to the General Council.

7.1.2 Tasks

7.1.2.1 The Work Package Leaders shall:

- be responsible for the proper execution and implementation of the decisions of the General Council.
- monitor the effective and efficient implementation of the Project.
- ensure timely delivery of outputs and deliverables
- ensure alignment between Work Packages and monitor the progress, identifying any pivots or deviations from the Consortium Plan, decide on corrective measures and if necessary, suggest corrective measures and propose changes to the Consortium Plan to the General Council.
- support the Coordinator in preparing meetings with the Granting 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 Granting Authority in respect of the procedures of the Grant Agreement Article 29.
- assist the Aurora Communication officer in communicating and disseminating Project outcomes and outputs to the public and relevant stakeholders.
- Ensure timely reports to the Coordinator and Institutional Coordinators on the execution of the Action and eventual obstacles.

7.1.2.2

Improper implementation:

In the case a work package member fails to complete their tasks resulting in a possible minor breach Work Package Leader shall notify the Central Office as soon as possible in accordance with Art. 4.2.

7.1.2.3

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

7.2 Coordination of the Project

7.2.1.1

Coordination of the Project is a shared responsibility of the Coordinating Party and the Central Office, jointly referred to as Coordinator.

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

In particular, the Central Office shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement.
- keeping the address list of Members and other contact persons updated and available.
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority.
- preparing the meetings, proposing decisions and preparing the agenda of General Council meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings related to the management of the Project
- transmitting promptly documents and information connected with the Project to any other Party concerned.
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Central Office 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 Central Office may nevertheless submit the other Parties' Project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

The coordinating party shall be responsible for:

- administering the financial contribution, to support the Project implementation (hereinafter referred to as "funds" or "amount(s)"), of the Granting Authority and fulfilling the financial tasks described in Section 7.2.

Daily Management:

- The Central Office is responsible for daily management, coordination and implementation of the Grant Agreement. It therefore centralises the operations of the Aurora 2030 Project, to ensure the accomplishment of the established goals and the proper execution of the processes. The Central Office reports to the Board.

7.2.2

If the Coordinating party fails in its coordination tasks, the Board may propose to the Granting Authority to change the Coordinating party.

7.2.3

The Coordinating party and the Central Office 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.

7.3 Expert Advisory Boards (EAB)

Expert Advisory Boards (EAB) will be appointed and steered by the Board. The EAB shall assist and facilitate the decisions made by the Board.

The following, as defined in the Grant Agreement, will serve as Expert Advisory Boards (EAB) for this Consortium Agreement:

- Aurora Student Council
- Vice-Rectors for Education
- Vice-Rectors for Research

The following, as defined in the Grant Agreement, will serve as External Expert Advisory Boards (EEAB) for this Consortium Agreement:

- External Stakeholders Board
- External Quality Board

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EEAB member.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

The Coordinator shall write the minutes of the EAB meetings and EEAB meetings and submit them to the Board. The EEAB members shall be allowed to participate in General Council meetings upon invitation but have not any voting rights.

8 Financial provisions

8.1 General Principles

8.1.1 Distribution of Financial Contribution

The financial contribution awarded by the Granting Authority in the form of lump sums shall be distributed by the Coordinating party among the concerned Parties according to:

- the Consortium Plan (Lump-sum shares for Work packages and distribution between Beneficiaries are fixed and they are paid in accordance with the Grant Agreement. The Consortium Plan (i.e., the budget by Work packages, task, Party and concept) as established at the Effective Date is included in Attachment 3 for information);

- the approval of reports by the Granting Authority, and
- the provisions of payment

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan. The updating of the Consortium Plan must be agreed by the Board and, as a consequence, the description of the Project may have to be updated following re-planning.

8.1.2 Justifying Costs

Considering the form of the grant (lump sum), no cost reporting will be required.

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinating party nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

8.1.3 Funding Principles

Considering the form of the grant awarded by the Granting Authority (lump sum), the following apply:

