

Consortium Agreement

A4L_BRIDGE

Version 1 – 09. 08. 2023

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1.1, November 2022)

Table of Contents

1	Definitions	4
2	Purpose	5
3	Entry into force, duration and termination	6
4	Responsibilities of Parties.....	7
5	Liability towards each other	9
6	Governance structure	10
7	Financial provisions	18
8	Results.....	20
9	Access Rights	23
10	Non-disclosure of information	26
11	Miscellaneous	28
12	Signatures	30
	Attachment 1: Background included.....	42
	Attachment 2: Accession document	45
	Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.....	46
	[Option: Attachment 4: Identified entities under the same control according to Section 9.5]....	47
	Attachment 5: Non-disclosure agreement template	48
	Attachment 6: Consortium Plan- Distribution of payments.....	55

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and enters into effect on **1st March 2024**, hereinafter referred to as the Effective Date

BETWEEN:

the beneficiaries:

MASARYKOVA UNIVERZITA (MU), established in Zerotinovo nam. 617/9, 601 77, BRNO Czechia, the Coordinator,

FAKULTNI NEMOCNICE U SV. ANNY V BRNE (ICRC) established in Pekarska 53, 60200 Brno, Czechia

BIOMEDICINSKE CENTRUM SLOVENSKEJ AKADEMIE VIED, VEREJNA VYSKUMNA INSTITUCIA (BMC SAV) established in Dubravska Cesta 9, 845 05 BRATISLAVA, Slovakia,

UNIVERSYTET MEDYCZNY W LODZI (MUL) established in Al. Kosciuszki 4, 90419 LODZ, Poland,

SVEUCILISTE U ZAGREBU MEDICINSKI FAKULTET (UZSM) established in SALATA 3, 10 000 ZAGREB, Croatia,

TARTU ULIKOOL (UT) established in ULIKOOLI 18, 50090 TARTU, Estonia,

VILNIAUS UNIVERSITETAS (VU) established in UNIVERSITETO G. 3, 01513 VILNIUS, Lithuania,

LATVIJAS ORGANISKAS SINTEZES INSTITUTS (LIOS) established in AIZKRAUKLES 21, 1006 RIGA, Latvia,

UNIVERZA V LJUBLJANI (UL) established in KONGRESNI TRG 12, 1000 LJUBLJANA, Slovenia,

MEDICAL UNIVERSITY SOFIA (MUS) established in Blvd, Boulevard "Akademik Ivan Evstratiev Geshov" 15, 1431 SOFIA, Bulgaria

UNIVERSITATEA DE MEDICINA SI FARMACIE CAROL DAVILA DIN BUCURESTI (UMFCD) established in Dionisie Lupu, nr 37, sector 2, BUCURESTI, 020021, Romania

CROWDHELIX LTD. (CHX), established in Russell & Co., 7 TRINITY HOUSE, GEORGES QUAY T12NAX0, CORK, Ireland, VAT number IE3602284DH,

and the associated partner(s):

SEMMELWEIS EGYETEM (SU) established in ULLOI UTCA 26, 1085 BUDAPEST, Hungary (po box > 1428, BUDAPEST PF.2),

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

Alliance4Life Bridging the Research and Innovation Gap in Life Sciences

in short

A4L_BRIDGE

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 Horizon Europe – the Framework Programme for Research and Innovation (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](#).

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 Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Access Rights”

Access Rights means licenses or rights to use Background or Results of the Project.

“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 (See Attachment 6) as first defined in the Grant Agreement and which may be updated by the Board.

“Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the Steering Committee has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Exploitation or Exploit”

Exploitation or Exploit means the direct or indirect use of Results in i) further research activities other than those covered by the Project, or ii) in developing, creating and marketing a product, or process, or iii) in creating and providing a service, or iv) in standardization activities.

“Fair and Reasonable”

Fair and Reasonable shall have the meaning given to Fair and Reasonable Conditions in the Grant Agreement, namely, expressed in the terminology of this Consortium Agreement: "appropriate conditions including possible financial terms taking into account the specific circumstances of the request for Access Rights, for example the actual or potential value of the Results or Background to which Access Rights are requested and/or the scope, duration and characteristics of the Exploitation envisaged"; and shall include the following understanding: to fall within Fair and Reasonable conditions, the conditions must also be non-discriminatory and within the meaning of the European State Aid Law.

“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.

“Result”

Result means any tangible or intangible output of the Project, such as data, knowledge or information, that is generated in the Project, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including Intellectual Property Right.

“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.

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. According to the Act No. 340/2015 Coll., on Register of Contracts MU is obliged to publish the text of the contract (the Consortium Agreement). According to the Act no. 211/2000 Coll. on Free Access to Information and Amendments of Some Acts (The Freedom of Information Act) BMC SAV is obliged to publish the text of the contract. The Consortium Agreement shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted.

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 (in both cases as eventually amended).

