



Consortium Agreement

BRAVIOO

Project Number: 101129180

19/01/2024

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

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: the Union Programme for education and training, youth and sport, laying down its rules for participation and dissemination (hereinafter referred to as "Erasmus+ Regulation"), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on 01/02/2024, hereinafter referred to as the Effective Date

BETWEEN:

UNIVERSIDAD CARLOS III DE MADRID (UC3M), PIC 999899572, established in CALLE MADRID 126, GETAFE (MADRID) 28903, Spain, the Coordinator

2. **UNIVERSIDADE DA BEIRA INTERIOR (UBI)**, PIC 996437254, established in CONVENTO DE SANTO ANTONIO, COVILHA 6201 001, Portugal,
3. **OPENODS S.L. (OpenODS)**, PIC 890665641, established in CALLE GABRIELA SANCHEZ ARANDA , 5, SEVILLA 41010, Spain,
4. **UNIVERSIDAD NACIONAL DE CORDOBA (UNC)**, PIC 999890842, established in Haya de la Torre s/n Ciudad Universitaria, CORDOBA 5000, Argentina,
5. **UNIVERSIDAD NACIONAL DEL NORDESTE (UNNE)**, PIC 881192621, established in 25 DE MAYO 868 CORRIENTES, BUENOS AIRES 3400, Argentina,
6. **UNIVERSIDAD TECNOLOGICA PRIVADA DE SANTA CRUZ SOCIEDAD ANONIMA UTEPSA (UTEPSA)**, PIC 880500720, established in ZONA NOROESTE, AVENIDA AV. NOELKEMPF MERCADO 3ER. ANILLO INTERNO NRO 715, EDIFICIO UTEPSA, Santa Cruz de la Sierra, Bolivia,
7. **UNIVERSIDAD PRIVADA DEL VALLE SA (UNIVALLE)**, PIC 953871714, established in TIQUIPAYA CAMPUS, COCHABAMBA, Bolivia,
8. **UNIVERSIDAD ADOLFO IBANEZ (UAI)**, PIC 909031427, established in AVDA DIAGONAL LAS TORRES 2640 PENALOLEN, SANTIAGO, Chile,
9. **UNIVERSIDAD DE LA FRONTERA (UFRO)**, PIC 999646305, established in AVDA FRANCISCO SALAZAR 01145, TEMUCO, Chile,
10. **UNIVERSIDAD NACIONAL AUTONOMA DE HONDURAS (UNAH)**, PIC 952808206, established in BD SUYAPA CIUDAD UNIVERSITARIA FRANCISCO MORAZAN, TEGUCIGALPA 11101, Honduras,
11. **UNIVERSIDAD PEDAGOGICA NACIONAL FRANCISCO MORAZAN (UPNFM)**, PIC 994874002, established in RESIDENCIAL EL DORADO PRINCIPAL, TEGUCIGALPA 2232, Honduras,

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

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relating to the Action entitled

Building Reinforced and Advanced Capacities in Human Rights between Latin American and European HEIs increasing the Visibility and Institutionalization of Ombuspersons Offices.

Grant Agreement number: 101129180

in short

BRAVIO

hereinafter referred to as "Project"

WHEREAS:

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

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Granting Authority (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Background"

means any information and materials which is generated outside the scope of the Project and/or this Agreement and which will be needed to execute the Project. Such material may include without limitation inventions, computer software, intellectual property rights, information, ideas, methods, solutions, equipment, devices and material for which a Party has the right to grant access to regardless of their form or expression or whether they are or could be protected by intellectual property rights. Background will not be considered, even partially, as the Results of the Project.

"Consortium Body"

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

"Consortium Plan"

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Consortium Plan means the Description of the Action (Annex 1 of the Grant Agreement) and estimated budget (Annex 2 of the Grant Agreement) as defined and reallocated according to the amendments to the Grant Agreement.

"Granting Authority"

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

"Defaulting Party"

Defaulting Party means a Party which the Plenario de Socios 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.

"Internal Progress Report"

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

"Lump Sum Contribution"

Lump Sum Contribution means the amount allocated to each Party per work package as stated in Annex 2 of the Grant Agreement.

"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.

"Results"

means all the new information and material, which a Party or a third party working for such Party has generated in the Project. Results will include without limitation reports, inventions, computer software as well as all intellectual property rights related to the Results regardless of their form or expression or whether they are or could be protected by intellectual property rights.

"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.

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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.

