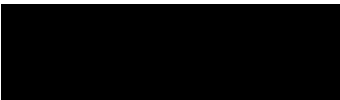


CONSORTIUM AGREEMENT

PROJECT

M-ERA.NET Joint Call 2023



Consortium Agreement

M-ERA.NET Call 2023

STF4SW

by and between

Kalekim Construction Chemicals Co. Firuzkoy Street, Firuzkoy Avenue No: 188/1 Avcilar, Istanbul, Turkiye, Legal Registration No: 124652-0 VAT No: 4910024958, Represented by the R&D Manager: Ece Unlu Pinar and Finance Director: Ozgun Ozmen (“**KALEKIM**”), as a Project Coordinator,

and

University of Pardubice, Studentská 95, 532 10 Pardubice, Czech Republic, Legal Registration No: 00216275, VAT No: CZ00216275, Represented by the rector: Prof. Libor Čapek (“**UPCE**”),

and

Czech Technical University in Prague, Jugoslávských partyzánů 1580/3, 160 00 Praha 6 – Dejvice, 160 00, Prague, Czech Republic, Legal Registration No: 68407700, VAT No: CZ68407700, Represented by the dean of the Faculty of Transportation Sciences: prof. Ing. Ondřej Příbyl, Ph.D. (“**CVUT**”),

and

Červenka Consulting s.r.o., Praha 5, Na Hřebenkách 55, 150 00 Prague, Czech Republic, Legal Registration No: 28399269, VAT No: CZ28399269, Represented by Ing. Jan Červenka, Ph.D. (“**CER**”),

and

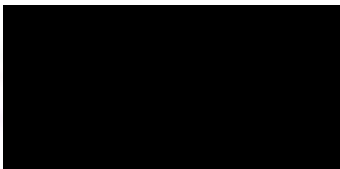
Technical University of Cluj-Napoca, Str. Memorandumului nr.28, Cluj-Napoca, jud.Cluj, România, Legal Registration No: 4288306, VAT No: RO4288306, Represented by the rector: Prof. Vasile Țopa (“**TUCN**”)

hereinafter, jointly or individually, referred to as “**Parties**” or “**Party**”, relating to the Action entitled “Sustainable act for construction market: A new perspective on passive seismic protection”, in short “STF4SW” hereinafter referred to as “the Project”.

WHEREAS, the Parties, having considerable experience in the field concerned, have received a fund for the M-ERA.NET Call 2023 after successful evaluation;

WHEREAS, the Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific funding contracts to be signed by the Parties and their national/regional funding agencies.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:



BUN

ZEL etiketi ile sınıflandırılmıştır.



Preliminary article – Definitions

When used in this Agreement, the following words and expressions, beginning with a capital letter, shall have the meaning defined herein including its Annexes:

“Agreement” means this Consortium Agreement and its Annexes.

“Funding Agency” means the funding organisations involved in the transnational Project, namely:

- KALEKIM: The Scientific and Technological Research Council of Türkiye (TÜBİTAK)
- UPCE: Technology Agency of the Czech Republic (TA CR)
- CVUT: Technology Agency of the Czech Republic (TA CR)
- CER: Technology Agency of the Czech Republic (TA CR)
- TUCN: Executive Unit for Financing Higher Education, Research, Development and Innovation (UEFISCDI)

“Steering Committee” means the Project-steering body referred to in Article 4.1 hereof.

“Background Knowledge” means any and all technical and/or scientific information and knowledge and/or any and all other type of information, in any form whatsoever, whether patentable or not, and/or whether actually patented or not, and all the related rights, belonging to a Party or held by the latter prior to the effective date of the Agreement.

The Parties' Background Knowledge at the effective date of the Agreement is specified in Appendix 2 hereto. During performance of the Agreement, each Party is responsible for advising the other Parties, in writing, of the creation of further Background Knowledge and for proving, where applicable, the latter's independence vis-à-vis the Project. In this case, Annex 2 shall be supplemented.0,

“Results” means any and all technical and/or scientific information and knowledge, whether actually patented or not, and whether patentable or not, including know-how, software (in its source-code or object-code version), drawings, diagrams, designs, formulas, functional samples, or any and all other type of information, in any form whatsoever, and all the related rights, that are developed by one or several Parties pursuant to the Agreement.

The Parties may develop two categories of Results: Own Results and Jointly Owned Results, as further specified below.

“Own Results” means any Result, obtained by only one Party, without the contribution of one or several other Parties and without their participation in term of creative / intellectual activity during the execution of its part of the Project.

