

CEDMO 2.0 Consortium Agreement

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CONSORTIUM AGREEMENT

BETWEEN:

1. UNIVERZITA KARLOVA (CU)

the "Project Coordinator", established in Ovocný trh 560/5, 11636 Praha 1, Czech Republic, VAT CZ00216208, represented by prof. MUDr. Milena Králíčková, Ph.D.

name of the bank: , BIC: , IBAN: ,
account holder name: Univerzita Karlova

AND:

2. SWPS UNIWERSYTET HUMANISTYCZNOSPOLECZNY (SWPS)

established in Warszawa (03-815), ul. Chodakowska 19/31, Poland, VAT PL1180197245, represented by Aleksandra Cisłak-Wójcik

name of the bank: BIC: , IBAN: ,
account holder name: Uniwersytet SWPS

3. NAUKOWA I AKADEMICKA SIEC KOMPUTEROWA (NASK)

established in Warszawa (02-796), ul. Wąwozowa 18 lok. 010, Poland, VAT PL5210417157, represented by Adam Marczyński

name of the bank: BIC: , IBAN: ,
account holder name: NAUKOWA I AKADEMICKA SIEĆ KOMPUTEROWA - PAŃSTWOWY INSTYTUT BADAWCZY

4. KEMPELENOV INSTITUTE INTELIGENTNYCH TECHNOLOGII (KInIT)

established in Bottova 7939/2A, 811 09 Bratislava, Slovakia, VAT SK2121334391, represented by Maria Bielikova

name of the bank: BIC: , IBAN: , account holder name:
Kempelenov inštitút inteligentných technológií

5. ČESKÉ VYSOKÉ UČENÍ TECHNICKÉ V PRAZE (CTU)

established in Jugoslávských partyzánů 1580/3, 160 00 Praha 6, Czech Republic, VAT CZ68407700, represented by doc. RNDr. Vojtěch Petráček, CSc.

name of the bank: BIC: , IBAN: , account holder
name: ČVUT v PRAZE, FAKULTA ELEKTROTECHNICKÁ

6. GLOBSEC

established in Kuzmanyho 3, 974 01 Banská Bystrica, Slovakia, VAT SK2020983261, represented by Milan Solár, 1st Vice President.

name of the bank: BIC: , IBAN: ,
account holder name: GLOBSEC.

7. SEESAME, S.R.O. (Seesame)

established in Mlynské nivy 48, 821 09 Bratislava, Slovakia, VAT SK2020311678, represented by Eva Stančíková

name of the bank: BIC: , IBAN: , account holder name: SEESAME

8. DEMAGOG.CZ (Demagog.cz)

established in Roháčova 145/14, 130 00 Praha 3, Czech Republic, VATCZ05140544, represented by Petr Gongala

name of the bank: , BIC: , IBAN: , account holder name: Demagog.cz, z.s.

9. DEMAGOG ASSOCIATION (Demagog.pl)

established in Warszawa (00-682), ul. Noakowskiego 26 lok 28, Poland, VAT PL6751544169, represented by Patryk Zakrzewski and Paweł Terpiłowski

name of the bank: BIC: , IBAN: , account holder name: Stowarzyszenie Demagog

10. SLOVAK GOVERNANCE INSTITUTE (Demagog.sk)

established in Štúrova 3, 811 02 Bratislava, Slovakia, VAT SK2021602066, represented by Veronika Jursová Prachárová

name of the bank: BIC: , IBAN: , account holder name: Inštitút pre dobré spravovanie spoločnosť

11. AGENCE FRANCE PRESSE (AFP)

established in 13-15 Place de la Bourse, 75002 Paris, France, VAT FR7377568354, represented by Christine Buhagiar

name of the bank:

BIC: , IBAN: , account holder name: AGENCE FRANCE PRESSE

12. ATHENS TECHNOLOGY CENTER ANONYMI VIOMICHANIKI EMPORIKI KAI TECHNIKI ETAIREIA EFARMOGON YPSILIS TECHNOLOGIAS (ATC)

established in Rizariou 10, Chalandri, 15233, Athens, Greece, VAT EL094360380, represented by Ioannis Kliafas

name of the bank: BIC: , IBAN: , account holder name: ATHENS TECHNOLOGY CENTER SA

13. STICHTING BELLINGCAT (Bellingcat)

established in Lijnbaanssteeg 1-4252, 1012SL Amsterdam, Netherlands, VAT NL859000515B01, represented by Eliot Higgins and Dessislava Lange-Damianova

name of the bank: BIC: , IBAN: , account holder name: Stichting Bellingcat

hereinafter, jointly or individually, referred to as "Parties" or "Party" and together "Consortium" relating to the Action entitled

CENTRAL EUROPEAN DIGITAL MEDIA OBSERVATORY 2.0

in short

CEDMO 2.0

hereinafter referred to as "Project"

WHEREAS: The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Digital Europe Programme, and more in particular, DIGITAL-2023-DEPLOY-04 call (Accelerating the best use of technologies).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement that will be signed by the Parties and the Funding Authority (hereinafter "Grant Agreement"). The Parties declare that they become aware of Grant Agreement for the Project 101158609 — CEDMO 2.0 and that the provisions of this Grant Agreement are binding on them in their entirety.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Section: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Consortium Body "

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

"Consortium Plan"

Consortium Plan means the Description of the action (GA, Annex 1) and the related agreed budget as defined in the Grant Agreement and which may be updated by the Strategy Board.