- Each Party shall be funded in accordance with the Consortium Plan and as stipulated in the Grant agreement.
- The Coordinating party shall only transfer to the concerned Parties the amount pertaining to their share of the grant without undue delay after having itself received such amount(s) from the Granting Authority.
- The maximum overall grant amount is 14.399.840 EUR. The grant takes the form of a lump sum grant for the completion of work packages/activities. In the proposal the beneficiaries described in ten work packages the activities which they commit to carry out with the lump sum amount requested. They described a clear distribution of tasks and the financial arrangements among themselves, a detailed timeline with the main activities/deliverables/results, the monitoring and control system and the tools put in place to ensure a timely implementation of the Project activities. As the Project is funded on the basis of lump-sum payments made upon full implementation and the acceptance of work packages by the Granting Authority, the Parties need to submit all data and supporting documents to draw the progress report and the final report (e.g. the status of the work packages (completed or not) , the technical report which shall detail who did what indicating the contributions of each Party, relevant supporting documents, such as but not limited to meeting minutes, course materials, Project deliverables etc.) to enable the use of all monitoring tools in order to assess the technical report and the status of the work package (level of achievements of objectives of the work package). Each Party shall be solely responsible for justifying the lump sum amount which they request. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification towards the Granting Authority. Should a Party fail to contribute to a work package or leave the Consortium prior to work package completion, the remaining parties shall decide on the transfer of that Party's share of funds in whole or in part to the other Parties of the Consortium as may be necessary and reasonable to cover costs for completion of the relevant work package.

8.1.4 Excess payments

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinating party without undue delay, or under the conditions agreed among the Coordinating Party and the Party.

8.1.5 Revenue

In case a Party earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such revenue. The other Parties’ financial share of the budget shall not be affected by one Party’s revenue. In case the relevant revenue is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

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

A Party terminating the Consortium Agreement shall refund all payments it has received except the amount of contribution accepted by the Granting 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.

8.2 Payments

8.2.1

Payments to Parties are the exclusive task of the Coordinator.

In particular, the Coordinating party 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 Granting Authority’s financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinating party is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

8.2.2

The transfer of the initial pre-financing and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule:

Funding of costs included in the Consortium Plan will be paid by the Coordinating party to the Parties after receipt of payments from the Granting Authority in separate instalments as agreed below:

40 %	on receipt of Pre-financing
40 %	Interim payment
20%	Final payment

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

The Coordinating party is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinating party is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

All payments shall be regarded as advances pending explicit approval by the Granting Authority of the final report, the corresponding cost statement and the quality of the results of the Project. Should a work package not be finished or accepted by the Granting Authority at the end of the Project, the Parties shall reimburse the Granting Authority their share of the excessive payments should there be any.

Considering that the Central Office is not in a position to financially contribute 20% of its allocated budget, Parties will contribute in equal shares to the “own contribution” of the Central Office.

The clearing of these contributions will be done with the distribution of each payment by the Grant Authority, or by invoicing partners in the event individual partners prefer that.

9 Results

9.1 Ownership of Results

Results are owned by the Party that generates them.

9.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- 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.

The joint owners shall agree on all protection measures of related cost and proceeds generated in connection with the Results and/or licensing in advance in writing with signatures on one deed.

9.3 Transfer of Results

9.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.

9.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

9.3.3

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 under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a positive decision of the Board.

9.3.4

The Parties recognise 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 at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

9.3.5

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

9.4 Dissemination

9.4.1

For the avoidance of doubt, the confidentiality obligations set out in this Consortium Agreement apply to all dissemination activities described in this Section 9.4 as far as Confidential Information is involved.

9.4.2 Dissemination of own (including jointly owned) Results

9.4.2.1

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 Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 20 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

9.4.2.2

An objection is justified if:

- the protection of the objecting Party's Results or Background would be adversely affected, or

- the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- the proposed publication includes Confidential Information of the objecting Party.

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

9.4.2.3

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.

9.4.2.4

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 the objections of the objecting Party have been addressed.

9.4.3 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.

9.4.4 Cooperation obligations

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

9.4.5 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.

10 Access Rights

10.1 Background included

10.1.1

In an Attachment, the Parties can identify and agree on the Background for the Project can also, where relevant, inform each other that Access to specific Background is subject to legal restrictions or limits.

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

10.1.2

Any Party may add additional Background to the Attachment during the Project provided they give written notice to the other Parties. However, approval of the Board is needed should a Party wish to modify or withdraw its Background identified in the Attachment.

10.2 General Principles

10.2.1

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

10.2.2

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

10.2.3

Access Rights shall be free of any administrative transfer costs.

10.2.4

Access Rights are granted on a non-exclusive basis.

10.2.5

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

10.2.6

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.

10.2.7

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 Project shall be granted on a royalty-free basis,

10.4 Access Rights for Exploitation

10.4.1 Access Rights to Results

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

10.4.2

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

10.4.3

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

10.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control", if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control [listed in Attachment 4]. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

10.6 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.

10.7 Access Rights for Parties entering or leaving the Consortium

10.7.1 New Parties entering the Consortium

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

10.7.2 Parties leaving the Consortium

10.7.2.1 Access Rights granted to a leaving Party

10.7.2.1.1 Defaulting Party

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

10.7.2.1.2 Non-defaulting Party

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

It may request Access Rights within the period of time specified in Section 10.4.3.

