

Consortium Agreement



EDIH-DIGIMAT 2.0

Version 1.0 – 01. 05. 2026

(Based on DESCA – Model Consortium Agreement, Version 2.0, February 2024)

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) 2021/694 of the European Parliament and of the Council of 29 April 2021 establishing the Digital Europe Programme and repealing Decision (EU) 2015/2240 (hereinafter referred to as “Digital Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 01. 05. 2026, hereinafter referred to as the Effective Date

BETWEEN:

JIC, zájmové sdružení právnických osob, ID No. (IČO): 71180478, PIC: 999780262, having its registered office at Purkyňova 649/127, Brno - Medlánky 61200, Czechia, registered in the Register of Associations maintained by the Regional Court in Brno, Section L, Insert 19606, **as the Coordinator**

Intemac Solutions, s.r.o., ID No. (IČO): 02277387, PIC: 934182460, having its registered office at Blanenská 1288/27, Kuřim 664 34, Czechia, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 80805

Vysoké učení technické v Brně, ID No. (IČO): 00216305, PIC: 999873091, having its registered office at Antonínská 548/1, Brno-střed 601 90, Czechia

Effectivity s.r.o., ID No. (IČO): 09110151, PIC: 887659611, having its registered office at Hlubočany 160, 82 01 Hlubočany, Czechia, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 117206

Univerzita Tomáše Bati ve Zlíně, ID No (IČO): 70883521, PIC: 999880172, having its registered office at nám. T. G. Masaryka 5555, Zlín 76001, Czechia

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

relating to the Action entitled:

EDIH-DIGIMAT: Flexible Manufacturing Systems Using Artificial Intelligence

in short:

EDIH-DIGIMAT

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 the Digital Europe Programme – 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 Beneficiaries 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 Digital Europe Regulation or in the Grant Agreement, including its Annexes.

1.2 Additional Definitions

“Consortium Body”

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

“Consortium Plan”

Consortium Plan means the Description of the Action and the related agreed budget as first defined in the Grant Agreement (Annexes 1 and 2 of the Grant Agreement) and which may be updated by the Executive Board.

“Defaulting Party”

Defaulting Party means a Party which the Executive Board 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.

“DTA”

DTA means Digital Transformation Accelerator.

“Granting Authority”

Granting Authority means the body awarding the Grant for the Project.

“Internal Progress Report”

Internal Progress Report means a written report issued by each Party for each work package providing information to enable the monitoring of the status of completion of a work package.

“Needed”

Needed means: *For the implementation of the Project:* Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results: Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

“Work Package Leader”

Work Package Leader means a representative of the Party appointed to lead a work package according to Annex 1 of the Grant Agreement, who shall coordinate the completion of activities for the tasks in the relevant work package.

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, but not earlier than the date of publication of this Consortium Agreement in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (hereinafter "Act on the Register of Contracts").

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, in accordance with the Act on the Register of Contracts, if applicable.

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

This Consortium Agreement shall automatically terminate in respect of the Party/ies concerned, 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 Executive Board and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General principles

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 the Czech 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 a Work Package Leader 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 Executive Board 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 Executive 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.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Executive 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 (i) inform the other Parties about the involvement of respective third parties and (ii) 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.

4.4 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of*

personal data and on the free movement of such data and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

4.5 Specific responsibilities regarding reporting and implementation

4.5.1 Internal Progress Reports

The Parties commit to continuously providing information on the progress of implementing the work packages. In particular, they shall issue an Internal Progress Report to the Work Package Leader upon request seven (7) days ahead of the relevant meeting of the Work Package Leaders Group. The Internal Progress Report provided should enable an assessment of the status or completion of each work package, allowing for monitoring through specific performance indicators as defined in Annex 1 of the Grant Agreement, if applicable.