"Minutes"

Meeting Minutes are notes that are recorded during a meeting. They highlight the key issues that are discussed, motions proposed or voted on, and activities to be undertaken.

"Funding Authority"

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

"Defaulting Party"

Defaulting Party means a Party that the Strategy Board has identified to breach this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

"Access Rights"

Access rights means rights to use Results or Background under the terms and conditions in the GA and this agreement.

"Exploitation"

Exploitation means utilising Results e.g., in developing, creating and marketing a product or process, or in creating and providing a service, or standardising activities. Key Exploitable Results are the outputs generated during the Project which can be used and make impact, either by the Parties or by other third parties.

"Needed"

Needed means:

a) 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.

b) 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.

"Intellectual Property"

Intellectual Property means patents, trademarks, registered designs, copyrights, database rights, design rights, topographies of semiconductors, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above. Intellectual Property does not include the copyright to academic publications made under this Consortium Agreement.

"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.

"Force Majeure"

Force Majeure shall mean any event beyond the reasonable control of a Party, including but not limited to war, terrorist act, pandemic, earthquake, hurricane, flooding and national strikes, administrative measures of the country, EU or any competent authority, mobilization, or general military call-up, state of crisis.

2 Section: 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 Section: 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 Agreement becomes effective on the date of publication in the register of contracts as provided for in Section 12 of this Consortium Agreement.

3.2 Duration and Termination

This Consortium Agreement shall continue in full force and effect until the complete fulfillment of all obligations undertaken by the Parties under the Grant Agreement and this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

3.3 Survival of Rights and Obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law, and settlement of disputes, shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Strategy Board and the leaving Party. This includes the obligation to provide all input, Deliverables, and documents for the period of its participation.

4 Section: 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 fulfill, 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 Czech law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or the Coordinator to carry out its tasks.

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

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g., improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Strategy Board, will give formal notice to such Party requiring that such breach will be remedied within 15 calendar days from the date of receipt of the written notice by the Party

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Strategy 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 in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

5 Section: Liability

5.1 Liability for the use of another Party's information or materials

In respect of any information or materials (including 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 any 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 exercising its Access Rights.

5.2 Liability for the publication of content on the Hub

5.2.1 No warranties on third-party rights in Published Content

In respect of the content (text, photos, videos, fact-check articles, audio material, still and animated graphics, multimedia content and any other content whatever its form) published on the publicly accessible hub that will be created as part of the Project (hereinafter respectively referred to as the "Published Content" and the "Hub"), no warranty or representation is made

by any Party that it holds any copyright or license in and to any third-party materials, whatever their form (text, photos, videos, audio material, graphics, protected works, trademarks, logos, emblems, software, tools, programs or any components thereof, etc.), included in or used to produce the Published Content.

No warranty or representation is made by any Party that it has obtained any releases from the individuals or entities who may be depicted in such third-party materials or from the owners of depicted trademarks, works, events, other materials or from any other individual or entity who may hold intellectual property rights, neighbouring rights (including, without limitation, moral rights and performers' rights), publicity rights, privacy rights or any other rights in and to such third-party materials included in or used to produce the Published Content.

5.2.2 Editorial responsibility

Project Coordinator undertakes to act as the publication director of the Hub (hereinafter referred to as the "Publication Director").

Any Published Content shall be published on the Hub under the name of the Party providing such Published Content (which shall be displayed prominently on the Published Content), so as to allow third parties to identify the Party responsible for each Published Content.

The Hub shall have an imprint/legal notice stating 1) the name, identification and address of the Publication Director; and 2) that the Published Content is published under the sole editorial responsibility of the media (or entity) in whose name it is published and that any claim regarding Published Content must be directed to the media (or entity) whose name appears on the relevant Published Content.

For that purpose, each Party shall provide an email address for treatment of claims (which may be published on the Hub) and shall ensure that any received claim will be treated in a reasonable timeframe. If the Publication Director (or any Party) receives a claim concerning another Party's Published Content, it shall convey the received claim promptly to the concerned Party for proper action.

In addition to the above-mentioned imprint/legal notice, the Hub shall also display terms of use containing, at least, a copyright notice stating: (1) that the Hub and the Published Content (with the exception of third-party materials, as referred to in section 5.2.1 above) are the sole property of the Project partners and are provided "as is", without warranty of any kind, and may only be used, without any alteration, for strictly personal and private purposes or for the purpose of illustration for teaching or scientific research to the exclusion in each case of any commercial use, and only to the extent and as permitted by European copyright law; and (2) the Project partners' express opposition (within the meaning of article 4.3 and Recital 18 of the Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC) to text and data mining for other purposes than scientific research.

