

Consortium Agreement

SwitchFloc

Grant Agreement n° 101226312

Final version – 15/09/2025

(Based on DESCA – Model Consortium Agreement for Horizon Europe AP Version 1, July 2022)

Table of Contents

1	Definitions	4
2	Purpose	5
3	Entry into force, duration and termination	5
4	Responsibilities of Parties.....	6
5	Liability towards each other	8
6	Governance structure	9
7	Financial provisions.....	15
8	Results.....	18
9	Access Rights	21
10	Non-disclosure of information	24
11	Miscellaneous	25
12	Signatures	27
	Attachment 1: Background included.....	40
	Attachment 2: Accession document	43
	Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.....	44
	Attachment 4: Identified entities under the same control according to Section 9.5.....	45
	Attachment 5: NDA for External Advisory Board agreed under Section 6.....	46
	Attachment 6: Current Consortium Plan Budget.....	49

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is entered into by the Parties with effect from December 1st, 2025 (the ‘Effective Date’)

BETWEEN:

1- UNIVERSITAT POLITECNICA DE VALENCIA (UPV), established in Camino de Vera, s/n, València 46022, Spain, VAT number: ESQ4618002B (the “Coordinator”),

2- UNIVERSIDADE DO PORTO- Faculty of Sciences (U.PORTO), established in Rua do Campo Alegre s/n, 4169-007, Portugal, VAT number: PT501413197,

3- UNIVERSITETET I TROMSOE - NORGES ARKTISKE UNIVERSITET (UiT), established in Hansine Hansens Veg 14, 9019, Tromsø, Norway, VAT number: NO970422528MVA,

4- ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FÜR POLAR- UND MEERESFORSCHUNG (AWI), established in AM Handelshafen 12, 27570, Bremerhaven, Germany, VAT number: DE114707273,

5- UNIVERSITA DEGLI STUDI DI PALERMO (UNIPA), established in Piazza Marina 61, 90133, PALERMO Italy, VAT number: IT00605880822,

6- UNIVERSITA DEGLI STUDI DI PADOVA (UNIPD), established in Via 8 Febbraio 2, 35122, Padova Italy, VAT number: IT00742430283,

7- SENIOR EUROPA SOCIEDAD LIMITADA (Kveloce I+D+i), established in Avda. Conde de Torrefiel, 10, 1 – 4, 46870, Ontinyent Spain, VAT number: ESB97808984,

8- VRM SRL (VRM SRL), established in Via Sommacampagna 63/D, 37137, Verona VR Italy, VAT number: IT02779360243,

9- LISAQUA (LISAQUA), established in 21 rue Marcel Schwob 44100, Nantes France, VAT number: FR77837534429.

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary”

10-UNIVERSIDADE FEDERAL DO RIO GRANDE-FURG (FURG), established in Avenida Italia km 8 Campus Carreiros 96201 900, Rio Grande, Brazil,

11-NEW FOOD DEVELOPMENT S.L. (NEW FOOD), established in Camino Vistabella 222, 50011, Zaragoza Spain,

12-Damm Aquakultur GmbH & Co. KG (Damm Aquakultur), established in Hardtweg 2, 34305, Niedenstein, Germany.

hereinafter, jointly or individually, referred to as “Associated Partners” or “Associated Partner”,

hereinafter Beneficiaries and Associated Partners, jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

Boosting sustainability of European aquaculture through Biofloc Technology

in short

SwitchFloc

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the 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 Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Consortium”

The word “Consortium” shall have the same meaning as defined in the Grant Agreement but shall also be construed as including the Associated Partners as a members of the Consortium in the application of the provisions of this Consortium Agreement only. The Associated Partners are not entitled to any payment from the Granting Authority as they are not signatories of the Grant Agreement. The Associated Partners participate to the Project with their own resources and the resources reimbursed by some Beneficiaries in accordance with this Consortium Agreement (Section 7).

“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 and which may be updated by the Supervisory Board.

“Defaulting Party”

Defaulting Party means a Party which the Supervisory Board has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.

“Granting Authority”

means the body awarding the grant for the Project.

“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.

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

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

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

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 Supervisory 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 Belgian law.

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

4.2 Specific responsibilities for Associated Partners

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

The Associated Partners hereby commits to implement the Project tasks attributed to them in Annex 1 of the Grant Agreement.

In addition, the Associated Partners hereby commits especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partners supports the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit to contribute to the technical and continuous reporting during and after the implementation of the Project.