10.7.2.2 Access Rights to be granted by any leaving Party

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

10.8 Specific Provisions for Access Rights to Software

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

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

11 Non-disclosure of information

11.1

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 Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

11.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information 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 to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient 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 complies with the confidentiality obligations herein contained with respect to such copy.

11.3

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its 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.

11.4

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 confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality 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 10.7 hereunder.

11.5

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.

11.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

11.7

If any Recipient 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.

12 Miscellaneous

12.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Recipients for Notices)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (Bank Account Information)
- Attachment 6 (Deed of Amendment to the Articles of Association Aurora Universities Network)
- Attachment 7 (Budget)

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 that fulfils the purpose of the original provision.

12.2 No representation, partnership or agency

Except as otherwise provided in Section 6, 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.

12.3 Formal and written notices

Any notice to be given under this Consortium Agreement shall be addressed to the recipients as listed in the most current address list kept by the Central Office

Any change of persons or contact details shall be immediately communicated to the Central Office by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 4.3, and 10.7.2.1.1.) 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 with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

12.4 Assignment and amendments

Except as set out in Section 9.3, 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 written approval.

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

12.5 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.

12.6 Language

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

12.7 Applicable law

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

12.8 Conflict resolution

Conflict resolution for when there is a minor breach. At the time of the conflict, the Party can either effectively resolve it or escalate if necessary. Conflicts in these situations can be raised by any of the Parties. The Central Office should proactively identify, log and raise such issues for resolution. When required, conflicts are discussed in the weekly Project Status Meetings or, if needed, escalated to the Board, or if necessary, the General Council.

The escalation procedure for this Project is as following:

Only issues/changes/risks with Very Low and Low impact can be approved by the Coordinator. In this case, the Coordinating Party and relevant Work Package leaders must always be informed.

Issues/changes/risks with Medium impact are approved by the Board, Issues/changes/risks with High and very High impact are approved by the General Council.

Decisions are registered;

If the Board deems it necessary, any of the aforementioned decisions can be brought to the General Council for discussion.

12.9 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 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.

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

Signatures

AS WITNESS:

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

HASKOLI ISLANDS, 



Date 20/11/23

STICHTING VU

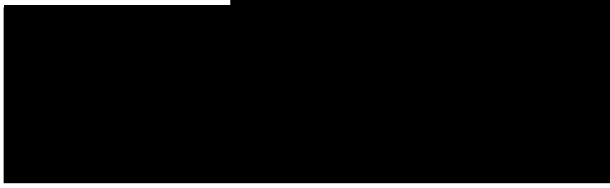
Date December 18th 2023

UNIVERSITAET DUISBURG-ESSEN



Date 29.11.2023

UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II - UNINA



Date 11/24/2023

UNIVERSITAT ROVIRA I VIRGILI - URV

Date: December 1, 2023

UNIVERSITAET INNSBRUCK - UIBK

Date

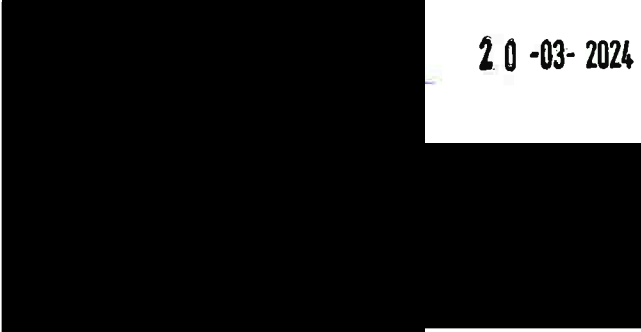
23.11.2023

UNIVERZITA PALACKEHO V OLOMOUCI

Signature(s)

Name(s) MARTIN PROCHAZKA, Rector of Palacký University Olomouc

Title(s) Prof. MUDr. Martin PROCHÁZKA, Ph.D.

A large black rectangular redaction covers the signature area. To the right of the redaction, the date "20-03-2024" is printed in a bold, black, sans-serif font.