5.2.3 Indemnification

Each Party providing content for publication on the Hub agrees, at its sole cost and expense, to defend, indemnify, protect and hold the Publication Director and the other Parties harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defences, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, reasonable attorneys' fees) of any nature whatsoever

which may at any time be incurred by or asserted against either of them as a result of any third-party claim arising from, out of, or in connection with the publication of its own Published Content on the Hub.

In each case in which indemnification is sought hereunder, the Publication Director or any other Party, as the case may be, shall give to the indemnifying Party (i.e. the Party whose Published Content is the subject of the claim) prompt written notice (any delay in providing such written notice which does not materially prejudice the indemnifying Party shall however not relieve the indemnifying Party from its indemnification obligations hereunder) of any claim for which it seeks indemnification and the indemnifying Party shall have the right to control the defence of such claim and shall have the opportunity to conclude any settlement of such claim (to the extent such settlement does not impose any obligation upon the indemnified Party without its consent). The indemnified Party may decide to have separate representation and retain its own counsel, but at its own costs.

5.3 Liability for technical services

The Parties solely in charge of providing technical services for the performance of the Project (such as setting up, ensuring the proper operation, maintaining, updating the Hub's website and all the related infrastructure and tools, interlinking the Hub with the EDMO portal, etc.) warrant that they own (or are duly authorized by the owners of) all the rights in and to any software, tools, programs and any components thereof used for the provision of their services and that their use as part of the Project will not infringe, misappropriate, or otherwise violate any third-party's proprietary rights or any applicable law.

Each Party providing solely technical services for the performance of the Project agrees, at its sole cost and expense, to defend, indemnify, protect and hold the other Parties harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defences, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, reasonable attorneys' fees) of any nature whatsoever which may at any time be incurred by or asserted against either of them as a result of any claim that any such technical services infringe, misappropriate, or otherwise violate any third-party's proprietary rights or any applicable law.

In each case in which indemnification is sought hereunder, the Party seeking indemnification shall give to the indemnifying Party (i.e. the Party who has provided the technical services subject of the claim) prompt written notice (any delay in providing such written notice which does not materially prejudice the indemnifying Party shall however not relieve the indemnifying Party from its indemnification obligations hereunder) of any claim for which it seeks indemnification and the indemnifying Party shall have the right to control the defence of such claim and shall have the opportunity to conclude any settlement of such claim (to the extent such settlement does not impose any obligation upon the indemnified Party without its consent). The indemnified Party may decide to have separate representation and retain its own counsel, but at its own costs.

5.4 Limitations of Contractual Liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or by a breach of confidentiality.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to twice the Party's share of the total costs of the Project as

identified in the Grant Agreement provided such damage was not caused by a willful act or gross negligence.

The liability cap set forth in the 2nd paragraph of this section 5.4 shall not apply to the Parties' indemnification obligations under sections 5.2.3 and 5.3 above, provided such damage was caused by a willful act or gross negligence.

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

5.5 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.

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

5.7 Financial Liability

In case of breach of this Consortium Agreement by one Party, no other Party shall be financially responsible for that Party's breach towards any other Party, nor towards the Funding Authority.

In case of bank guarantee supplied by one Party, such guarantee shall cover only its own and sole liability.

6 Section: Governance Structure

6.1 General Structure

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

- **the Strategy Board** as the ultimate decision-making body of the Consortium;
- **the Project Executive Board** as the ultimate executive and supervisory body of the Consortium which shall report and be accountable to the Strategy Board;
- **the Coordinator** as the legal entity acting as the intermediary between the Parties and the Funding Authority;
- **the Advisory Board** as the external advisory body monitoring the hub's progress and activities.

6.2 Consortium Bodies

6.2.1 The Strategy Board

The Strategy Board will be entity consisted of representatives of all Parties, while the Coordinator will lead it.

It will act as the intermediary amongst members of the Consortium, sub-contractors, and Funding Authority and will also be responsible for managing the project's implementation.

It will also report and be accountable to all Parties and provide communication with European Commission.

6.2.1.1 Members

The Strategy Board shall consist of 13 members, comprising one representative of each Party (hereinafter referred to as "Strategy Board Member").

Strategy Board Member of the Coordinator shall chair all Strategy Board meetings, unless decided otherwise in a meeting of the Strategy Board. The Coordinator will appoint a Project Manager who will perform as the Strategy Board Secretary and prepare, execute and grant the smooth running of Strategy Board meetings and communication. The Project Manager will attend Strategy Board meetings and serve as a connection among all Consortium bodies.

Each Strategy Board Member shall be deemed to be duly authorised to deliberate, negotiate, and decide on all matters listed in Section 6.2.1 of this Consortium Agreement.

6.2.1.2 Minutes of Meetings

Once accepted, the Minutes of the Strategy Board meetings shall be sent by the Coordinator or Project Manager appointed by the Coordinator to the Strategy Board Members for information.

6.2.1.3 Tasks

The Strategy Board will be responsible for operational, expert and management aspects of the Project.

The responsibility of a relevant Strategy Board Member will be to ensure, that the planned tasks, Milestones, and Deliverables, which belong to the activity led by a corresponding Party, will be achieved according to the Project schedule and in expected quality and quantity.