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

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

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

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

4.3 Breach

In the event that the Supervisory 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 Supervisory 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 Supervisory 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.

4.4 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.

4.5 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.

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 Beneficiary's general aggregate liability towards the other Beneficiaries collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Each Party will notify the Supervisory 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 Supervisory Board.

6 Governance structure

6.1 General structure

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

The **Supervisory Board** (SB) 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.

6.2 Members of the Supervisory Board

The SB shall consist of one representative of each Party (hereinafter referred to as "Member").

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 SB, unless decided otherwise by the SB.

The Parties agree to abide by all decisions of the SB.

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.

The Associated Partners are excluded from voting on and vetoing the following decisions of the SB (6.3.7) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries

- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.3.2.5).

6.3 Operational procedures for the Supervisory Board:

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 SB at least once every six months and shall also convene extraordinary meetings at any time upon 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 SB the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6

Meetings of the SB may also be held by tele- 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 SB a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

The Coordinator shall inform all the 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 SB shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

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

6.3.4.2

Each Member present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the SB according to Section 6.2.

A Party which the SB has declared according to Section 4.3 to be a Defaulting Party may not vote.

6.3.4.3

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

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

6.3.6.2

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

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 Supervisory Board

The SB, 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 SB:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan Budget (Attachment 6)
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

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

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 4.2, Section 7.1.4)

Appointments

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

- External Advisory Board Members

In the case of abolished tasks as a result of a decision of the SB, 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 SB 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
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

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 SB may propose to the Granting Authority to change the Coordinator.

6.4.4

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

6.4.5

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

6.5 External Advisory Board (EAB)

An External Advisory Board (EAB) will be appointed and steered by the SB. The EAB shall assist and facilitate the decisions made by the SB.

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

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the EAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The list of EAB members shall be previously agreed by the Parties and no other person shall sign the NDA unless previously agreed unanimously by the SB. The NDA for the EAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

The Coordinator shall write the minutes of the EAB meetings and submit them to the SB. The EAB members shall be allowed to participate in SB meetings upon invitation but have not any voting rights.

7 Financial provisions

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

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan and its updates.
- the approval of reports by the Granting Authority,
- the provision of allocated Institutional contributions in Sections 7.1.6 and 7.1.7 and
- the provisions of payment in Section 7.2.

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

An Associated Partner shall have no entitlement to any portion of the financial contribution provided by the Granting Authority unless separately agreed in writing (Partnership/Secondment Agreement) with the Beneficiary concerned for the Associated Partner's tasks carried out in accordance with the Consortium Plan

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Beneficiary shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Beneficiaries shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

If required, and in accordance with its own usual accounting and management principles and practices, an Associated Partner shall be responsible for justifying its participation in the Project towards the Beneficiary concerned.

7.1.3 Funding Principles

A Beneficiary that implements less units than foreseen in the Consortium Plan will be funded in accordance with its units duly justified eligible costs only.

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

On the basis of a decision by the SB, the EU contribution might re-distributed among Beneficiaries.

7.1.4 Excess payments

A Beneficiary has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared and accepted by the Granting Authority or
- b) if a Beneficiary 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 and its updates.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator, who will notify the overpaid Party with a debit note, and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement and may be declared a Defaulting Party by the SB because this breach is considered to be substantial (according to Section 4.2.).

In case of a breach the SB decides on legal action against the Party. The Coordinator engages to take the necessary and reasonable steps to recover the amount due from the breaching Party.

It is expressly agreed and understood that in no case the Coordinator has the obligation to advance from its own resources any payment to Parties, especially the amounts to be returned to the Coordinator by another Party due to excess payments in conformity with both the GA and this CA.

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

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

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor and taking into account the reallocation of Institutional contributions agreed in Section 7.1.6 and 7.1.7 of this Consortium Agreement.

In addition, a Beneficiary declared to be 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 Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The SB should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.1.6 Reallocation of Management & Indirect contributions

The Coordinator retains from the Pre-financing 48,95% of the category Management and Indirect contribution (232.620,00 €). The Coordinator will use this amount as follows:

- a) 198.720,00 € to cover the salary of a Project Manager.
- b) 9.000,00 € to cover travel costs of the EAB members and Associated Partners.
- c) 8.000,00 € to cover the web page, IT services, corporate image and dissemination activities.
- d) 16.900,00 € to cover any unforeseen budget deviations (Contingency fund).