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 Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary'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 Board and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation, unless prohibited by applicable law.

4 Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly 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 Breach

In the event that the Steering Committee identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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 or possibly leading to the non-completion of one or several work packages of the Project, whether in whole or in part, said Party shall be considered in substantial breach of this Consortium Agreement.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) 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. Such Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

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, whether in whole or in part, said Party shall be considered responsible and liable towards the others for such failure of its third party.

4.4 Specific responsibilities regarding data protection

The Parties acknowledge that the primary purpose of the Project is not the processing of personal data. However, during the performance and administration under this Consortium Agreement and the Grant Agreement, personal data of data subjects (hereinafter referred to as "Personal Data") may be processed in accordance with applicable data protection laws.

Each Party processing Personal Data within the Project shall act as a sole independent data controller of such personal data, as defined under 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 (hereinafter referred to as "GDPR") and is independently responsible for ensuring an adequate level of protection through technical and organisational measures in accordance with Art. 32 GDPR for the processing of Personal Data in their respective scope of the processing activities. The responsibility for assessing the circumstances, purpose, legal basis of processing, and the potential risks to the rights and freedoms of individuals of varying likelihood and severity lies with each individual data controller.

In particular, each independent data controller shall ensure that its processing of the Personal Data will meet the requirements of the applicable data protection laws and ensure the protection of the rights of data subjects and allow it to fulfil its obligations to data subjects, including its obligations to respond to requests by data subjects to exercise their rights of access, rectification or erasure, to restrict or object to the processing of their Personal Data, or to data portability, if applicable.

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

The Parties shall, when necessary, enter into a separate data processing, data sharing, and/or joint controller agreement prior to any additional data processing or data sharing activities.

4.5 Associated Partners

For the avoidance of doubt, the Associated Partner(s) do(es) not sign the Grant Agreement and do(es) not receive funding from the Granting Authority and therefore do(es) not have a right to charge costs or claim contributions from the Granting Authority. Associated Partner(s) must ensure its/their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partner(s). The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partner(s).

The Associated Partner(s) hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)

- Record-keeping (Article 20)

The Associated Partner(s) support(s) the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit(s) to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partner(s) hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner(s).

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to once the amount of its total budget as indicated in the Consortium Plan (Attachment 6).

Should the Associated Partner(s) be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

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, except in case of breach of confidentiality.

Considering the form of the grant awarded by the Granting Authority (lump sum), a Party declared as a Defaulting Party in accordance with the appropriate provisions of Section 4.2 and Section 4.3 of this Consortium Agreement shall be liable to any other Party involved in the affected work package(s) for the entire loss of their lump sum share in said work package(s) or for the reduction of their lump sum

share in said work package(s), resulting from the Defaulting Party's breach. Said liability shall be limited to once the Defaulting Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

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 wilful act or gross negligence 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 Steering Committee 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 competent Consortium Bodies.

5.5 Export control

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 due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the Steering Committee of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

6 Governance structure

6.1 General structure

The organisational structure of the consortium shall comprise the following Consortium Bodies:

- The **Board** as the ultimate decision-making body of the consortium
- The **Steering Committee** as the supervisory body for the execution of the Project, which shall report to and be accountable to the Board
- The **Coordinator** as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
The Board	At least once a year	At any time upon written request of the Steering Committee or 1/3 of the Members of the Board
Steering Committee	At least twice a year	At any time upon written request of any Member of the Steering Committee

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give written notice of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
The Board	45 calendar days	15 calendar days
Steering Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body an agenda no later than the minimum number of days preceding the meeting as indicated below.

The Board	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	7 calendar days

6.2.2.4 Adding agenda items:

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

Any Member of a Consortium Body may add an item to the original agenda by written notice to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

The Board	14 calendar days, 7 calendar days for an extraordinary meeting
Steering Committee	2 calendar days

6.2.2.5

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

6.2.2.6

Meetings of each Consortium Body may also be held by tele- or videoconference, or other telecommunication means.

6.2.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.2.2.8 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Consortium Body a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

The Coordinator shall inform all the Parties of the outcome of the vote.

A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.2.3 Voting rules and quorum

6.2.3.1

Each Consortium Body shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3

A Party which the Steering Committee has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4

Decisions shall be taken by 51 % of the votes cast.

6.2.4 Veto rights

6.2.4.1

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 a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2

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

6.2.4.3

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.

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

6.2.4.4

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

6.2.4.5

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

6.2.4.6

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.

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Member has sent an objection by written notice to the chairperson with respect to the accuracy of the draft of the minutes by written notice.

6.2.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 The Board

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

6.3.1.1 Members

6.3.1.1.1

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

6.3.1.1.2

Each Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2 of this Consortium Agreement.

6.3.1.1.3

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

6.3.1.1.4

The Parties agree to abide by all decisions of the Board. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

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.

In addition, all proposals made by the Steering Committee shall also be considered and decided upon by the Board.