Upon request of the Coordinator, each Party shall provide, within fourteen (14) days, information reasonably necessary for sound financial management and reporting of the Project, including a summary of costs incurred and forecast (budget absorption vs. the Party's estimated budget in Annex 2 of the Grant Agreement).

Where applicable, each Party shall also monitor the services provided to third parties, the value thereof, and any other information to be decided upon, in the designated internal monitoring tool (such as an Excel file saved on SharePoint, the DTA monitoring system, or another tool to be determined), and shall update this information regularly, no later than one month after occurrence, and definitely before each Work Package Leader Group meeting.

4.5.2 Proper implementation

Each Party shall perform its tasks under the Consortium Plan and contribute to the completion of the work package. If a work package cannot be completed, the Parties must collaborate to propose an amendment of the Grant Agreement for that work package via an alternative solution.

4.5.3 Termination reports

A leaving (terminated) Party shall issue a termination report to the Executive Board with the prerequisites listed under Article 32 of the Grant Agreement on the activities implemented by it and completion of its work share in the work packages it is involved in for the period until its termination takes effect.

4.5.4 Consequences of non-compliance

Improper reporting or implementation of the Project may lead to a breach procedure and termination of a Party's participation according to Section 4.2 of this Consortium Agreement. The Parties are aware that their implementation may affect the completion of tasks or work packages by other Parties and that improper implementation or reporting can lead to liability in accordance with Section 5 of this Consortium Agreement, e.g. in case of reduction or recovery of funding by the Granting Authority.

Additionally, in cases of non-compliance or severe underperformance by a consortium partner, and following formal notification and an opportunity for the Party concerned to remedy the situation, the Executive Board may, according to Section 6.3.4.5 of this Consortium Agreement, decide to reallocate

parts of the consortium budget in a proportionate manner, in order to ensure the proper implementation of the project.

4.5.5 Responsibilities concerning Entry to Central Register of Small-Scale Subsidies

Within the execution of the Project, each Party is obliged to enter into the Central Register of Small-Scale Subsidies data on subsidies granted by itself to the extent and under the conditions set out in Section 3a(4) of Act No. 215/2004 Coll., on the regulation of certain relations in the field of public aid and on amending the Act on Support for Research and Development, as amended. In particular, the Parties are obliged to record in the Central Register of Small-Scale Subsidies the data on the subsidy granted by them and its beneficiary, within the time period specified by the applicable national legislation.

The Parties shall record the data in the Central Register of Small-Scale Subsidies in a proper and timely manner, failing which the Parties shall be obliged to pay any penalties related to the incorrect entry in the Central Register of Small-Scale Subsidies. If more than one Party provides a subsidy together, or Parties otherwise cooperate in the provision of services within the framework of the Project, they may delegate one of the Parties to enter the Central Register of Small-Scale Subsidies on their behalf. Each Party is authorised by the other Parties for this purpose.

4.5.6 DTA reporting

Each Party shall actively participate in the DTA and shall record and maintain accurate and up-to-date information on its Project activities and outputs within the DTA, as required for monitoring the Project's implementation and the achievement of deliverables and milestones, in accordance with the Consortium Agreement and the Grant 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.

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

Force majeure means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

6 Governance structure

6.1 General structure

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

- The **Executive Board** is the ultimate decision-making body of the consortium.
- The **Advisory Board** is the consortium's advisory body, whose task is to evaluate and propose further evolution of the Project.
- The **Consortium Meeting** is a low-tier management body predominantly in charge of management activities leading to the fulfilment of Key Performance Indicators (KPIs), deliverables, milestones in time, whilst adhering to the budget, which shall report to and be accountable to the Executive Board.
- The **Coordinator** is 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.
- The **Work Package Leaders Group** is an assessment group of the Consortium without formal decision-making power. It shall assess the individual and overall implementation of the Project.

6.2 Members and competences of the Executive Board

The **Executive Board** shall consist of one representative of each Party (hereinafter referred to as "Member") and is the decision-making body of the consortium.