In Attachment 6 (Current Consortium Plan Budget) is detailed the Management & Indirect contributions distribution.

In exceptional and documented circumstances, if the total amount retained from Management and Indirect contributions is lower than the total Consortium coordination expenses, the Coordinator could ask the SB for further redistribution in order to cover the extra Consortium coordination expenses. If the Contingency fund (16.900 €) retained for covering any unforeseen budget deviations is unused in whole or in part, the remaining amount will be re-distributed back to the Parties in the final payment, according to the its share in the Consortium Plan Budget.

7.1.7 Reallocation of Research, Training and Networking contributions

The Coordinator retains from the Pre-financing the 8,28% of the category Research, Training and Networking contributions (52.470 €) and will administer this amount in the name and on behalf of the respective Beneficiaries.

The Consortium agree to allocate such amount as follow:

- 40.000 € for hosting the fourth on-site training days (OTD) and final conference:
 - 8.500 € for OTD 1: UPV.
 - 8.500 € for OTD 2: U.PORTO
 - 8.500 € for OTD 3: AWI
 - 8.500 € for ODT 4: UPV
 - 6.000 € for Final Conference: UPV
- 1.500 € for virtual Kick-off meeting and four virtual workshops: UPV
- 1.000 € fourth virtual keynote lectures: UPV
- 9.970 € for hosting two Consortium Meeting: UPV, pending to be agreed by SB

In Attachment 6 (Current Consortium Plan Budget) it is detailed the Research, Training & Networking contribution distribution.

Each Beneficiary organizing a networking or training event will cover the cost related to its implementation. After completion of each networking or training event, the Beneficiary hosting the event shall report to the SB a documented summary of the actual expenses incurred.

In exceptional and documented circumstances, if the budget allocated to a Beneficiary for hosting a networking or training event is lower than the actual expenses incurred and it is duly justified, the Beneficiary hosting the event could ask the SB for further redistribution in order to cover its extra RTN expenses.

If the total amount retained for hosting events is not used, the SB shall decide about the unused part, that could be used to cover other Consortium expenses or be re-distributed back to the Beneficiaries according to its RTN Consortium contribution.

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references

- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

7.2.2

The transfer of the initial pre-financing, interim payment/s and final payment to Beneficiaries will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule:

Costs accepted by the Granting Authority will be paid by the Coordinator to the Beneficiary concerned after receipt of payments from the Granting Authority and/or from the Party who has to return to the Coordinator any undue amount previously paid without undue delay and in conformity with the provisions of the Grant Agreement and this Consortium Agreement.

The following payments will be made to the Beneficiaries by the Coordinator according to the *Current Consortium Budget* indicated in Attachment 6 (A6.5), adjusted according to Sections 7.1.6 and 7.1.7:

- One pre-financing as is indicated in Attachment 6 (A6.6 Pre-financing distribution)
- One interim payment, up to the amount of the accepted units implemented by each Beneficiary after the reporting period or the 85% of the Beneficiary's allocated funding indicated in the *Current Consortium Budget* in Attachment 6, whichever the lowest.
- One final payment, if the balance is positive, reimbursing the remaining part of the units implemented by the Beneficiary taking into account the reallocated institutional costs. If the total amount of earlier payments is greater than the final grant amount to be paid, the final payment takes the form of a recovery (Article 44 of the GA).

Any payment to Parties is subject to the availability of funds by the Coordinator, after receipt from the Granting Authority and/or from the Party who has to return to the Coordinator any undue amount or excess payment previously received.

The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the SB 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 Beneficiary declared as 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 Beneficiary when this is suggested by or agreed with the Granting Authority.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Two or more Parties own Results jointly if:

- (a) they have jointly generated them and
- (b) it is not possible to:
 - (i) establish the respective contribution of each Party, or
 - (ii) separate them for the purpose of applying for, obtaining or maintaining their protection.

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 in writing on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under Grant Agreement and this Consortium Agreement.

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 SB.

8.3.4

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

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

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

8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.4.5 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

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 SB is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights shall be made also in writing and 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 upon signature of a written agreement between the Parties concerned.

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", if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the [Beneficiary / Party] requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to 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 SB to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

- 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 Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

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 or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)

- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5) (NDA for External Advisory Board agreed under Section 6)
- Attachment 6 (Consortium Plan Budget and Coordination costs)

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 4.3, 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 6.3.7 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be tried to be settle amicably by the Parties.