6.2.1.4 Decisions

The Strategy 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 recommendations made by the Project Executive Board shall also be considered and decided upon by the Strategy Board

The Parties agree to abide by all decisions of the Strategy Board. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8

The Strategy Board shall take the following decisions:

Content, finances and Intellectual Property rights

- proposals for changes to Annexes of the Grant Agreement to be agreed by the Funding Authority

- changes to the Consortium Plan
- modifications to Attachment 1 (Background Included)

Evolution of the Consortium

- entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- declaration of a Party to be a Defaulting Party
- remedies to be performed by a Defaulting Party
- termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- proposal to the Funding Authority for a change of the Coordinator
- proposal to the Funding Authority for suspension of all or part of the Project
- proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

The appointment of:

- Project Executive Board Members.

6.2.2 The Project Executive Board

The Project Executive Board will act as the ultimate project management and executive body of the Consortium. It will consist of representatives of all Consortium Parties, hereinafter, jointly or individually, referred to as 'Project Executive Board Members' or 'Project Executive Board Member'.

6.2.2.1 Members

The Project Executive Board shall consist of 13 members, comprising the Project Manager appointed by and representing the Coordinator and 12 Project Executive Board Members appointed as project managers by the other Strategy Board Members.

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

6.2.2.2 Minutes of Meetings

Once accepted, the Project Manager shall send the Minutes of Project Executive Board meetings to the Strategy Board Members for information.

6.2.2.3 Tasks

The Project Executive Board shall monitor the effective and efficient implementation of the Project and seek a consensus among the Parties.

In addition, the Project Executive Board 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 Strategy Board.

More specifically, the Project Executive Board shall:

- monitor the day-to-day running of the Project. The following aspects will be considered:
 - (1) Scientific progress including Deliverables and Milestones
 - (2) Dissemination activities
 - (3) Exploitation aspects
 - (4) Detailed implementation plan;
- drive the Project towards its goals and the impacts to be achieved along with the Project timelines;
- ensure that the necessary actions are communicated to all Parties and executed to accomplish the planned objectives and impacts as well as to ensure that all Deliverables are completed in timely manner and with the set quality;
- carry the responsibility for the efficient implementation of all decisions of the Strategy Group;
- follow the relevance of the Results;
- support the Coordinator in preparing meetings with the Funding 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 Funding Authority;
- carry the responsibility and authority for decisions relating to changes in the Project's technical implementation, the evolution of the Consortium, actions required for non-performing or underperforming Parties, and processes relating to the distribution of EU funding.

A responsible Project Executive Board Member for each activity will make sure that all entities concerned by the activity are coordinated.

The agenda, presentations and meeting records will be continuously saved in an online folder to make them easily accessible to the respective parties. The action items of the Project will also be kept in an online task management system that would add to smooth communication and make tasks and responsibilities transparent and up to date.

The Project Manager shall prepare the meetings, propose decisions and prepare the agenda together with the Coordinator of the Strategy Board according to Section 6.2.1.

In the case of abolished tasks as a result of a decision of the Strategy Board, the Project Executive Board shall advise the Strategy Board on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall consider the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.2.3 The Coordinator

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

Project operation will be supported by an Administration support, which will address various administrative and financial issues.

6.2.3.1 Members

Project Coordinator (CU) coordinates the Project and oversees the administrative, financial, scientific, and organisational management of the Project and is the contact point for the European Commission. The Project Coordinator is assisted by a Project Manager, working at CU, who will be in charge of chairing the Project Executive Board and perform duties of a Board Secretary in the Advisory Board and the Strategy Board. The Project Manager will serve as a connection among all Consortium bodies.

6.2.3.2 Tasks

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of Parties and its 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 specifically requested documents to the Funding Authority;
- transmitting documents and information connected with the Project to any other Parties concerned;
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3;
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If a Party is late in submission of any Project Deliverable, the Coordinator may submit or provide such Project Deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

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

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

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

6.2.4 The Advisory Board

The Advisory Board is appointed and steered by the Strategy Board. The Advisory Board shall monitor the hub's results, provide feedback, expert opinion and guidance, evaluate project milestones and suggest improvements in leading and executing hub's activities.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each Advisory Board 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 their nomination or before any confidential information will be exchanged, whichever date is earlier.

The Coordinator prepares the implementation of the Advisory Board's suggestions. The Advisory Board members shall be allowed to participate in the Strategy Board meetings upon invitation but have no voting rights.

6.2.4.1 Members

The Advisory Board will consist of 7 external experts, comprising 3 pre-selected members by the Coordinator (i.e. Charles University), including the Advisory Board Chair. The other 3 members shall be nominated by the project partners, taking into account a fair representation per country (Slovakia, Czech Republic and Poland). The final Advisory Board member shall be nominated by AFP, ATC and Bellingcat. The experts represent the multinational composition of the consortium, with all six countries being presented. The Members also represent European and global level multidisciplinary and multisectoral experts from academic, public, private and civic sectors in the fields relevant to digital media ecosystem.

The Coordinator will appoint a Project Manager who will perform as the Advisory Board Secretary and prepare, execute and grant the smooth running of Advisory Board meetings and communication. The Project Manager will attend Advisory Board meetings and serve as a connection among all Consortium bodies.