The **Executive Board** decides on the Consortium budget changes (agreed) under the Grant Agreement and EU and national legislation.

The Parties agree to abide by all decisions of the Executive Board. This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5 of this Consortium Agreement, or initiate a dispute under Section 11.8 of this Consortium Agreement.

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise by the Executive Board.

6.3 Operational procedures for the Executive Board

6.3.1 Representation in meetings

Any Member:

- is obliged to 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 shall convene ordinary meetings of the Executive Board at least once every six months and shall also convene extraordinary meetings at any time upon the written request of any Member.

6.3.2.2 *Notice of a meeting*

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 *Sending the agenda*

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 *Adding agenda items*

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

6.3.2.5

During a meeting of the Executive Board, the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6

Meetings of the Executive Board may also be held by teleconference or videoconference or other telecommunication means.

6.3.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if:

- a) the Coordinator circulates to all Members of the Executive Board a suggested decision via email with a deadline for responses of at least 10 calendar days after receipt by a Party,
- b) each Member is obliged to vote within the set deadline by response made via email, and
- c) the decision is agreed by three-fourths (3/4) of all Members.

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

A veto, according to Section 6.3.5, 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.

6.3.4 Voting rules and quorum

6.3.4.1

The Executive Board shall deliberate and decide validly in meetings if three-fourths (3/4) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Executive Board 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 fewer than the quorum of Members is present or represented.

6.3.4.2

Each Member present or represented in the meeting shall have one vote.

6.3.4.3

A Party which the Executive Board has declared, according to Section 4.2, to be a Defaulting Party may not vote.

6.3.4.4

Decisions shall be taken by a majority of three-fourths (3/4) of the votes cast.

6.3.4.5

The Executive Board shall make decisions respecting the following principles when reallocating the budget:

1. The suggestion for reallocation shall be submitted to the Executive Board by the Coordinator, based on the suggestion of the Work Package Leader Group, in accordance with Section 6.5.2.
2. The Party identified by the Work Package Leader Group as underperforming has the right to defend its case before the Executive Board.
3. If the Executive Board reaches a decision that reallocation of the budget is necessary for the proper implementation of the project, it shall:
 - a. Prioritize reallocating the budget within the same work package (WP) wherever possible.
 - b. Reallocate the budget proportionally in alignment with the reallocation of Key Performance Indicators (KPIs).
 - c. Ensure the reallocation is directed to partners based on their actual or forecasted demand for services to be provided as part of the project.

6.3.5 Veto rights

6.3.5.1

A Party that can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Executive Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.5.2

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

6.3.5.3

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.

6.3.5.4

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

6.3.5.5

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

6.3.5.6

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. Additionally, a Party that the Executive Board has voted to be underperforming shall have no right to veto the decision of the Executive Board to reallocate funds in accordance with the proper implementation of the Project.

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

The chairperson shall be responsible for taking minutes of each meeting, which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 14 calendar days of the meeting.

6.3.6.2

The minutes shall be considered as accepted if, within 14 calendar days from receipt, no Party has sent an objection to the chairperson to the accuracy of the draft minutes by written notice.

If any Party sends an objection within the 14 calendar day period, the following process shall apply:

- a) The chairperson shall forward the objection to all Members within 3 working days of its receipt, along with the relevant part(s) of the draft minutes and an invitation to provide comments or suggestions within 5 working days.
- b) Based on the received feedback, the chairperson shall prepare a revised version of the minutes. This revised version shall either incorporate the suggested changes or provide justification if the objection is not accepted.
- c) The revised draft shall be circulated to all Members, and a new 14 calendar day review period shall begin. If no further objections are raised during this period, the minutes shall be considered accepted.
- d) This process may be repeated as necessary until the minutes are accepted.

6.3.6.3

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

6.3.7 Decisions of the Executive Board

The Executive Board shall be free to act on its initiative to formulate proposals and take decisions under the procedures set out herein.