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 Brussels

12 Signatures

AS WITNESS:

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

Done in 12 originals in English.

UNIVERSITAT POLITECNICA DE VALENCIA - UPV

Signature:



Name: María Belén Picó Sirvent

Title: Vice-rector for research

By Delegation of the Governing Council dated 27/04/2023 (Resolution published on the Official Journal of the Community of Valencia dated 05/05/2023)

Date: **19 SEP. 2025**

UNIVERSIDADE DO PORTO (U.PORTO)- Faculty of Sciences

Signature:

Ana Cristina Freire



Name: Ana Cristina Moreira Freire

Title: Dean of the Faculty of Sciences of the University of Porto

Date: 17/10/2025

UNIVERSITETET I TROMSØE - NORGES ARKTISKE UNIVERSITET (UiT)

Signature:

A handwritten signature in blue ink, appearing to read 'Christian Hansen', written over the printed text 'UNIVERSITETET I TROMSØE - NORGES ARKTISKE UNIVERSITET (UiT)'. The signature is fluid and cursive.

Name: CHRISTIAN HANSEN
Title: DEP. FACULTY DIR.

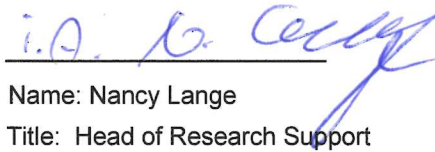
Date: 22.09.25

**ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FÜR POLAR- UND
MEERESFORSCHUNG (AWI)**

Signature:




Name: Dr. Karsten Wurr
Title: Administrative Director
Date: 24.09.2025



Name: Nancy Lange
Title: Head of Research Support
Date: 24.09.2025

UNIVERSITA DEGLI STUDI DI PALERMO (UNIPA)

Signature:



Name: Prof. Massimo Midiri

Title: Rector

Date:



UNIVERSITA DEGLI STUDI DI PADOVA (UNIPD)

Signature:



Name: Gianni Barcaccia
Title: Department Director
Date: 16/09/2025

SENIOR EUROPA SOCIEDAD LIMITADA (Kveloce I+D+i)

Signature:

A handwritten signature in blue ink, appearing to be 'M. T. Ferrando Garcia', written over a horizontal line.

Name: Maria Teresa Ferrando Garcia

Title: CEO - Representante legal Senior Europa S.L.

Date: 2/10/2025

VRM SRL (VRM SRL)

Signature:

VRM S.r.l.

Via Sommacampagna n. 63/d

37137 VERONA

C.F. e P.IVA: 02779360243

Name: UGO BISSIN
Title: CEO
Date: 18/09/25

A handwritten signature in blue ink, appearing to read 'Ugo Bissin', with a long horizontal stroke extending to the right.

LISAQUA (LISAQUA)

Signature:

A handwritten signature in blue ink, appearing to read 'G. BONEU'.

Name:

N. Gabriel BONEU

Title:

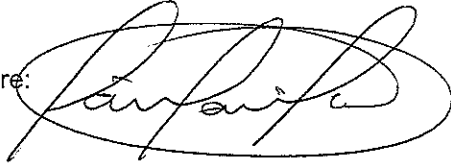
President

Date:

16 October 2025

UNIVERSIDADE FEDERAL DO RIO GRANDE-FURG (FURG)

Signature:

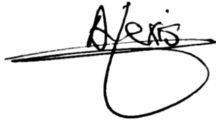


Name: *Ednei Gilberto Primel*
Title: *Reitor em Exercício*
Date: *24/10/2025*



NEW FOOD DEVELOPMENT S.L. (NEW FOOD)

Signature:



Name: Alexis Villaverde Juste
Title: General Manager
Date: 15/09/2025

29136402W
ALEXIS
VILLAVERDE
(R: B99494742)

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por 29136402W
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(R: B99494742)
Fecha: 2025.10.25
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Damm Aquakultur GmbH & Co. KG (Damm Aquakultur)

Signature: 

Name: *Sven Damm*
Title: *CEO*
Date: *06.10.2025*

die
LANDGARNELE
AUF HESSENS HÖRZEN

**Damm Aquakultur
GmbH & Co. KG**
Hardtweg 2
34305 Niedenstein
Tel. 05624 920325

Attachment 1: Background included

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

PARTY 1

As to **UNIVERSITAT POLITECNICA DE VALENCIA (UPV)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UPV** 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”).