“Jointly Owned Results” means any Result developed jointly by staffs of several Parties, with their indivisible participation in term of creative / intellectual activity during the execution of their part of the Project.

“Coordinator” means the Project Coordinator.

“Confidential Information” means any and all information and/or data, in any form and of any nature whatsoever, that is disclosed by a Party to one or several other Parties under the Agreement, subject to the disclosing Party having clearly and unambiguously stated its

confidential nature or, in the event of oral disclosure, that the disclosing Party states its confidential nature orally when it is disclosed.

“Project”: Sustainable act for construction market: A new perspective on passive seismic protection

“Works” mean the Works carried-out by the Parties pursuant to the Project under this Agreement, as listed in Annex 1 hereto.

Article 1 - Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship between 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, rights of use and dispute resolution, and call implementation.

For the avoidance of doubt, this Consortium Agreement is limited to the performance of the Project, (hereinafter referred to as “the Proposal”), which is annexed hereto (Annex 1).

Article 2 - Implementation of the cooperation

- 2.1 Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfill, promptly and on time, all of its obligations under this Consortium Agreement as may be reasonably required from it and in a manner of good faith.
- 2.2 Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.
- 2.3 Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Project Coordinator to carry out its tasks.
- 2.4 Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

Article 3 - Costs

Each Party shall bear its costs arising to it in the course of implementation of this Agreement, if necessary subject to the compliance of the regulations imposed by the respective Funding Agencies.

Article 4 – Project Coordinator / Governance

- 4.1 KALEKIM as the Project Coordinator, shall be responsible for the liaison with M-ERA.NET and the ongoing reporting requirements with M-ERA.NET / TUBITAK.
- 4.2 The Steering Committee (SC) is the ultimate decision-making body of the Consortium. The SC will consist of one representative from each Party (“members”). It is chaired by the Project Coordinator and will meet at least once per month either during the project meetings or by video/teleconferences, convened by the Project Coordinator. The SC is responsible for: (i) monitoring project progress; (ii) planning of the joint meetings; (iii) ensuring timely completion of tasks, deliverables, milestones and dissemination of

results; (iv) setting up contingency plans and deciding on corrective actions in accordance with the Funding Agencies regulations, (v) regularly screening the projects results as; (vi) provide information to Project Coordinator for his reporting duties to M-ERA.NET.

- 4.3 Where applicable, the Steering Committee may propose to the Parties to exclude a defaulting Party or to include a new Party in order to carry-out the Project, subject to each Party's funding authority. The Steering Committee is responsible for providing conditions conducive to the due and proper performance of the Agreement. In this respect, it is a personal communication body between the Parties related to the Project, whether of a technical, industrial, commercial or other nature. The Steering Committee shall act as a discussion forum for the Parties in the event of problems or disputes.
- 4.4 The Project Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise in a meeting of the Steering Committee.
- 4.5 The chairperson of the Steering Committee shall give notice in writing of a meeting to each Member of the Steering Committee with at least - 7 days preceding the meeting. That notice must include an agenda. In case where the quorum is not reached and the chairperson has to convene another meeting he shall give notice in writing of the new meeting to each Member of that Consortium Body as soon as possible but no later than the minimum number of days preceding the meeting as indicated above. Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda. During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.
- 4.6 Each Party will, through its representative or his alternate, have one vote in the SC. Any decision must be unanimous.
- 4.7 The chairperson of the Steering Committee shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 15 calendar days of the meeting.
- 4.8 The minutes shall be considered as accepted if, within 30 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

Where applicable, said members may be assisted by the specialist of their choice, provided that they inform the others Committee members beforehand and that said specialist, if they are not staff of the Parties, sign a non-disclosure agreement that reiterates the non-disclosure obligations. These specialists participate in the Committee's meetings only in an advisory capacity. Each representative may have themselves represented at Committee meetings by a person from the same organization having the same representation capacities, subject to advising the other members beforehand. Each Party may replace its member by a person from the same organization having the same representation capacities, subject to advising the other Coordinator beforehand.

Article 5 – Intellectual Property

- 5.1 Each Party retains full and total ownership of its Background Knowledge.
- 5.2 Results are owned by the Party that generates them. The Parties shall notify each other of the creation of the Intellectual Property and the Party owning such Intellectual Property shall bear the costs of filing applications and conducting the relevant proceedings.