The following decisions under Sections 6.3.7.1 to 6.3.7.4 shall be taken by the Executive Board:

6.3.7.1 *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, such as changes resulting from the suggested reallocation of tasks and budget;
- the percentage of work package completion per work package, as well as per Party, to be reported to the Granting Authority based on the assessment by the Work Package Leaders Group regarding the individual performance of single Parties in case of non-completion of work packages;
- changes to the Consortium Plan;
- modifications or withdrawal of Background in Attachment 1 (Background Included);
- corrective financial measures, including the internal reallocation of consortium budget in response to a Party's breach, default or severe under-performance, to safeguard the proper implementation of the Project, in accordance with this Consortium Agreement and the Grant Agreement.

6.3.7.2 *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;

6.3.7.3 *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 (e.g. Section 7.1.4).

6.3.7.4 *Appointments*

Based on the Grant Agreement, the appointment, if necessary, of:

- External Expert Advisory Board Members.

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

6.4 **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 certification) and specific requested documents to the Granting Authority;
- preparing the meetings, proposing decisions and preparing the agenda of Executive Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- transmitting promptly documents and information connected with the Project to any other Party 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/are 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 Executive 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 (amendment).

6.4.5

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

6.5 Work Package Leaders Group

6.5.1 Members of the Work Package Leaders Group

The Work Package Leaders Group shall consist of the Coordinator and the Work Package Leaders. It shall be the role of the Coordinator to present the recommendations of the Work Package Leaders Group to the Executive Board.

6.5.2 Responsibilities

The Work Package Leaders Group shall be responsible for:

- keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);
- reviewing suggestions of the Work Package Leaders for the reallocation of tasks and budget in work packages;
- making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the Executive Board, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;
- assessing reports presented by each Work Package Leader, which have been compiled by the Work Package Leader based on the Internal Progress Reports;
- assessing the status or completion of each work package and preparing the periodic reporting for the work packages together with the Coordinator;
- proposing payment instalments to the Coordinator according to the outcomes of these assessments (see Section 7.2.2);
- supporting the Coordinator in preparing meetings with the Granting Authority and in preparing related information and deliverables;
- supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party's participation;
- suggesting performance indicators for the determination of proper completion of work packages to the Executive Board;
- within the framework of the WP Leaders Meeting, the status of the Project shall be reviewed and assessed. If the projected outlook is not met, a proposal for a potential reallocation of the budget and/or adjustment of the Key Performance Indicators (KPIs) shall be prepared. Such a proposal shall subsequently be submitted to the Executive Board by the Coordinator for discussion and approval.

6.6 Advisory Board and Consortium Meeting

6.6.1 Advisory Board

The Advisory Board will be appointed and steered by the Executive Board. The Advisory Board shall assist and facilitate the decisions made by the Executive Board.

The Coordinator shall chair all meetings of the Advisory Board.

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

6.6.2 Minutes of meetings

The Coordinator shall write the minutes of the Advisory Board meetings and submit them to the Executive Board. The Advisory Board members shall be allowed to participate in Executive Board meetings upon invitation, but do not have any voting rights.

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

6.6.3 Consortium Meeting

6.6.3.1 Members and Minutes of meetings

The Consortium Meeting shall consist of the EDIH programme manager and project management level representatives of the Parties appointed by each consortium partner. The EDIH programme manager shall chair all meetings of the Consortium Meeting.

Minutes of Consortium Meeting, once accepted, shall be sent by the EDIH programme manager to Executive Board Members for information.

6.6.3.2 Tasks

The Consortium Meeting shall assist the Coordinator in the proper execution and implementation of the decisions of the Executive Board.

In particular, the Consortium Meeting shall be responsible for:

- fulfilment of the Project workplan as set in the Consortium Plan;
- planning and execution of the Project to the committed scope, budget and timeline as set in the Consortium Plan;
- service preparation platform for the Executive Board;
- reviewing risks and issues.