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
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

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
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- 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 (Section 7.1.4)

Appointments

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

- Steering Committee members

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the Board and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee shall consist of the Coordinator and the representatives of the Parties appointed to it by the Board.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

Minutes of Steering Committee meetings, once accepted, shall be sent by the Coordinator to the Board Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the Board according to Section 6.3.1.2.

6.3.2.3.2

The Steering Committee shall seek a consensus among the Parties.

6.3.2.3.3

The Steering Committee shall be responsible for the proper execution and implementation of the decisions of the Board.

6.3.2.3.4

The Steering Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5

In addition, the Steering Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the Board.

6.3.2.3.6

The Steering Committee shall:

- 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 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

6.3.2.3.7

In the case of abolished tasks as a result of a decision of the Board, the Steering Committee shall advise the Board on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.4 Coordinator

6.4.1

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.

6.4.2

In particular, the Coordinator 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 certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3

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

6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.5

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

6.4.6

An Advisory Group (AG) will be appointed and steered by the Board and the Coordinator will be in charge of the communication with the AG members. The AG will be composed from renowned experts coming from research institutions and clinics located in high-performing Member States of the EU and they will be in charge of supporting and advising the Board and the Steering Committee on project activities. The coordinator will ensure that non-disclosure agreements (template in Attachment 5) are executed between all Parties and each AG member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement and it shall be concluded no later than 30 calendar days after the nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the AG meetings and prepare the implementation of the AG's suggestions. The AG members shall be allowed to participate in the Board meetings upon invitation but have not any voting rights.

6.4.7

A Scientific Committee (SciC) will be appointed and steered by the Board and the Coordinator will be in charge of the communication with the SciC members. The SciC will be in charge of the evaluation of the Seed Fund (Task 9.2 of the Grant Agreement Annex 1) and Open Access to Infrastructure projects (Task 9.1 of the Grant Agreement Annex 1). It will consist of permanent members (Alliance4Life's Board members who have a scientific background) plus invited external members/evaluators – members of the Advisory Group and /or resulting from the Excellence Mapping activity (Task 2.1 of the Project A4L_ACTIONS). The external members/evaluators will be invited by the Board based on the needed area of expertise that will depend on the submitted Seed Fund and Open Access to Infrastructure projects.

7 Financial provisions

Section 7 of the Consortium Agreement does not apply to Associated Partners.

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Granting Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan, being recalled that lump-sum shares for work will be paid after the full completion of the respective work package or, at the payment of the balance, after partial payment of non-completed work packages by the Granting Authority;
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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

7.1.2 Funding Principles

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

1. Each Beneficiary shall be funded in accordance with the Consortium Plan and only for the lump sum shares relating to the work package(s) duly accepted by the Granting Authority.
2. The Coordinator shall only transfer to the concerned Beneficiaries the amount pertaining to their lump sum share without undue delay after having itself received such amount(s) from the Granting Authority, being recalled that:
 - Interim payments made by the Granting Authority may only include lump sums shares for work packages that have been fully completed and accepted by the Granting Authority.
 - The payment of the balance (i.e. final payment) made by the Granting Authority may exceptionally include partial payment of lump sum shares for partially completed work packages. Should this occur, the final payment will follow the calculation done by the Granting Authority, unless the Steering Committee, following Sections 4.2 and 4.3 of this Consortium Agreement, identifies a Beneficiary(ies) and/or its related third party in substantial breach of this Consortium Agreement and decides to distribute the partial lump sum shares received among the other Beneficiaries involved in the concerned work package(s), proportionally to their performance and actual contribution to the tasks.

7.1.3 Excess payments

A Beneficiary has received excess payment, if the payment received from the Coordinator exceeds the amount of its lump sum contributions share accepted by the Granting Authority.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their lump sum share identified in the Consortium Plan, until recovery from the breaching Beneficiary is possible. The Board decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.1.2.

7.1.4 Revenue

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

7.1.5 Financial Consequences of the termination of the participation of a Beneficiary

A Beneficiary that stops participating in the Project before the Project ends shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, a Defaulting Beneficiary shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The Board should agree on a procedure regarding additional costs which are not covered by the Defaulting Beneficiary or the the Mutual Insurance Mechanism.

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

notify the Beneficiary 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 Coordinator 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 Beneficiary 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.

7.2.2

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Beneficiaries will be handled in accordance with Article 22. and Article 7 of the Grant Agreement following this payment schedule:

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the Board 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 Coordinator is entitled to recover any payments already paid to a Defaulting Beneficiary except the lump sum shares already claimed by the Defaulting Beneficiary and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 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 and the division of related cost in advance.

8.3 Transfer of Results

8.3.1

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”. However, the owner must follow the national legislation decisive for him in defining the transferring possibilities and procedure.

8.3.2

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.

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties 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 decision of the Board.

8.3.4

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.

8.3.5

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

8.4 Dissemination

8.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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 45 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 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted. Project budget can only be utilised for publications which have followed this procedure.