6.2.4.2 Minutes of meetings

The Project Manager appointed by the Coordinator shall write the Minutes of the Advisory Board meetings, once accepted, the Coordinator shall send the Minutes to the Advisory Board Members for information.

6.2.4.3 Tasks

The Advisory Board shall assist and facilitate the decisions made by the Strategy Board.

The tasks of Advisory Board are to:

- broaden the expertise of the Strategy Board or Project Executive Board and to give their insights to the Project development, actions taken and further the dissemination of the Project Results;
- give their advice and expertise to the Coordinator individually and Strategy Board or Project Executive Board as a whole in the decision-making process.
- support external engagement and best practice sharing

6.2.5 Administration Support

The Coordinator shall propose the Administration support. It shall be appointed by the Coordinator and shall assist and facilitate the work of the Project Executive Board and the Coordinator for executing the Strategy Board's decisions and the day-to-day management of the Project.

6.3 General Operational Procedures for all Consortium Bodies

6.3.1 Representation in Meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "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 cooperatively in the meetings.

6.3.2 Preparation and Organisation of Meetings

6.3.2.1 Convening Meetings

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

Consortium Body	Ordinary meeting	Extraordinary meeting
Strategy Board	At least 8 x per year	At any time upon written request of the Project Executive Board or 1/3 of the Members of the Strategy Board
Project Executive Board	At least once a month	Ideally, once a week during the first two months, twice a month during the following four months, at any time upon written request of any Member of the Project Executive Board
Advisory Board	At least twice a year	At the beginning of the Project, minimum twice a year and on demand and at important milestones agreed by the Strategy Board

6.3.2.2 Notice of a Meeting

The chairperson of a Consortium Body assisted eventually by the Board Secretary shall give notice in writing 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.

Consortium Body	Ordinary meeting	Extraordinary meeting
Strategy Board	14 calendar days	14 calendar days
Project Executive Board	14 calendar days	7 calendar days
Advisory Board	14 calendar days	14 calendar days

6.3.2.3 Sending the Agenda

The chairperson of a Consortium Body assisted eventually by the Board Secretary shall prepare and send each Member of that Consortium Body a written original agenda no later than the minimum number of days preceding the meeting as indicated below.

Consortium Body	Ordinary meeting	Extraordinary meeting
Strategy Board	3 calendar days	7 calendar days
Project Executive Board	3 calendar days	7 calendar days

Advisory Board	3 calendar days	7 calendar days
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6.3.2.4 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 notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Consortium Body	Ordinary meeting	Extraordinary meeting
Strategy Board	3 calendar days	5 calendar days
Project Executive Board	3 calendar days	5 calendar days
Advisory Board	3 calendar days	5 calendar days

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda. Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.3.3 Voting Rules and Quorum

Each Consortium Body shall not decide deliberate and validly 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 7 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 are present or represented.

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

A Party which the Strategy Board have declared according to Section 4.2 to be a Defaulting Party may not vote.

6.3.4 Decisions

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.3.6.

Any decision may also be taken without a meeting (i.e. per rollam) if the Coordinator circulates a written document to all Members of the Consortium Body, which is then agreed by the defined majority (see Section 6.3.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered accepted if, within the period set out in article 6.3.5, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends a written notification of this acceptance to all Members of the Consortium Body and to the Coordinator.

6.3.5 Veto Rights

A Member which can show that its 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.

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

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such a decision during the meeting and within 14 calendar days after the draft Minutes are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft Minutes of the meeting are sent.

When a decision has been taken without a meeting a Member may veto such a decision within 14 calendar days after written notification by the chairperson of the outcome of the vote.

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 all its members' general satisfaction.

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 their consequences.

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

6.3.6 Minutes of Meetings

The chairperson of a Consortium Body assisted eventually by the Board Secretary shall produce written 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 14 calendar days of the meeting.

The Minutes shall be considered as accepted if, within 10 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the Minutes.

The chairperson shall send the accepted Minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them. If requested, the Coordinator shall provide authenticated duplicates to Parties.

7 Section: Financial Provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The Coordinator shall distribute the financial contribution of the Funding Authority to the Project according to:

- the Grant Agreement and Consortium Plan;
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

7.1.2 Justifying Costs

In accordance with its usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Return of Excess Payments; Receipts

If a Party has received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

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

7.1.5 Financial Consequences of the Termination of the Participation of a Party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties to perform its and their tasks.

7.2 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 Payments to Parties are the Exclusive Tasks of the Coordinator

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- perform its tasks in the appropriate administration of any funds and in maintaining financial accounts diligently;
- undertake to keep the Funding Authority's financial contribution to the Project according to the Grant Agreement.

7.3.2 Provisions of Payment

The payment schedule, which contains the transfer of pre-financing payment and payment of the balance to Parties, will be handled according to the following:

- funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement;
- costs accepted by the Funding Authority will be paid to the Party concerned.

7.3.3 Payment to Parties

Without delay, the Coordinator will undertake no later than 30 days the necessary steps to transfer to Parties the payments received from the Funding Authority for the Parties.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to breach its obligations under this Consortium Agreement or the Grant Agreement or to a beneficiary that has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

All payments will be sent with the following variable symbol representing the project number: 101158609.