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

PARTY 2

As to **UNIVERSIDADE DO PORTO- Faculty of Science (U.PORTO)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **U.PORTO** 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”).

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

PARTY 3

As to **UNIVERSITETET I TROMSOE - NORGES ARKTISKE UNIVERSITET (UiT)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UiT** 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”).

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

PARTY 4

As to **ALFRED-WEGENER-INSTITUT HELMHOLTZ-ZENTRUM FUR POLAR- UND MEERESFORSCHUNG (AWI)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **AWI** 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”).

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

PARTY 5

As to **UNIVERSITA DEGLI STUDI DI PALERMO (UNIPA)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIPA** 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”).

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

PARTY 6

As to **UNIVERSITA DEGLI STUDI DI PADOVA (UNIPD)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIPD** 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”).

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

PARTY 7

As to **SENIOR EUROPA SOCIEDAD LIMITADA (Kveloce I+D+i)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **Kveloce I+D+i** 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”).

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

PARTY 8

As to **VRM SRL (VRM SRL)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **VRM SRL** 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”).

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

PARTY 9

As to **LISAQUA (LISAQUA)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **LISAQUA** 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”).

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

PARTY 10

As to **UNIVERSIDADE FEDERAL DO RIO GRANDE-FURG (FURG)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FURG 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”).

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

PARTY 11

As to **NEW FOOD DEVELOPMENT S.L. (NEW FOOD)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **NEW FOOD** 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”).

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

PARTY 12

As to **Damm Aquakultur GmbH & Co. KG (Damm Aquakultur)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **Damm Aquakultur** 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”).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

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

Attachment 5: NDA for External Advisory Board agreed under Section 6

NON-DISCLOSURE AGREEMENT

FOR THE EXTERNAL ADVISORY BOARD OF THE SwitchFloc PROJECT GA 101226312

I, [name]_____ [surname]_____, established in **[[XXXX]]** as Recipient of Confidential Information and appointed as member of the External Advisory Board (EAB) by the Supervisory Board (Disclosing Party) of the HORIZON SwitchFloc project GA 101226312

HAVING READ

Art. 6.5 "External Advisory Board (EAB)" of the Consortium Agreement signed on between Beneficiaries and Associated Partners of the SwitchFloc project, members of the Supervisory Board,

DECLARE

to accept, with the signing of this letter, the provisions below and to unconditionally take on the commitment to maintain as confidential, the Confidential Information received from any Member of the Supervisory Board ((hereinafter "Disclosing Party")), as transmitted in the implementation of the SwitchFloc project.

In particular, I am committed to secrecy on facts, information, knowledge, documents or objects of any kind which I have come to knowledge in connection to the SwitchFloc project or in relation of activities held at the premises of the Disclosing Party and connected to SwitchFloc project (hereinafter "Confidential Information").

On my own responsibility, I am committed to:

- not to use Confidential Information and "Personal Data" 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 return to the Disclosing Party any documents, files, memos or other binders that contain Confidential Information, including copies of the same, upon request from the Disclosing Party.

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 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 following provision: if any Party 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:
 - o notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information;
 - o make such disclosure only to the extent it is required.

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

The obligation of confidentiality in accordance with this commitment letter will cease after 5 years from the termination of the SwitchFloc project.

The breach of this obligation will result in the right of the Disclosing Party to act with the necessary legal action for the cessation of the prejudicial acts and for the compensation for the damage of the Disclosing Party because of such breach. The competent Court in case of disputes is the Belgian Court of Brussels.

These obligations will cease to be effective when the information will become public domain for any reasons beyond me.

Place, Date _____ Read, accepted and signed, _____ (signature)

I declare to be informed (and, for what concerns, expressly allow) that the "Personal Data" provided, also verbally, for the purposes of this Confidentiality Agreement, are processed exclusively for the purposes of the Agreement, through the procedures described by Article 4.2 of the GDPR (EU Regulation 2016/679).

The personal data are collected according to Art.6 b) of the GDPR Lawfulness of processing".

The data collected will be kept for the time established by current legislation.

I declare to be informed about rights of interested parties pursuant to Article 16, 17, 18, 19 and 21 of Regulation (EU).