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

3.2 Duration and termination

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

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

If

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

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

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Plenario de Socios and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

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4 Responsibilities of Parties

4.1 General principles

Parties are jointly responsible for carrying out the activities attributed to them and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement, Attachment 1, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles.

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

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by 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 "Plenario de Socios" (PS) 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 Plenario de Socios, 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 "Plenario de Socios" may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

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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 issue Internal Progress Reports on the progress of the implementation of the work packages. An Internal Progress Report shall be issued to the Work Package Leader upon request 14 days ahead of the relevant meeting of the Work Package Leaders Group. The Internal Progress Report provided should allow for an assessment of the status or completion of each work package in order to enable monitoring, e.g. through certain performance indicators as defined in Annex 1 of the Grant Agreement, if any.

4.5.2 Termination reports

A leaving Party shall issue a termination report to the Work Package Leaders Group in accordance with 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.

4.5.3 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.

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

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- 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 willful act or to the extent that such limitation is not permitted by law.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the Plenario de Socios 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 Plenario de Socios.

6 Governance structure

6.1 General structure

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

The "Plenario de Socios" (PS) is the decision-making body of the consortium.

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 of the Plenario de Socios

The Plenario de Socios shall consist of one representative of each Party (hereinafter referred to as "Member"), a "Student Representative" from each University and the project manager from UC3M.

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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 Plenario de Socios, unless decided otherwise by the Plenario de Socios.

The Parties agree to abide by all decisions of the Plenario de Socios.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3 Operational procedures for the Plenario de Socios:

6.3.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the Plenario de Socios at least once every two months and shall also convene extraordinary meetings at any time upon request of the coordinator or written request of 1/3 of its Members.

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 Plenario de Socios the Members present or represented can unanimously agree to add a new item to the original agenda.



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6.3.5 Veto rights

6.3.5.1

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Plenario de Socios 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.

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 project manager shall take minutes of each meeting which shall be the formal record of all decisions taken. He/she will write and read the draft minutes at the end of the meeting.

6.3.6.2

The minutes shall be considered as accepted if all members approved it at the end of the meeting.

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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 Plenario de Socios

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

The following decisions shall be taken by the Plenario de Socios:

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
- the percentage of work package completion 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 beneficiaries in case of non-completion of work packages
- Changes to the Consortium Plan
- Changes of the frequency of the ordinary meetings of the Plenario de Socios

Evolution of the consortium

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

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 7.1.4)

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

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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 Plenario de Socios meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- preparing the meetings and preparing the agenda of Work Package Leaders Group meetings, chairing the meetings and preparing the minutes of the 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.
- collecting information for the termination report in case of termination of a Party's participation

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

6.4.3

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

6.4.4

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

6.4.5

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

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6.5 Work Package Leaders Group (Comité Técnico)

6.5.1. Members of the Work Package Leaders Group

The Work Package Leaders Group shall consist of the Coordinator and Work Package Leaders. A Work Package Leader is the 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.

6.5.2. Meetings

The Coordinator shall chair all meetings of the Work Package Leaders Group, unless decided otherwise by a majority of the Work Package Leaders Group.

The chairperson shall convene ordinary meetings of the Work Package Leaders Group at least once every two months and shall also convene extraordinary meetings at any time if needed for Project implementation.

Meetings of the Work Package Leaders Group are usually held by tele- or videoconference or other telecommunication means.

The project manager shall take minutes of each meeting. He/she will write and read the draft minutes at the end of the meeting.

The minutes shall be considered as accepted if all members approved it at the end of the meeting.

The chairperson shall send the accepted minutes to all Parties, and, if applicable, to the Coordinator, or if not to the Plenario de Socios who shall retain copies of them.

6.5.3. Responsibilities

The Work Package Leaders Group shall be responsible for:

- Keeping track of the effective and efficient implementation of the Project, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);
- Continuously checking that the progress of work packages corresponds to the Consortium Plan, and assessing the status of completion;
- Evaluating 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 Plenario de Socios, 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;

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- Proposing payment instalments 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 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 Plenario de Socios.
- Changes of the frequency of the ordinary meetings of the Work Package Leaders Group.

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 in accordance with the Consortium Plan.

7.1.2 Justifying Lump Sum Contributions

Each Party contributes with complete, reliable and true information to the reporting regarding the completion of work packages and proper implementation. Moreover, adequate records and supporting documents must be provided by the Parties upon request of the Granting Authority.