5.3 If the subject matter of the Intellectual Property is demonstrably created by the collaboration of personnel of more than one Party in the performance of tasks under the Project, the subject matter of the Intellectual Property shall be the joint property of the Parties involved in the proportion of the ownership interests in which the personnel of each Party contributed to the creation of the subject matter of the Intellectual Property (hereinafter referred to as "Jointly Owned Results"). The Parties envisage the following results in accordance with the project objectives:

- Patent, with KALEKIM being the sole owner of the result
- Functional Sample (STF-Damper), whereby the co-ownership shares in the result are divided as follows:

KALEKIM: 20 %.

UPCE: 20 %.

CVUT: 20 %

CER: 20 %

TUCN: 20 %

The Parties shall assist each other in the preparation of applications, including foreign applications. The Parties shall share, in proportion to their respective shareholdings, the costs of filing the applications and the conduct of the relevant proceedings.

5.4 If one of the Parties is not interested in filing an application, the other Party may request that the right to file such application be transferred to itself. The Parties shall discuss the terms of the transfer of the right to file before the transfer. The Parties shall assist each other in preparing the filing of applications, including foreign applications. The Party to which the right to file the application is transferred shall bear the costs of filing the application and of the relevant proceedings.

5.5 The Parties are entitled to use the know-how acquired during the implementation of the Project independently and without the consent of the other Party and to transfer the results of this know-how into practice.

5.6 If the rights from the subject of Intellectual Property that will be created during the implementation of the Project belong to all Parties in accordance with the provisions of the Agreement, the use of these rights shall be decided by all co-owners unanimously, none of the Party is entitled to use these rights without the consent of the other co-owners. The Parties undertake to use their best efforts to agree on the joint exploitation of the Intellectual Property rights. The valid conclusion of the licence agreement requires the consent of all co-owners.

5.7 The unanimous consent of all co-owners is required to transfer of the rights in the Intellectual Property to a third party. The consent of the other co-owners is not required for the transfer of the interest of one of the co-owners to another co-owner. A co-owner may transfer his share to a third party only if none of the co-owners accepts a written offer of transfer within one month.

5.8 The details of the use of the Project results beyond the provisions of this Agreement shall be set out in the Funding Agency-approved Implementation Plan for the Project results and, where applicable, in the Results Utilisation Agreement. All Parties agree to cooperate with the Project Coordinator in developing an implementation plan for the [REDACTED] results.

- 5.9 All parties undertake to respect the copyright of the originators of the specific results unless the results are published in open-access form. Re-users shall get access by the confirmation from the SC.

Article 6 - Rights of Use

- 6.1 Access rights to Results and Background needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed in writing.
- 6.2 Each Party shall implement its tasks in accordance with the Project Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.
- 6.3 Any access rights granted expressly exclude any rights to sublicense unless expressly stated otherwise and shall be free of any administrative transfer costs and granted on a non-exclusive basis and only for the purposes for which access rights have been granted.
- 6.4 Access rights to Results, if needed for exploitation of a Party's own Results, shall be granted on fair and reasonable conditions. The rights of use must be requested in writing within one year after completion of the project.
- 6.5 Any further access rights to the Results or Background of another Party are subject to individual agreements.

Article 7 - Confidentiality

- 7.1 Each Party shall only provide the other Parties with the Confidential Information that it deems to be required for implementation of the Project, subject to third party rights.
- 7.2 No provision of the Agreement may be construed as obliging any Party to disclose Confidential Information to another Party, with the exception of the information required for implementation of the Project.
- 7.3 Each Party hereby undertakes to keep confidential with respect to third parties all Confidential Information received from one of the other Parties. Particularly, the receiving Party undertakes to ensure that the Confidential Information originating from the Party disclosing it:

- is kept strictly confidential and is protected in the same manner as its own Confidential Information;

- is only provided to the members of its staff or subcontractors which have to be familiar therewith and is only used for the purposes set forth in the Agreement.

The disclosure of Confidential Information and the transfer of objects marked as confidential to third parties shall be subject to the prior written consent by the Disclosing Party. Third party in terms of the foregoing provisions is not the M-ERA.Net and the funding bodies in the different countries.