Excluded from the need of prior notice are submissions of abstracts to poster presentations, slides and abstracts for oral presentations at workshops, seminars, webinars, symposia, conferences and summer schools, provided that they do not disclose details of research or confidential information of other Parties, and provided that the submission can be retracted if objections by other Parties occur. Such contributions need to be sent to the other Parties right away upon submission.

8.4.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

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

8.4.2.3

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.

8.4.2.4

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.

8.4.3 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.

8.4.4 Cooperation obligations

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

8.4.5 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.

8.4.6 Authorship

The Parties agree to take into the highest consideration academic standards and custom in terms of authorship on publications. In accordance with normal scientific practice, all investigators and contributors to a publication will be acknowledged.

8.4.7 Open access principles

As defined in Annex I of the Grant Agreement, the Parties will comply with the obligations related to open access publishing of scientific articles and the defined provisions on open access to research data. Additional provisions and requirements will be defined in the Data Management Plan that all Parties will follow.

9 Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

Any Party may add additional Background to Attachment 1 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 in Attachment 1.

9.2 General Principles

9.2.1

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.

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

Access rights to Results for internal research and for teaching activities shall be granted on a royalty-free basis.

9.4.2

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

9.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project, except in case of ownership transfer.

However, there is no obligation to maintain property rights during these twelve months.

9.5 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.

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 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.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 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.

9.7.2.1.2 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 9.4.3.

9.7.2.2 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.

9.8 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.

10 Non-disclosure of information

10.1

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".

10.2

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.

10.3

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.

10.4

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

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

10.5

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

10.6

Each 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.

10.7

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.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6)
- Attachment 6 – Consortium Plan

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.

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 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 Coordinator.

Any change of persons or contact details shall be immediately communicated to the Coordinator 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, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a

Party and shall either be served personally or sent by mail with recorded delivery 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 e-mail with acknowledgement of receipt.

11.4 Assignment and amendments

Except as set out in Section 8.3, 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 approval.

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

11.5 Mandatory national law

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, which cannot be resolved amicably, shall be finally settled by the courts of Brussels or the competent courts of the defendant's country of residence if disputing parties so decide. The language to be used in the mediation shall be English unless otherwise agreed upon.

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

12 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.

XXXXXXXX

FAKULTNI NEMOCNICE U SV: ANNY V BRNE

XXXXXXXXXXXX

BIOMEDICINSKE CENTRUM SLOVENSKEJ AKADEMIE VIED, VEREJNA VYSKUMNA INSTITUCIA

xxxxxxx

UNIVERSYTET MEDYCZNY W LODZI

Signature(s)

Name(s)

Title(s)

Date

SVEUČILIŠTE U ZAGREBU MEDICINSKI FAKULTET

Signature(s)

Name(s)

Title(s)

Date

TARTU ULIKOOL

Signature(s)

xxxxxxx

Title(s): Head of Grant Office

Date

VILNIAUS UNIVERSITETAS

Signature(s)

Name(s)

Title(s)

Date

LATVIJAS ORGANISKAS SINTEZES INSTITUTS

Signature(s) xxxxxxxx

Title(s): Director

Date

UNIVERZA V LJUBLJANI

Signature(s)

Name(s)

Title(s)

Date

MEDICAL UNIVERSITY SOFIA

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITATEA DE MEDICINA SI FARMACIE CAROL DAVILA DIN BUCURESTI

Signature(s)

Name(s)

Title(s)

Date

CROWDHELIX LTD.

Signature(s)

Name(s): xxxxxxxxxxx

Title(s): Managing Director (Ireland)

Date

SEMMELWEIS EGYETEM

Signature

Name: xxxxxxxx

Title: Rector

Date:

Signature

Name: xxxxxxxxxxxx

Title: Chancellor

Date:

Attachment 1: Background included

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

PARTY 1

MASARYKOVA UNIVERZITA shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 2

FAKULTNI NEMOCNICE U SV. ANNY V BRNE shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement). Institution is a university hospital handling sensitive patient data that are managed according to law. There can be activities or circumstances for which the access rights (Article 9 of this contract) will be limited.

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

PARTY 3

BIOMEDICINSKE CENTRUM SLOVENSKEJ AKADEMIE VIED, VEREJNA VYSKUMNA INSTITUCIA shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 4

UNIVERSYTET MEDYCYN W LODZI shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 5

SVEUCILISTE U ZAGREBU MEDICINSKI FAKULTET shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 6

TARTU ÜLIKOOL shall make every effort to appoint members of Working Groups for the Knowledge areas that have been defined in the Project and shall authorize the Working Group members to make their knowledge, experience and expertise, which is related to the work plan, aims and objectives of the Project, available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

Access Rights are only granted provided that TARTU ÜLIKOOL is able to grant Access Rights to said Background, incl legal restrictions or limits, incl those imposed by third parties. All commercial and third party software is excluded and no Access Rights are granted. This represents the status at the time of signature of this Consortium Agreement.