7 Financial provisions

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;
- the approval of reports by the Granting Authority; and
- the provisions of payment in Section 7.2.

A Party shall be funded only for its tasks carried out under the Consortium Plan.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) to the Project

towards the Granting 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 Granting 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 fewer units than foreseen in the Consortium Plan, will be funded under its units/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 Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment, the Party 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 Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget until recovery from the breaching Party is possible. The Executive Board decides on any legal actions to be taken against the breaching Party according to Section 6.3.7.

7.1.5 Actual Cost Grant Revenue

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

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

A Party leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority.

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

7.1.7 Changes to Consortium plan

Changes to the Consortium plan that do not require an amendment of the Grant Agreement are approved by the Executive Board. These changes must be made within the Consortium plan, meaning that the total budget of the consortium must remain the same.

Each Party wishing to make a change must bring this to the attention during the Work Package Leaders Group Meeting. The Coordinator is responsible for processing such changes and for submitting a proposal to the Executive Board for approval under Section 6.3.7 of this Consortium Agreement.

7.2 Payments

7.2.1 Payments to Parties are the exclusive task 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 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 assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

7.2.2 Payment mode [Actual Cost Grant]

The transfer of the initial prefinancing, the additional prefinancing (if any) and interim payments to Parties will be handled under Article 22.1. and Articles 6 and 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 Parties 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 Party concerned.
- The Coordinator is entitled to withhold any payments due to a Party identified by the Executive 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 Party, except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party 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 costs 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".

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 Executive 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 of this Consortium Agreement apply to all dissemination activities described in this Section 8.4 of this Consortium Agreement 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.

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 concerning 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. If no agreement is reached within this period, the matter shall be referred to the Coordinator, in case the Coordinator is one of the Parties of the dispute, then the matter shall be referred to the Executive Board .

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 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.

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.

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 Executive 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 under 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 them 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.

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".

Such Access Rights must be requested by the entity under the same control as 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. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon a written bilateral agreement.

Entities under the same control that 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 Executive 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 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 under 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 also apply 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" or "sensitive" 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 Recipient 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)

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 as 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 Sections 6.3.7 of this Consortium Agreement 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 that shall govern all documents, notices, meetings, arbitral proceedings, and processes relative to that. For all the mentioned documents and activities Czech language can be used too. Hereby, English and Czech are established as the official languages of the Consortium.

11.7 Applicable law

This Consortium Agreement shall be construed under and governed by the laws of Czech Republic, excluding its conflict of law provisions.

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 settled by the courts of Brno, Czech Republic.

Rest of the page left intentionally blank. Signature page follows.

The Parties hereby expressly declare that they have read this Consortium Agreement before signing it, that it has been concluded after their mutual negotiation and that it expresses their true and free will, in witness whereof they attach their signatures below.

JIC, zájmové sdružení právnických osob

Intemac Solutions, s.r.o.

Date:



Date:



Name: Mgr. Petr Chládek

Name: Mgr. et Mgr. JINDŘICH WEISS

Position: jednatel

Position: jednatel

Vysoké učení technické v Brně

Effectivity s.r.o.

Date:



Date:



Name: doc. Ing. Ladislav Janíček Ph.D., MBA, LL.M.

Name: Ing. Gabriela Kopřivová

Position: rector

Position: jednatelka

Univerzita Tomáše Bati ve Zlíně

Date:



Name: prof. Mgr. Milan Adámek, Ph.D.

Position: rector

Attachment 1: Background included

As to **Vysoké učení technické v Brně**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Vysoké učení technické v Brně**, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

As to Univerzita Tomáše Bati ve Zlíně, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Univerzita Tomáše Bati ve Zlíně, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

Attachment 2: Accession document

ACCESSION

of a new Party to

Project 101256752 – “EDIH-DIGIMAT” 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].

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]

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