- 7.4 All the Confidential Information and its reproductions, sent by a Party to another pursuant to the Agreement shall remain the property of the Party disclosing it, subject to third party rights, and shall be immediately returned to the latter at its request. This does not apply to routinely created backup copies of electronic data processing and information or copies thereof that must be retained under applicable law.
- 7.5 The obligation of confidentiality according to Article 7 paragraph 3 shall not apply to [REDACTED] information and objects for which it can be proved that the information:

- a. belongs to the public domain at the time of disclosure;
 - b. falls into the public domain without breach of Article 7 paragraph 3;
 - c. has been or is being developed by those employees of the receiving Party who had no access to the disclosed information;
 - d. had already been known to the receiving Party prior to the disclosure by the disclosing Party; or
 - e. is disclosed to the receiving Party by a third party without the obligation of confidentiality.
 - f. must be disclosed pursuant to an order of a court or governmental authority.
- 7.6 The foregoing obligation of confidentiality shall expire five years after the end of this Agreement.
- 7.7 No provision of this Agreement implies:
- a waiver of protection of Confidential Information by a patent or by any and all other intellectual property right by the Party disclosing it;
 - a transfer of any right over this information by the Party disclosing it in favour of the other Parties.

Article 8 - Publications

- 8.1 Each party is entitled to publish its Own Results. The disclosure must not affect or threaten the protection of the Project's results, otherwise the Party is liable to the other Parties for the damage caused.
- 8.2 Any planned publication or communication of Jointly Owned Results or information relating to the Project by one of the Parties shall be subject, during the term of the Agreement and for one year following its expiry or termination date, to the prior and written agreement of the Parties. This provision does not apply to the performance of legal obligations or obligations imposed by the Funding Agency arising from the Project.
- 8.3 Prior notice of any planned publication shall be given to the other Parties at least 30 days before the publication; together with sufficient information on the results it will disseminate. Any of the other Parties may object within 30 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests. If no objection is made within the time limit stated above, the publication is permitted.
- 8.4 In all publications, presentations or other information destined for the public which relate to cooperation under this Agreement appropriate reference shall be made to the cooperation and the partners involved and the Funding Agencies.

Article 9 – Data Management

- 9.1 Appropriate and secure use of material and data of the Project will be enabled according to the application of common European standards. The collected data will be protected and secured, in order to avoid a malevolent use of it.
- 9.2 The Project Coordinator shall develop a data management plan. It shall be continuously updated. The Project Coordinator shall follow the policies and procedures of M-ERA.NET (and local funding agencies) for data management.

- 9.3 The Project Coordinator shall create a special-purpose repository with a search and simple access interface for the project. It shall be supported for a sufficiently long period based on project needs.
- 9.4 The data shall be stored with the highest archiving standards at via Project Coordinator. The encrypted collaboration systems (e.g., share-point) shall be used. This service for data storing shall be budgeted by the Project Coordinator.
- 9.5 The Project Coordinator shall provide access to the stored data for all parties.
- 9.6 The Project Coordinator shall make the data interoperable. Therefore, standardised data formats and types shall be used for collection and generation.
- 9.7 The data in open-access form (data without any intellectual property) shall be made public by a dedicated website. The Project Coordinator shall create a secured webpage. The Project Coordinator shall also update the dedicated webpage.

Article 10 - Guarantee, Liability

- 10.1 The Parties shall properly perform, to the best of their knowledge and taking into account the current state of the art, all works assumed by them under this Agreement in accordance with the obligation of due care binding upon it. None of the Parties gives any warranties concerning the accuracy and completeness of information disclosed and of objects transferred or concerning the non-existence of rights of third Parties.
- 10.2 The Parties shall mutually waive any claims for themselves and their staff members in respect of any damage resulting from the performance of this Agreement except in case of intention or gross negligence, insofar as there are no mandatory liability provisions. In cases of gross negligence, liability for indirect damage is excluded. The respective liability for their interactions with third parties shall not be affected by this waiver.
- 10.3 The limitations of liability and warranty shall also apply in favor of the governing bodies, employees and representatives of the parties.

Article 11 - Personnel Assignment

- 11.1 The following principles shall apply in case of personnel of one Party performing any tasks of the Project at the premises of another Party ("assignment").
- The Parties concerned shall reach prior agreement in each individual case regarding the staff member to be assigned and the purpose and duration of assignment.
 - The employee relationship and conditions of employment of the assignee shall not be affected by the assignment. The remuneration, inclusive of all fringe benefits (e.g., social security contributions, accident insurance contributions) shall be paid by the assigning Party during the period of assignment.
 - The assignee shall conform to the in-house regulations and the safety and security rules inclusive of the respective general and specific instructions of the hosting Party.