PARTY 7

VILNIAUS UNIVERSITETAS shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 8

LATVIJAS ORGANISKAS SINTEZES INSTITUTS shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 9

UNIVERZA V LJUBLJANI shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 10

MEDICAL UNIVERSITY SOFIA shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 11

UNIVERSITATEA DE MEDICINA SI FARMACIE CAROL DAVILA DIN BUCURESTI shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 12
CROWDHELIX LTD.

As to **CROWDHELIX LTD**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
The online collaboration platform “Crowdhelix” (“the platform”), as it is made available to its users.	CROWDHELIX (CHX) shall grant access to Background that is, or will be found to be, necessary for the implementation of the Project royalty free to the Party or Parties that Need access to implement their work in the Project. At its sole discretion CHX may remove, limit, or otherwise amend any functionality of the platform, and/or the access or use of any individual, Party, or third party. All access to or use of the platform is subject to the Crowdhelix Terms and Privacy Policy as may be amended from time to time.	CROWDHELIX (CHX) shall grant access to Background needed to use the Results of the Project under fair and reasonable conditions to be agreed with the Party or Parties that Need access to use the Results of the Project. At its sole discretion CHX may remove, limit, or otherwise amend any functionality of the platform, and/or the access or use of any individual, Party, or third party. All access to or use of the platform is subject to the Crowdhelix Terms and Privacy Policy as may be amended from time to time.

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

PARTY 13

SEMMELEWEIS EGYETEM shall make every effort to appoint members of Focus Groups for the Knowledge areas that have been defined in the Project and shall authorize the Focus Group members to make their knowledge, experience, and expertise available to other Parties as Needed for implementation of the Project (Article 25.2 Grant Agreement) or for exploitation of other Party’s Results (Article 25.3 Grant Agreement).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.

With respect to University of Tartu: UniTartu Ventures OÜ, registry code 16124187

For CHX:

Crowdhelix Limited (England and Wales)
85 Great Portland Street, First Floor
London W1W 7LT — United Kingdom
Company Number: 8336338
VAT: GB 185 4751 77

Attachment 4: Identified entities under the same control according to Section 9.5

With respect to University of Tartu: UniTartu Ventures OÜ, registry code 16124187

For CHX:

Crowdhelix Limited (England and Wales)
85 Great Portland Street, First Floor
London W1W 7LT — United Kingdom
Company Number: 8336338
VAT: GB 185 4751 77

Attachment 5: Non-disclosure agreement template

THIS IS A TEMPLATE NDA PROPOSED FOR THE A4L_BRIDGE PROJECT, WHOSE MEMBERS HAVE APPROVED THE SUBSTANTIVE PROVISIONS AND AUTHORISED ITS SIGNATURE ON THEIR BEHALF. THE DEFINITION OF CONFIDENTIAL INFORMATION OF THE CONTRACT PARTNER NEEDS THE APPROVAL OF ALL CONSORTIUM MEMBERS RECEIVING SUCH INFORMATION. ANY MATERIAL CHANGES TO THE SUBSTANCE SHOULD NOT BE MADE WITHOUT CONSORTIUM APPROVAL, WHICH MAY CAUSE A DELAY.

CONFIDENTIAL NON-DISCLOSURE AGREEMENT (NDA)

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered into as of *the [insert date]* (the “**Effective Date**”), by and between:

A4L_BRIDGE Consortium Members, as defined below and listed in Exhibit 1;

and

[insert Recipient’s name and Recipient’s address; if Recipient is another (“Contract Partner” or “AG Member”)

WHEREAS,

The parties intend to disclose/receive confidential information for the purpose of facilitating discussions between the A4L_BRIDGE Consortium Members and the Contract Partner;

The A4L_BRIDGE Consortium Members have authorized **Masaryk University** (the “A4L_BRIDGE Coordinator”), to execute this Agreement on behalf of the A4L_BRIDGE Consortium Members.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. DEFINITIONS

a) “**Affiliate**” shall mean any legal entity that is under the direct or indirect control of a party, under the same direct or indirect control as a party, or is directly or indirectly controlling a party, control taking any of the following forms: (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

“**Confidential Information**” represents 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**.

Confidential Information shall only be disclosed to the individual A4L_BRIDGE Consortium Members upon their prior written approval (e-mail suffice) given to the A4L_BRIDGE Coordinating Team. In case of the A4L_BRIDGE Consortium Members, Confidential Information shall be limited to comprise any of their information that relates to the A4L_BRIDGE Action. In case of Contract Partner, Confidential

Information shall be limited to comprise *[to be inserted. Definition to be approved by each and any A4L_BRIDGE Consortium Member prior to conclusion of this NDA]*.

b) “**A4L_BRIDGE Consortium Members**” shall mean the parties to the Consortium Agreement for A4L_BRIDGE effective as of *[...]* (“A4L_BRIDGE Consortium Agreement”) as listed at Exhibit 1.