7.1.3 Funding Principles

Each Party is entitled to its Lump Sum Contribution as approved by the Granting Authority after completion of the respective work package. For work packages not completed at the date of termination of a Party or at the end of the Project, the Coordinator distributes to each Party only the share of Lump Sum Contribution as approved by the Granting Authority at final payment.

The Lump sum financing model implies the principle of co-financing: costs of the project are not fully covered by the funding from the Funding Authority, also own contributions from the Coordinator and Partners are needed.

7.1.4 Excess payments

A Party has received excess payment

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- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if the Work Package Leaders Group assessed that the performance of a Party regarding the completion of one or several work packages is significantly lower than foreseen in Annex 1 of the Grant Agreement and that the Party received more funding than approved by the Granting Authority.

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 Lump Sum Contributions of the Project as identified Annex 2 of the Grant Agreement, until recovery from the breaching Party is possible. The Plenario de Socios decides on any legal actions to be taken against the breaching Party according to Section 6.3.7.

7.1.5 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 Lump Sum Contributions accepted by the Granting Authority or another contributor at termination. After termination this Party is entitled to receive its Lump Sum Contribution as foreseen in Annex 2 of the Grant Agreement and approved by the Granting Authority at interim or final payment. The Coordinator will inform this Party accordingly upon payment of the final amount by the Granting Authority and distribute the amount due to the terminated Party.

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 in order to perform the leaving Party's tasks as well as for additional efforts necessary to complete the respective work packages. The Plenario de Socios should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

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 own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

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7.2.2 Payment mode

Article 22.1. and Article 7 of the Grant Agreement allow for the transfer of the pre-financing according to instalments. The initial payment will be set in the instalment table (see below) at a fixed percentage and paid accordingly. Further pre-financing instalments will be paid by the Coordinator upon positive performance assessment of internal progress reports by the Work Package Leaders Group.

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 in separate instalments as agreed below:

25 % of pre-financing	initial pre-financing on receipt of prefinancing by coordinator	without undue delay after receipt of prefinancing by Coordinator, and once the partner has signed the CA and sent the Financial Identification Form
25 % of pre-financing	further pre-financing	14 months after the starting date of the project and once the partner has sent the internal financial report of the first 12 months of the project and the accounting documents requested. This amount can be reduced in case the partner has underspent and after approval of the Plenario de Socios.
20 % of pre-financing	further pre-financing	26 months after the starting date of the project and once the partner has sent the internal financial report of the 24 months of the project and accounting documents requested. This amount can be reduced in case the partner has underspent and after approval of the Plenario de Socios.
EU approved funding-sum of prefinancing	Final and balance payment	The balance of the Partner's share of the grant will be paid once the Partner's contractual agreements have been fully met, all the necessary supporting documentation has been received and the Granting Authority has approved the final report, deliverables and accepted the reported costs.

Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by the Plenario de Socios 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 its Lump Sum Contributions already 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.

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8 Results, Background, Access Rights, Dissemination

8.1 Results

1. The ownership of the Results, shall be vested in the Party, who has created, invented or generated the Results. Therefore, the Results belong to the Party who has or to whom a third party working for such Party has generated the Results in the Project.
2. If two or more Parties have jointly generated the Results in the work within the scope of this Agreement, and their contributions form an indivisible part of the Results, the Results shall be jointly owned by the Parties in proportion to their contribution to them. The terms and conditions of joint ownership will be agreed upon separately between the joint owners, before taking any kind of exploitation activity. 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).

8.2 Background

This Agreement shall not have any effect on the ownership of the Background. The Background belongs to the providing Party.

8.3 Access Rights

1. The Parties shall grant to each other a free-of-charge, non-exclusive access rights to such Background and Results as are necessary for other Parties to carry out their duties in the Project without separate compensation. Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise. The access rights are only granted for the duration of the Project and for the performance of the work in the Project. The Party granting the access rights may require that a separate agreement be made on the access rights prior to granting it.
2. Notwithstanding anything to the contrary, the Parties shall have a right to utilize the disseminated and published Project Results to the same extent as the general public has.

8.4 Publication

The Parties acknowledge their common interest in publishing the Results and disseminating the Results in general and in accordance with the Grant Agreement. The Partner which has created the Project Results shall have the primary right to publish that Result. A Party shall not publish or 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. The jointly-owned Results shall be published together by the owning Parties, unless the owning Parties have agreed otherwise in writing.

8.5 Specific Provisions for Access Rights to Software

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

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

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9 Non-disclosure of information

9.1

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".