Article 12 – Entry into force, duration and termination

- 12.1 This Agreement shall come into force after the signature of all Parties with a duration from 01.06.2024 to 31.05.2027. It may be extended by mutual written agreement.
- 12.2 In the event that a Party was to breach its obligations hereunder, the other Parties may, with the Funding Partners' agreement, terminate the Agreement vis-à-vis the defaulting Party if, within 30 days of a registered letter with acknowledgment of receipt having

been sent, the defaulting Party has still failed to comply with its obligations without presenting proof of an obstacle representing a case of force majeure. The termination decision is adopted by a unanimous vote from the non-defaulting Parties within the Steering Committee.

- 12.3 The Parties may elect either to assume the tasks of the defaulting Party themselves or to entrust a third party with all or part of the tasks to be carried out.
- 12.4 The defaulting Party undertakes to provide the other Parties or the substitute third party with all the information required to continue with the implementation of the Project in its stead free-of-charge.
- 12.5 Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the effective date of termination, unless otherwise mutually agreed between the Steering Committee and the leaving Party.

Article 13 - Procedure Applied in Settling Disputes

- 13.1 This Agreement shall be governed by the laws of the respective defendant.
- 13.2 This Consortium Agreement is drawn up in English, which is the language that shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.
- 13.3 The Parties shall endeavor to settle amicably their disputes or difficulties arising from this Agreement without recourse to the courts. In case an amicable agreement cannot be achieved, notwithstanding all efforts made, the competence for settlement of such disputes shall lie with the courts of general jurisdiction; the venue shall be the seat of the respective defendant.

Article 14 - Miscellaneous

This Consortium Agreement consists of this core text and:

- Attachment 1 (Annex 1: Project Plan)

- 14.1 Rights and obligations arising from this Agreement shall not be assignable without the prior written consent by the other Parties.
- 14.2 Any alterations and amendments to this Agreement shall be in writing to be effective; this requirement of written form can be waived only in writing.
- 14.3 Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfills the purpose of the original provision.

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

KALEKİM KALEKİM KİMYEVİ MADDELER

Signature: _____

Name: Ece _____

Title: R&D Manager / Finance Director

University of Pardubice

Signature: _____

Name: Prof. Libor Čapek

Title: Rector

Czech Technical University in Prague

Signature: _____

Name: Prof. Ing. Ondřej Přibyl, Ph.D.

Title: Dean of Faculty of Transportation Sciences

Červenka Consulting s.r.o.,

ČERVENKA CONSULTING S.R.O.

Signature: [REDACTED]

Name: ... JAR CERVENKA

Title: ... MANAGING DIRECTOR

Technical University of Cluj-Napoca

Signature: _____

Name: Prof. Vasile Ţopa

Title: Rector [REDACTED]



ANNEX 1 – Project Plan

PROJECT DURATION: 36 M				MONTH																																									
No	WP / Task name	LEAD	Collaborating Partner	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36						
WP1	Synthesis & Development of STF45W	KALEKİM																																											
T1.1	Determination of synthesis and formulation requirements of STF	KALEKİM	All Partners																																										
T1.2	Synthesis & characterization of raw materials and synthesized samples at lab scale	KALEKİM	TUCN																																										
T1.3	Solid phase integration of the synthesized material	KALEKİM	TUCN																																										
T1.4	Development and modification of the final STF	KALEKİM	UPCE																																										
T1.5	Determination of chemical properties of STF	KALEKİM	TUCN																																										
WP2	Mechanical modeling and material characterization	CVUT																																											
T2.1	Response parameters of STF	UPCE	CER/TUCN																																										
T2.2	Mechanical modeling and material characterization	CVUT	UPCE																																										
T2.3	Axial and shear behavior under low and high frequencies and impact	CVUT	TUCN																																										
T2.4	STF adapted seismic damper design	CER	All Partners																																										
WP3	Integration to realtime conditions	UPCE																																											
T3.1	Lab scale testing: STF adapted seismic damper with real-time conditions	UPCE	CER/TUCN																																										
T3.2	Computer simulations with STF-damped systems	TUCN	CER/UPCE																																										
T3.3	Improvement of mechanical design	UPCE	All partners																																										
WP4	Management, techno-market watch, dissemination and exploitation	KALEKİM																																											
T4.1	Project management and coordination	KALEKİM	All Partners																																										
T4.2	Strategic intelligence activity	KALEKİM	All Partners																																										
T4.3	Dissemination and exploitation	KALEKİM	CER																																										

START DATE: 01.06.2024

UPCE: University of Pardubice, CZ
CVUT: Czech Technical University in Prague, CZ
CER: Cervenka Consulting, CZ
KALEKİM: Kalekim Construction Chemicals Co, TR
TUCN: Technical University of Cluj-Napoca, RO