2. PURPOSE OF DISCLOSURE

The Confidential Information is being disclosed for the purpose of facilitating discussions between A4L_BRIDGE Consortium Members and Contract Partner *[CHECK THE APPROPRIATE BOX]*:

- in order to engage in discussions regarding the provision of providing independent advice to *[insert the applicable: “the [specify committee] committee of the A4L_BRIDGE”; or “any of the various committees in the A4L_BRIDGE” or “the consortium of the A4L_BRIDGE as such”]*;
- in order to engage in discussions regarding the accession of the Contract Partner to the A4L_BRIDGE consortium in compliance with the A4L_BRIDGE Consortium Agreement;
- in order to engage in discussions regarding a collaboration between the A4L_BRIDGE consortium and the Contract Partner;

(the “**Purpose**”).

3. MAINTENANCE OF CONFIDENTIALITY; NON-USE OBLIGATIONS

a) Each Disclosing Party’s Confidential Information shall be kept confidential by each Recipient and, except as otherwise permitted herein, shall not be disclosed by the Recipient to any third party without first obtaining the Disclosing Party’s prior written consent to such disclosure. Each Recipient shall protect the Confidential Information in the same manner it protects its own confidential information of a similar nature, which shall be at least a reasonable standard of care. Each Recipient may disclose the Confidential Information only to its officers, employees, consultants and/or Affiliates on a need-to-know basis, provided that it imposes on them restrictions on disclosure and use equivalent to those set forth herein. Each Recipient shall be liable for any damage caused by or resulting from any unauthorized disclosure of the Confidential Information by the Recipient’s employees, consultants, or Affiliates.

b) The Confidential Information shall not be utilized by the Recipient, except for the Purpose permitted herein, without first obtaining the Disclosing Party’s prior written consent to such use.

c) *[Recipient’s name]* hereby grants to strictly abide by all applicable antibribery and anticorruption laws and, particularly, in the performance of its duties, has not and shall not, directly or indirectly, offer, pay, give, or promise to pay or give or receive any payment or gift of any money or thing of value to or from any government officer to influence any acts or decisions or to induce such officer to use his influence to effect or influence the decision of the relevant government body or any other decision maker.

4. EXCLUDED INFORMATION

Confidential Information shall not include any information which:

- a) at the time of disclosure is in the public domain;
- b) after disclosure becomes part of the public domain, except through breach of this Agreement by Recipient;
- c) Recipient can demonstrate by reasonable proof was in Recipient's or any of its Affiliates' possession prior to the time of disclosure by a Disclosing Party hereunder, and was not acquired directly or indirectly from a Disclosing Party;
- d) Recipient can demonstrate by reasonable proof was developed by or on behalf of Recipient or its Affiliates independent of and without reference to the Confidential Information; or
- e) becomes available to Recipient or its Affiliates from a third party who did not acquire such information directly or indirectly from a Disclosing Party and who is not otherwise prohibited from disclosing such information.

Confidential Information shall not be deemed to be or have become public knowledge merely because any part of such Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public.

5. NOTIFICATION OF MANDATORY DISCLOSURE

a) Each Recipient may disclose that portion of Confidential Information that is required by law to be disclosed, provided that, to the extent practicable, the Disclosing Party is first given advance notice of the required disclosure and an adequate opportunity to seek appropriate legal relief to prevent such disclosure or limit use and further disclosure of the Confidential Information. Each Recipient shall cooperate with the Disclosing Party in seeking an appropriate relief or remedy and shall use reasonable efforts to secure confidential treatment of any Confidential Information disclosed.

b) If, in the absence of such legal relief or other remedy, a Recipient is nonetheless required to disclose any part of the Confidential Information, Recipient may disclose such Confidential Information without liability hereunder, provided that, Recipient shall furnish only such portion of the Confidential Information which Recipient is legally required to disclose. For the avoidance of any doubt, if a Recipient is required to disclose Confidential Information pursuant to Recipient's obligations under the provisions of the Freedom of Information Act 2000 or any equivalent law or regulation in any other applicable jurisdiction, Recipient shall in all instances seek to apply the exemptions under that Act.

6. TERM

This Agreement shall come into effect on the effective date. It may be terminated with respect to further disclosures upon thirty (30) days' prior written notice. The obligation to non-disclosed confidential information under this Agreement lasts from the effective date for 4 years from the end of the Project A4L_BRIDGE, even if this Agreement is terminated.

7. NO OTHER OBLIGATION; NO LICENSE

This Agreement shall not be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to the Confidential Information or as the grant of a license or other ownership rights other than to use the Confidential Information for the Purpose. Confidential Information disclosed by a Disclosing Party to a Recipient, as well as any right which could result from such Confidential Information, remains the exclusive property of that Disclosing Party.