7.4 Financial Reports

For financial control, the Parties will provide the Coordinator with interim financial report, the final financial report, and supporting documents within 15 days of the end of the reporting period specified in the Grant Agreement.

8 Section: Results

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

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint Ownership

8.2.1

Two or more Parties own Results jointly if:

- (a) they have jointly generated them and
- (b) it is not possible to:
 - (i) establish the respective contribution of each Party, or

- (ii) separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership ("Joint Ownership Agreement"), to ensure compliance with their obligations under this Agreement with regard to their shares and respective contribution.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- 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 30 calendar days advance notice; and
 - (b) fair and reasonable compensation.

8.2.2

Each Party may during the Project and after Project ending use, adapt and/or transform the Results for any further research, scientific, educational, or other profit or non-profit purpose regardless the participation of the other Parties within, without prior consent of Parties, in accordance with the terms of this Agreement.

To ensure the rights of the Parties to use the Results after the end of the Project stated above, after Project ending CU as the Project Coordinator shall overtake the rights and obligations related to the Project website from ATC, including, but not limited to the web hosting, the web content and its administration, in the extent as it is at the end of the Project. ATC is obliged to provide full cooperation needed for that such smooth transfer of titles and related rights and obligations.

8.3 Transfer of Results

8.3.1

Each Party may grant licenses to its Results (or otherwise give the right to Exploit them), if this does not impede the access rights under Article 9.

8.4 Dissemination

8.4.1

For the avoidance of doubt, nothing in this Section 8.4 impacts the confidentiality obligations set out in Section 10.

8.4.2 Dissemination of own Results

8.4.2.1

During the Project and for a period of first 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 rules stated herein.

A Party that intends to disseminate its Results must give advance notice to the other Parties of — unless agreed otherwise — at least 14 days, together with sufficient information on the

Results it will disseminate. Any other Party may object within — unless agreed otherwise — 7 days of receiving notification, if it can show that its legitimate interests in relation to the Results or Background would be significantly harmed. In such cases, the dissemination may not occur unless appropriate steps are taken to safeguard these legitimate interests.

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in writing to the Coordinator and the Party or Parties proposing the dissemination within 14 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

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

8.4.2.3

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.

8.5

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.

8.5.1 Dissemination of Another Party's Unpublished Results or Background

A Party shall not include another Party's Results or Background in any dissemination activity without obtaining the owning Party's prior written approval unless they are already published.

8.5.2 Cooperation Obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication, and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement. Each Party shall contractually bind the students using the Results within their theses or dissertations to comply with the terms and conditions of Grant Agreement and this Consortium Agreement mainly in relation to the rights to use of the Results and access rights to such theses or dissertations.

8.5.3 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.

9 Section: Access Rights

9.1 Background Included

9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project. They 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 further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Project Management and Strategy Board is needed should a Party wish to modify or withdraw its Background in Attachment 1, except if such modification or withdrawal of that Party's Background (or any part thereof) is required as a result of a legal or editorial issue arising (such as, for instance, a third party claim) regarding that Party's Background (or any part thereof) which requires an immediate action from such Party; in which case such Party shall be allowed to proceed with the modification or withdrawal without waiting for the Project Management's and Strategy Board's approval but shall give them, as well as the other Parties, written notice immediately.

9.2 General Principles

9.2.1

Each Party shall implement its tasks according to 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 expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

Results and Background shall be used only for the purposes for which Access Rights to it have been granted. Access Rights may be revoked, in whole or in part, at any time towards a Party, if such Party fails to exercise them in compliance with the terms under which they were 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 to ensure 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 to the Party and/or its subcontractor 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 and upon written bilateral agreement.

Access rights to Results for internal research 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, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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 9.6.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 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.

9.6 Access Rights for Parties Entering or Leaving the Consortium

9.6.1 New Parties Entering the Consortium

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

9.6.2 Parties Leaving the Consortium

9.6.2.1 Access Rights Granted to a Leaving Party

9.6.2.1.1 Defaulting Party

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

9.6.2.1.2 Non-defaulting Party

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

It may request Access Rights within the period specified in Section 9.4.3.

9.6.2.2 Access Rights to be Granted by any Leaving Party

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

9.7 Specific Provisions for Access Rights to Software

9.7.1

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

9.7.2

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a particular 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 Section: 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 Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- 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 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 Recipients may keep a copy to the extent it is required to keep, archive, or store such Confidential Information

because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3

The recipients shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in the Project. They 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 entirely 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 to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5

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

10.6

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation, or misuse.

10.7

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information 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.

The parties are obliged to create conditions for the protection of personal data in compliance with, and within the scope of, Regulation (EU) 2016/679 of the European Parliament and of

the Council of 27 April 2016, and to arrange for relevant technical measures to safeguard such data.

11 Section: Miscellaneous

11.1 Attachments, Inconsistencies, and Severability

This Consortium Agreement consists of this core text and Attachment 1 (Background included).

In case the terms of this Consortium Agreement conflict with the terms of the Grant Agreement, the latter's terms 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 fulfills the purpose of the original provision.