9.2

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

9.3

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.

9.4

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;

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- 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.

9.5

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

9.6

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.

9.7

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.

10 Miscellaneous

10.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Accession document)

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.

10.2 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

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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.

10.3 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.

10.4 Assignment and amendments

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 6.3.7 require a separate written agreement to be signed between all Parties.

10.5 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.

10.6 Language

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

10.7 Applicable law

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

10.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

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 Spain.

11 Signatures

AS WITNESS:

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

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UNIVERSIDAD CARLOS III DE MADRID (UC3M)

Signature

Name: Prof. Carolina Marugán Cruz

Title: Vice- Rector for Internationalization

Date

ID DOCUMENTO: JgLvMO1w9H
Verificación código: <https://sede.uc3m.es/verificacion>



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UNIVERSIDADE DA BEIRA INTERIOR (UBI)

Signature:

[Assinatura
Qualificada] Mário
Lino Barata Raposo

Assinado de forma digital por
[Assinatura Qualificada] Mário Lino
Barata Raposo
Fecha: 2024.04.10 16:25:39 +01'00'

Name: Mário Lino Barata Raposo

Title: Full Professor, Rector

Date: 10/04/2024

ID DOCUMENTO: JgLVa01w7H
Verificación código: <https://sede.uc3m.es/verificacion>



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OPENODS S.L. (OpenODS)

Signature(s)



Name(s) *Paul Moreno Gutiérrez*

Title(s) *CEO*

Date *20/03/2024*

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UNIVERSIDAD NACIONAL DE CORDOBA (UNC)

Signature(s)



Name(s)

Mgter. Jhon D. Boretto

Title(s)

Rector de la Universidad Nacional de Córdoba

Date

Córdoba, Argentina, 9 de Abril de 2024

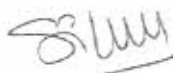


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UNIVERSIDAD NACIONAL DEL NORDESTE (UNNE)

Signature(s)



Name(s) Silene Nagali Ayula

Title(s) LEAR UNNE

Date 12/05/2024

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UNIVERSIDAD TECNOLÓGICA PRIVADA DE SANTA CRUZ SOCIEDAD ANONIMA

UTEPSA (UTEPSA)

Signature(s)

Msc. Ruben Dario Dabdoub Azogue
Rector
UTEPSA



Name(s) Ruben Dario Dabdoub Azogue

Title(s) Chemical Engineer

Date 06/03/2024

ID DOCUMENTO : JgLi-vrMO1-w3JH
Verificación código: <https://sede.uc3m.es/verificacion>



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UNIVERSIDAD PRIVADA DEL VALLE SA (UNIVALLE)

Signature(s)



Name(s) Eng. M.Sc. Gonzalo Vicente Ruiz Ostria

Title(s) Rector

Date 07/03/2024



ID DOCUMENTO: JgLvM01w9H
Verificación código: <https://sede.uc3m.es/verificacion>




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UNIVERSIDAD ADOLFO IBANEZ (UAI)

Signature(s)

 Firma electrónica avanzada
HARALD BEYER
2024.03.19 19:43:38 -0500

 Firma electrónica avanzada
MARIA JOSE DE LAS HERAS VILA
2024.03.19 19:43:21 -0500

Name(s)	Harald Beyer	/	Maria José De Las Heras
Title(s)	Rector	/	General Secretary
Date			

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UNIVERSIDAD DE LA FRONTERA (UFRO)

Signature



Name: Eduardo Hebel Weiss

Title: Rector

Date:

ID DOCUMENTO: JgLvM01w9H
Verificación código: <https://sede.uc3m.es/verificacion>



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UNIVERSIDAD NACIONAL AUTÓNOMA DE HONDURAS (UNAH)

Signature(s)

Title(s) Rector

Date 01/04/2024

ID DOCUMENTO: JgLVm01w3E
Verificación código: <https://sede.uc3m.es/verificacion>



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UNIVERSIDAD PEDAGOGICA NACIONAL FRANCISCO MORAZAN (UPNFM)

Signature(s)



Name - Hermes Alduvin Díaz

Title - Rector

Date 06/03/2024

ID DOCUMENTO: JgLvMO1w9H
Verificación código: <https://sede.uc3m.es/verificacion>



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Attachment 1: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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Universidad Nacional de Córdoba
2024

**Hoja Adicional de Firmas
Informe Gráfico**

Número:

Referencia: CONSORTIUM AGREEMENT INGLES

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