8. NO REPRESENTATION OR WARRANTY

A Disclosing Party makes no representations or warranties either express or implied with respect to the Confidential Information and specifically disclaims any implied warranty of non-infringement or merchantability, satisfactory quality, or fitness for purpose.

9. RETURN OF CONFIDENTIAL INFORMATION

At the request of the Disclosing Party or, at the latest, on completion of the Purpose, and in the absence of any further written agreement between the parties, each Recipient shall cease all use of the Confidential Information and shall promptly return to each Disclosing Party all of its Confidential Information which is in tangible form, except that each Recipient shall be permitted to retain one (1) copy of the Confidential Information so that any continuing obligations may be determined. The return of the Confidential Information will not affect Recipient's obligation to observe the confidentiality and non-use obligations set out in this Agreement. The provisions of this clause 9 shall not apply to copies of electronically exchanged Confidential Information or copies thereof which must be stored by Recipient according to the provisions of mandatory applicable law. The provisions of this clause shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the Receiving Beneficiary according to provisions of mandatory law.

10. NO PUBLICITY

Subject to clause 5, the parties shall not directly or indirectly cause or permit (a) the oral or written release of any public statement referring to the existence or terms of this Agreement, or (b) any use of the other parties' name, logo, or trademarks, without the other parties' prior written consent.

11. RIGHTS OF THIRD PARTIES

Each A4L_BRIDGE Consortium Member shall have a right to enforce the terms of this Agreement.

12. ASSIGNMENT

This Agreement shall not be assigned by Contract Partner without the prior written consent of the A4L_BRIDGE Consortium Members, whose consent may be withheld at the A4L_BRIDGE Consortium Members' sole discretion, and any purported assignment without such consent shall be void; provided, however, that Contract Partner may without such consent assign this Agreement in connection with the

sale or transfer of all or substantially all of its business or in connection with a merger or other consolidation with another entity.

13. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The parties shall in this case replace the invalid, illegal or unenforceable provision with a provision that is as close as possible to the economic effect of the invalid, illegal or unenforceable provision.

14. ENTIRE AGREEMENT; AMENDMENTS; WAIVER

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral communications, negotiations, understandings, or agreements of any kind with respect to such subject matter. No amendment or modification of this Agreement shall be effective except by a written instrument referring to this Agreement and signed by authorized representatives of both parties. Failure by a party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor operate as a waiver in other instances.

15. GOVERNING LAW; HEADINGS

This Agreement shall be governed by and construed in accordance with the laws of Belgium, without giving effect to any of its conflict of laws principles. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in *[insert number of necessary duplicates]* in their own name and in case of Mandate Holder in addition in the name and on behalf of their respective Consortium Members as their duly authorized representative.

[name of authorized company or institution]

[Recipient, as the case may be:

(A4L_BRIDGE Coordinator)

“name of authorized company or institution”

(*]*)

.....

.....

Name:

Name:

Function:

Function:

Place:.....

Place:.....

Date:.....

Date:

[Add further signature lines for further signatures on behalf of signing entities, if requested by such signing entities]

EXHIBIT 1

[list names and addresses of A4L_BRIDGE Consortium Members]