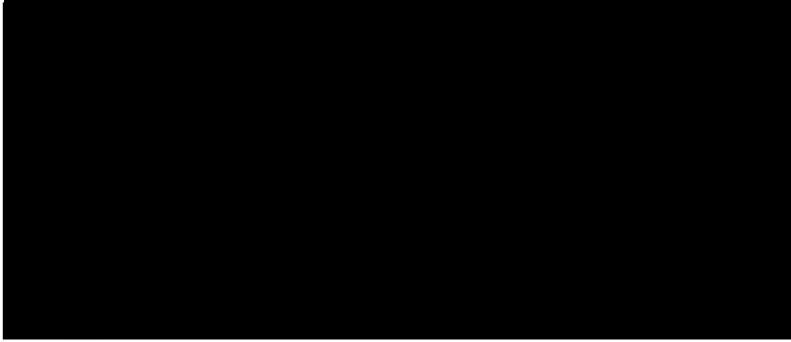
20-03-2024

COPENHAGEN BUSINESS SCHOOL





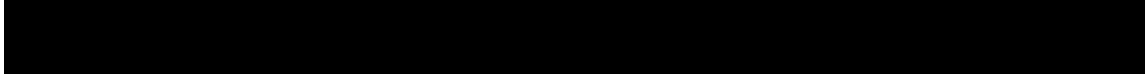



Date November 28th, 2023

UNIVERSITE PARIS XII VAL DE MARNE - UPEC



Date 27/11/2023

Attachment 1: Recipients for Notices

- 1) HASKOLI ISLANDS (UI),
SAEMUNDARGOTU 2,
REYKJAVIK 101, Iceland

- 2) STICHTING VU (STICHTING VU),
DE BOELELAAN 1105,
AMSTERDAM 1081 HV, Netherlands
Name of contact person
- 3) UNIVERSITAET DUISBURG-ESSEN (UDE),
UNIVERSITATSSTRASSE 2,
ESSEN 45141, Germany

- 4) UNIVERSITAT ROVIRA I VIRGILI (URV),
CARRER DE ESCORXADOR,
TARRAGONA 43003, Spain

- 5) UNIVERSITAET INNSBRUCK (UIBK),
INNRAIN 52,
INNSBRUCK 6020, Austria

- 6) UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II (UNINA),
CORSO UMBERTO I, 40,
NAPOLI 80138, Italy
Name of contact person
- 7) UNIVERZITA PALACKEHO V OLOMOUCI (UP),
KRIZKOVSKÉHO 8,
OLOMOUC 771 47, Czech Republic
Name of contact person
- 8) COPENHAGEN BUSINESS SCHOOL (CBS),
SOLBJERG PLADS 3,
FREDERIKSBERG 2000, Denmark

- 9) UNIVERSITE PARIS-EST CRÉTEIL VAL DE MARNE (UPEC),
AVENUE DU GENERAL DE GAULLE 61,
94010, CRETEIL, France


Attachment 2: Accession document

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 authorized 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)

Attachment 3: List of third parties for simplified transfer

Attachment 4: Identified entities under the same control

Attachment 5: Bank Account Information

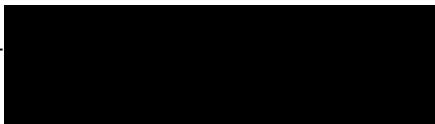
1) Bank Account Information: HASKOLI ISLANDS (UI)

Account holder's name:	HASKOLI ISLANDS
Account holder's address:	SÆMUNDARGOTU 2, REYKJAVIK 101, ICELAND
Bank (name and address):	
IBAN/Account no.:	
Currency (i.e. USD, EUR):	EUR
SWIFT/BIC/ABA/Routing code:	
Reference number:	

2) Bank Account Information: STICHTING VU (STICHTING VU)

Account holder's name:	STICHTING VU
Account holder's address:	DE BOELELAAN 1105, AMSTERDAM 1081 HV, NETHERLANDS
Bank (name and address):	
IBAN/Account no.:	
Currency (i.e. USD, EUR):	EUR
SWIFT/BIC/ABA/Routing code:	
Reference number:	

3) Bank Account Information: UNIVERSITAET DUISBURG-ESSEN (UDE)

Account holder's name:	UNIVERSITAET DUISBURG ESSEN
Account holder's address:	UNIVERSITATSSTRASSE 2, ESSEN 45141, Germany
Bank (name and address):	
IBAN/Account no.:	
Currency (i.e. USD, EUR):	EUR
SWIFT/BIC/ABA/Routing code:	

Reference number:	[REDACTED]
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4)Bank Account Information: UNIVERSITAT ROVIRA I VIRGILI (URV)

Account holder's name:	UNIVERSITAT ROVIRA I VIRGILI
Account holder's address:	CARRER DE ESCORXADOR, TARRAGONA 43003, Spain
Bank (name and address):	[REDACTED]
IBAN/Account no.:	[REDACTED]
Currency (i.e. USD, EUR):	EUR
SWIFT/BIC/ABA/Routing code:	[REDACTED]
Reference number:	N/A