11.2 No Representation, Partnership, or Agency

Except as otherwise provided in Section 6.3.4, no Party shall be entitled to act or make legally binding declarations on behalf of any other Party or 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 Notices and other Communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

If it is required in this Consortium Agreement that a formal notice, consent, or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgment.

Other communication:

Other communication between the Parties may also be effected by other means such as an e-mail with acknowledgment of receipt, which fulfills the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

11.4 Assignment and Amendments

Except as set out in EU or national legislation, 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 Section 6.2.1.3 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 applicable Union law complemented, where necessary, by the law of Czech Republic.

11.8 Settlement of Disputes

The parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally submitted to the Czech courts in accordance with the Czech Law Rules. The place of litigation shall be Prague unless otherwise agreed upon. The language to be used in the litigation shall be English unless otherwise agreed upon.

12 Section: Signatures

AS WITNESS:

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages. This Agreement becomes valid on the date of its signature by the authorized persons of all Contracting Parties and becomes effective on the date of publication in the register of contracts as indicated below.

The contracting parties acknowledge that this Agreement requires publication in the register of contracts in accordance with Act No. 340/2015 Coll., as amended, in order to be effective, and they agree to this publication. CU will ensure that the Agreement is sent to the register of contracts immediately after signing the Agreement. At the same time, CU undertakes to inform the other Parties about the registration.

UNIVERZITA KARLOVA (CU)

Signature(s)

Name(s): prof. MUDr. Milena Králíčková, Ph.D.

Title(s): Rector

Date: see electronic signature

SWPS UNIWERSYTET HUMANISTYCZNOSPOLECZNY (SWPS)

Signature(s)

Name(s): Aleksandra Ciślak-Wójcik

Title(s): Vice Rector for Research

Date: see electronic signature

NAUKOWA I AKADEMICKA SIEC KOMPUTEROWA (NASK)

Signature(s)

Name(s): Adam Marczyński

Title(s): Deputy Director

Date: see electronic signature

KEMPELENOV INSTITUT INTELIGENTNYCH TECHNOLOGII (KInIT)

Signature(s):

Name(s): Prof. Maria Bielikova

Title(s): Director General

Date: see electronic signature

ČESKÉ VYSOKÉ UČENÍ TECHNICKÉ V PRAZE (CTU)

Signature(s)

Name(s): doc. RNDr. Vojtěch Petráček, CSc.

Title(s): Rector

Date: see electronic signature

GLOBSEC

Signature(s)

Name(s): Milan Solár

Title(s): 1st Vice President

Date: see electronic signature

SEESAME, S.R.O. (Seesame)

Signature(s)

Name(s): Eva Stančíková

Title(s): Head of Finance & Partner

Date: see electronic signature

DEMAGOG.CZ (Demagog.cz)

Signature(s)

Name(s): Petr Gongala

Title(s): Coordinator

Date: see electronic signature

DEMAGOG ASSOCIATION (Demagog.pl)

Signature(s)

Name(s): Patryk Zakrzewski

Title(s): Member of the Board

Name(s): Paweł Terpiłowski

Title(s): Vice President

Date: see electronic signature

SLOVAK GOVERNANCE INSTITUTE (Demagog.sk)

Signature(s)

Name(s): Veronika Jursová Prachárová

Title(s): Director

Date: see electronic signature

AGENCE FRANCE PRESSE (AFP)

Signature(s)

Name(s): Christine Buhagiar

Title(s): Europe Director

Date: see electronic signature

**ATHENS TECHNOLOGY CENTER ANONYMI VIOMICHANIKI EMPORIKI KAI TECHNIKI
ETAIREIA EFARMOGON YPSILIS TECHNOLOGIAS (ATC)**

Signature(s)

Name(s): Ioannis Kliafas

Title(s): General Manager

Date: see electronic signature

STICHTING BELLINGCAT (Bellingcat)

Signature(s)

Names: Eliot Higgins and Dessislava Lange-Damianova

Title(s): Founder & Creative Director, and Director of Operations

Date: see electronic signature

Attachment 1: Background Included

Background is defined as "data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is (a) held by the beneficiaries before they acceded to the Agreement and (b) needed to implement the action or exploit the results. ". Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

As to **UNIVERZITA KARLOVA (CU)**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how, or information of **UNIVERZITA KARLOVA (CU)** shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 2

As to **SWPS UNIWERSYTET HUMANISTYCZNOSPOLECZNY (SWPS)**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how, or information of **SWPS UNIWERSYTET HUMANISTYCZNOSPOLECZNY (SWPS)** shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 3

As to **NAUKOWA I AKADEMICKA SIEC KOMPUTEROWA (NASK)**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how, or information of **NAUKOWA I AKADEMICKA SIEC KOMPUTEROWA (NASK)** shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 4