Attachment 6: Consortium Plan- Distribution of payments

6.1 Lump sum shares of all partners per WP, including the contribution of **Associated Partner(s)**

	Beneficiary	WP1	WP2	WP3	WP4	WP5	WP6
1	MU	17,717.50 €	14,926.25 €	253,648.75 €	38,751.25 €	18,812.50 €	23,106.25 €
2	ICRC	0.00 €	2,736.00 €	0.00 €	936.00 €	2,361.00 €	4,323.50 €
3	BMC SAV	31,625.00 €	33,962.50 €	6,500.00 €	9,950.00 €	7,587.50 €	22,675.00 €
4	MUL	5,904.06 €	8,460.00 €	10,565.00 €	14,356.25 €	13,917.19 €	12,064.06 €
5	UZSM	16,075.00 €	7,200.00 €	9,325.00 €	42,012.50 €	15,825.00 €	17,787.50 €
6	UT	16,658.63 €	114,228.38 €	0.00 €	2,853.61 €	2,553.61 €	4,516.11 €
7	VU	19,221.55 €	75,318.64 €	1,915.38 €	11,591.87 €	9,490.20 €	21,145.98 €
8	LIOS	0.00 €	12,837.50 €	0.00 €	9,012.50 €	3,931.25 €	5,893.75 €
9	UL	8,927.50 €	74,692.50 €	5,187.50 €	15,582.50 €	64,450.00 €	37,695.00 €
10	MUS	10,875.00 €	9,712.50 €	5,250.00 €	11,262.50 €	7,150.00 €	9,112.50 €
11	UMFCD	6,656.25 €	12,118.75 €	0.00 €	26,706.25 €	13,703.75 €	4,368.75 €
12	CHX	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €
Total		133,660.49 €	366,193.02 €	292,391.63 €	183,015.23 €	159,782.00 €	162,688.40 €
13	SU	0.00 €	2,337.50 €	0.00 €	2,262.50 €	1,962.50 €	19,150.00 €
		WP7	WP8	WP9	WP10	WP11	WP12
1	MU	77,462.50 €	30,606.25 €	466,962.50 €	2,331.25 €	3,263.75 €	36,180.00 €
2	ICRC	39,336.00 €	23,736.00 €	0.00 €	138,355.00 €	0.00 €	7,098.50 €
3	BMC SAV	17,575.00 €	33,062.50 €	5,625.00 €	5,625.00 €	16,875.00 €	8,325.00 €
4	MUL	51,792.81 €	25,253.13 €	5,456.25 €	0.00 €	33,659.38 €	9,467.19 €
5	UZSM	27,687.50 €	36,825.00 €	10,262.50 €	5,987.50 €	4,275.00 €	11,050.00 €
6	UT	29,858.63 €	25,711.13 €	0.00 €	0.00 €	11,822.25 €	20,597.00 €
7	VU	20,368.22 €	57,535.82 €	2,204.31 €	5,479.79 €	3,306.47 €	12,108.62 €
8	LIOS	24,450.00 €	39,250.00 €	5,625.00 €	0.00 €	11,250.00 €	118,212.50 €
9	UL	18,602.50 €	32,095.00 €	5,097.50 €	7,300.00 €	5,710.00 €	12,085.00 €
10	MUS	50,587.50 €	35,062.50 €	3,000.00 €	5,187.50 €	5,468.75 €	28,837.50 €
11	UMFCD	12,518.75 €	27,318.75 €	9,947.50 €	4,086.25 €	5,325.00 €	7,143.75 €
12	CHX	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €
Total		370,239.41 €	366,456.08 €	514,180.56 €	174,352.29 €	100,955.60 €	271,105.06 €
13	SU	12,075.00 €	16,262.50 €	15,625.00 €	11,250.00 €	9,000.00 €	38,150.00 €
		WP13	WP14	WP15	WP16	Maximum grant amount	
1	MU	86,735.00 €	23,868.75 €	70,366.25 €	216,000.00 €	1 380 738,75 €	
2	ICRC	8,777.00 €	8,777.00 €	16,286.00 €	25,820.50 €	278 542,50 €	
3	BMC SAV	10,500.00 €	40,087.50 €	23,900.00 €	58,900.00 €	332 775,00 €	
4	MUL	8,836.25 €	10,470.63 €	17,999.38 €	67,415.63 €	295 617,21 €	
5	UZSM	11,100.00 €	11,793.75 €	51,418.75 €	62,125.00 €	340 750,00 €	
6	UT	9,561.88 €	9,561.88 €	19,123.75 €	87,149.54 €	354 196,40 €	
7	VU	9,079.31 €	9,900.06 €	21,338.67 €	49,734.62 €	329 739,51 €	
8	LIOS	9,125.00 €	10,812.50 €	17,687.50 €	54,737.50 €	322 825,00 €	
9	UL	9,141.25 €	10,335.00 €	20,766.25 €	47,817.50 €	375 485,00 €	
10	MUS	7,775.00 €	8,568.75 €	24,031.25 €	37,525.00 €	259 406,25 €	
11	UMFCD	38,106.25 €	9,537.50 €	16,412.50 €	31,537.50 €	225 487,50 €	
12	CHX	73,062.50 €	46,687.50 €	87,725.00 €	19,750.00 €	227 225,00 €	
Total		281,799.44 €	200,400.82 €	387,055.30 €	758,512.79 €	4 722 788,12 €	
13	SU	9,609.38 €	10,000.00 €	18,437.50 €	71,300.00 €	237 421,88 €	

6.2 Distribution Plan

6.2.1 Prefinancing

- Maximum Grant amount: 4 722 788,13 €
- Prefinancing Amount (as per Grant Agreement): 2 503 077,71 €
- Participant Guarantee Fund: 236 139,41 € (5 % of the maximum grant amount)

Beneficiary	53 % of the total beneficiary's budget to be transferred (EUR)
MU	731 791,54 €
ICRC	147 627,53 €
BMC SAV	176 370,75 €
MUL	156 677,12 €
UZSM	180 597,50 €
UT	187 724,09 €
VU	174 761,94 €
LIOS	171 097,25 €
UL	199 007,05 €
MUS	137 485,31 €
UMFCD	119 508,38 €
CHX	120 429,25 €

6.2.2. Interim Payment

The interim payment will be calculated in accordance with lump sum shares approved to be paid out by the Project Officer after the first review. Its maximal amount is the amount needed to reach 90% of the grant (Grant Agreement- Section 21.3.2).

6.2.3. Balance

The balance will be calculated accordingly to the lump sum shares approved in whole or partially by the Project Officer at the end of the project. In case of reduction of grant, the amount given to each Party will be recalculated according to the tasks partially performed.