5)Bank Account Information: UNIVERSITAET INNSBRUCK (UIBK)

Account holder's name:	UNIVERSITAET INNSBRUCK
Account holder's address:	INNRAIN 52, INNSBRUCK 6020, Austria
Bank (name and address):	[REDACTED]
IBAN/Account no.:	[REDACTED]
Currency (i.e. USD, EUR):	EUR
SWIFT/BIC/ABA/Routing code:	[REDACTED]
Reference number:	[REDACTED]

6)Bank Account Information: UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II (UNINA)

Account holder's name:	UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II
Account holder's address:	CORSO UMBERTO I, 40, NAPOLI 80138, Italy
Bank (name and address):	
IBAN/Account no.:	
Currency (i.e. USD, EUR):	EUR

SWIFT/BIC/ABA/Routing code:	
Reference number:	

7)Bank Account Information: UNIVERZITA PALACKEHO V OLOMOUCI (UP)


Account holder's name:	UNIVERZITA PALACKEHO V OLOMOUCI
Account holder's address:	KRIZKOVSKÉHO 8, OLOMOUC 771 47, Czech Republic
Bank (name and address):	
IBAN/Account no.:	
Currency (i.e. USD, EUR):	EUR
SWIFT/BIC/ABA/Routing code:	
Reference number:	

8)Bank Account Information: COPENHAGEN BUSINESS SCHOOL (CBS)

Account holder's name:	COPENHAGEN BUSINESS SCHOOL
Account holder's address:	SOLBJERG PLADS 3, FREDERIKSBERG 2000, Denmark
Bank (name and address):	
IBAN/Account no.:	
Currency (i.e. USD, EUR):	EUR // DKK
SWIFT/BIC/ABA/Routing code:	
Reference number:	

9)Bank Account Information: UNIVERSITE PARIS-EST CRÉTEIL VAL DE MARNE (UPEC)

Account holder's name:	UNIVERSITE PARIS-EST CRÉTEIL VAL DE MARNE
Account holder's address:	AVENUE DU GENERAL DE GAULLE 61, 94010, CRETEIL, France
Bank (name and address):	
IBAN/Account no.:	

Currency (i.e. USD, EUR):	EUR
SWIFT/BIC/ABA/Routing code:	
Reference number:	N/A

**Attachment 6: DEED OF AMENDMENT TO THE ARTICLES OF
ASSOCIATION AURORA UNIVERSITIES NETWORK**

Attachment 7: Aurora 2030 Budget

Your Requested EU
Grant Amount : 14.399.839 EUR

BE NR/AE	Acronym	WP 001 Project Management	WP 002 Joint Education	WP 003 Social Entrepreneurship and Innovation	WP 004 Teaching and Learning for Societal Impact	WP 005 Research and Innovation	WP 006 Green and Digital Campus	WP 007 Community Outreach	WP 008 Enabling Mobility and Exchange	WP 009 Aurora Governance	WP 010 Impact and Dissemination	Maximum Grant Amount
University of Iceland	Uice	380.265	137.484	131.339	151.075	526.490	118.766	97.940	264.262	59.708	43.135	1.910.465
Vrije Universiteit Amsterdam	VU	1.173.212	294.953	129.011	451.898	120.307	77.066	82.240	231.556	411.640	226.556	3.198.440
University Duisburg-Essen	UDE	67.155	615.623	93.714	49.999	37.174	137.922	71.516	198.786	42.823	30.257	1.344.970
University of Napoli Federico II	UNINA	146.463	225.205	98.168	86.208	50.329	78.630	48.888	212.672	165.452	135.981	1.247.996
University Rovira i Virgili	URV	143.316	64.042	40.284	44.439	29.781	173.202	121.868	400.863	119.229	84.994	1.222.017
University of Innsbruck	UIBK	142.867	187.293	103.319	82.775	134.991	222.389	105.117	290.013	85.600	72.418	1.426.781
Palacky University Olomouc	UP	268.698	99.382	68.258	35.438	67.966	40.831	302.510	196.623	43.142	94.023	1.216.874
Copenhagen Business School	CBS	158.345	261.602	432.540	93.933	6.100	33.908	36.647	299.461	55.976	61.047	1.439.559
Université Paris-Est Créteil	UPEC	394.897	149.533	30.172	13.952	160.243	12.069	23.288	241.553	33.726	333.306	1.392.737
TOTAL	Consortium	2.875.219	2.035.116	1.126.806	1.009.718	1.133.381	894.784	890.015	2.335.789	1.017.296	1.081.716	14.399.839