As to **KEMPELENOV INSTITUT INTELIGENTNYCH TECHNOLOGII (KInIT)**, 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 limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
Monant, a universal and extensible research platform for data collection and monitoring online environment	Access Rights to the Monant platform through an API will be provided as necessary for the implementation of the action. The license, or other data use restrictions, may affect platform utilization during the project implementation.	To be negotiated and based on a separate licence agreement.
MultiClaim, a multilingual dataset of fact-checking articles and debunked social media posts	Access Rights to the dataset through a static dump or an API will be provided as necessary for the implementation of the action.	To be negotiated and based on a separate licence agreement.
ML- and NLP-based services for disinformation tackling and social media analysis	Access rights to the ML- and NLP-based services through an API will be provided as necessary for the implementation of the project. The license, or other data use restrictions, may affect services utilization during the project implementation.	To be negotiated and based on a separate licence agreement.
Fact-checking and media literacy supporting tools (Fact-check Finder, Checkworthy Document Detection, CEDMO game)	Access rights for tools utilizing user accounts will be provided as necessary for the implementation of the project. The license, or other data use restrictions, may affect tools utilization during the project implementation.	To be negotiated and based on a separate licence agreement.

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

PARTY 5

As to **ČESKÉ VYSOKÉ UČENÍ TECHNICKÉ V PRAZE (CTU)**, 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 limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
Natural Language Processing (NLP) knowledge and software tool for automated fact search: set of NLP tools for textual semantic searching	Will be at disposal for project solution during the project realisation, licensing rights belongs to Czech Technical University in Prague.	Will be at disposal for project solution during the project realisation, licensing rights belongs to Czech Technical University in Prague
Natural Language Processing (NLP) knowledge and software tool for automated fact checking: set of NLP tools for fact retrieval, bias detection, credibility detection, perplexity and news information distortion	Will be at disposal for project solution during the project realisation, licensing rights belongs to Czech Technical University in Prague.	Will be at disposal for project solution during the project realisation, licensing rights belongs to Czech Technical University in Prague.

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

PARTY 6

As to **GLOBSEC**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how, or information of **GLOBSEC** shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 7

As to **SEESAME, S.R.O. (Seesame)**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how, or information of **SEESAME, S.R.O. (Seesame)** shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 8

As to **DEMAGOG.CZ (Demagog.cz)**, 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 limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
Database of Fact-checks	Historical data to be fully machine-readable, structured according to partner requirements and made available through an API.	None.

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

PARTY 9

As to **DEMAGOG ASSOCIATION (Demagog.pl)**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how, or information of **DEMAGOG ASSOCIATION (Demagog.pl)** shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 10

As to **SLOVAK GOVERNANCE INSTITUTE (Demagog.sk)**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how, or information of **SLOVAK GOVERNANCE INSTITUTE (Demagog.sk)** shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 11

As to **AGENCE FRANCE PRESSE (AFP)**, 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 limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
<p>Video Tutorials: existing video tutorials about fact-checking that AFP will update, adapt and translate in Czech.</p> <p>The video tutorials will be published on the Hub.</p> <p>These video tutorials are provided “as is” without any warranty of any kind.</p>	<p>The other Parties are free to use them during and for the sole purposes of implementing the Project. No other use is permitted.</p> <p>If AFP leaves the Consortium, and the other Parties intend to carry it on, AFP may allow the other Parties to continue using the videos for the sole purposes of implementing the Project for a period of one year (extendable upon agreement by AFP), but AFP would be relieved from any liability and indemnification obligations under section 5.</p>	<p>No Access Rights granted for exploitation of Results.</p>
<p>Verification plugin: a verification plugin for disinformation debunking, developed by AFP’s Medialab in collaborative projects <i>InVID</i>, <i>WeVerify</i>, <i>EnVisu4</i>, <i>YouCheck!</i>, and <i>YouVerify!</i>, provided as an open source tool to third parties, by AFP. While the plugin is open source, some underlying tools are not released as such and are called upon web services provided by third-party labs. This verification plugin is provided “as is” without any warranty of any kind.</p>	<p>The other Parties are free to use the verification plugin as a debunking toolbox (including its media literacy part) during and beyond the Project, without any warranty of any kind.</p>	

<p>Online interactive modules: existing online interactive modules on digital journalism and digital verification developed by AFP will be made available on the Project's platform or through a link to AFP's Digital Courses platform, a free platform developed by AFP.</p> <p>These online interactive modules are provided "as is" without any warranty of any kind.</p>	<p>The other Parties are free to use them during and for the sole purposes of implementing the Project. No other use is permitted.</p>	<p>No Access rights granted for exploitation of Results.</p>
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 12

As to **ATHENS TECHNOLOGY CENTER ANONYMI VIOMICHANIKI EMPORIKI KAI TECHNIKI ETAIREIA EFARMOGON YPSILIS TECHNOLOGIAS (ATC)**, 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 limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
<p>Truly Media, a platform for collaborative verification and digital content analysis, developed and provided as a commercial service to third parties, by ATC and DW</p>	<p>Access rights will be provided as necessary for the project's purposes to facilitate collaboration among CEDMO hub members for the duration of the project</p>	<p>If feasible and agreements between partners are reached, Truly Media can be provided as a service for exploitation after the end of the project</p>

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

PARTY 13

As to **STICHTING BELLINGCAT (Bellingcat)**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how, or information of **STICHTING BELLINGCAT (Bellingcat)** shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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