Place, Date

Read, accepted and signed,

_____ (signature)

Attachment 6: Current Consortium Plan Budget

A6.1. Budget in the Grant Agreement (Annex 2)

Beneficiary	#Units	Living Allowance	Mobility Allowance	Family Allowance	Training and Networking contributions	Management and Indirect contributions	Total Costs
UPV	2	276.016,32 €	51.120,00 €	35.640,00 €	115.200,00 €	86.400,00 €	564.376,32 €
U.PORTO	2	270.530,64 €	51.120,00 €	35.640,00 €	115.200,00 €	86.400,00 €	558.890,64 €
UIT	1	195.752,16 €	25.560,00 €	17.820,00 €	57.600,00 €	43.200,00 €	339.932,16 €
AWI	1	146.092,32 €	25.560,00 €	17.820,00 €	57.600,00 €	43.200,00 €	290.272,32 €
UNIPA	1	137.575,08 €	25.560,00 €	17.820,00 €	57.600,00 €	43.200,00 €	281.755,08 €
UNIPD	1	137.575,08 €	25.560,00 €	17.820,00 €	57.600,00 €	43.200,00 €	281.755,08 €
KVC	1	138.008,16 €	25.560,00 €	17.820,00 €	57.600,00 €	43.200,00 €	282.188,16 €
VRM SRL	1	137.575,08 €	25.560,00 €	17.820,00 €	57.600,00 €	43.200,00 €	281.755,08 €
LISAQUA	1	170.489,16 €	25.560,00 €	17.820,00 €	57.600,00 €	43.200,00 €	314.669,16 €
TOTAL:	11	1.609.614,00 €	281.160,00 €	196.020,00 €	633.600,00 €	475.200,00 €	3.195.594,00 €

A6.2. Consortium contribution to Management

Total Management project:	475.200,00
Project management	198.720,00
EAB and AP travel costs (3p, 2 meeting)	9.000,00
Project website, social network and project identity design	4.000,00
Other dissemination activities	4.000,00
Contingency fund	16.900,00
Total costs:	232.620,00
% total	48,9520

A6.3. Consortium contribution to Research, Training and Networking

Total RTN project:	633.600,00
OTD 1 (UPV)	8.500,00
OTD 2 (U.PORTO)	8.500,00
OTD 3 (AWI)	8.500,00
OTD 4 (UPV)	8.500,00
Final conference (UPV)	6.000,00
Kick off + virtual Workshops (UPV)	1.500,00
Virtual keynote lectures (UPV)	1.000,00
4 Annual consortium meetings (UPV)	9.970,00
Total costs:	52.470,00
% total	8,2813

A6.4. Reallocation of Institutional contributions

Beneficiary	INITIAL RTN	RTN REALLOCATION		INITIAL M&G	M&G REALLOCATION	
	Training and Networking contributions	RTN REALLOCATED	RTN NOT REALLOCATED	Management and Indirect contributions	M&G REALLOCATED	M&G NOT REALLOCATED
UPV	115.200,00	9.540,00	105.660,00	86.400,00	42.294,55	44.105,45
U.PORTO	115.200,00	9.540,00	105.660,00	86.400,00	42.294,55	44.105,45
UIT	57.600,00	4.770,00	52.830,00	43.200,00	21.147,27	22.052,73
AWI	57.600,00	4.770,00	52.830,00	43.200,00	21.147,27	22.052,73
UNIPA	57.600,00	4.770,00	52.830,00	43.200,00	21.147,27	22.052,73
UNIPD	57.600,00	4.770,00	52.830,00	43.200,00	21.147,27	22.052,73
KVC	57.600,00	4.770,00	52.830,00	43.200,00	21.147,27	22.052,73
VRM SRL	57.600,00	4.770,00	52.830,00	43.200,00	21.147,27	22.052,73
LISAQUA	57.600,00	4.770,00	52.830,00	43.200,00	21.147,27	22.052,73
TOTAL:	633.600,00	52.470,00	581.130,00	475.200,00	232.620,00	242.580,00

Beneficiary	Contribution to RTN	Receive from RTN	BALANCE RTN REALLOCATED	FINAL RTN REALLOCATED
UPV	9.540,00	35.470,00	25.930,00	141.130,00
U.PORTO	9.540,00	8.500,00	-1.040,00	114.160,00
UIT	4.770,00		-4.770,00	52.830,00
AWI	4.770,00	8.500,00	3.730,00	61.330,00
UNIPA	4.770,00		-4.770,00	52.830,00
UNIPD	4.770,00		-4.770,00	52.830,00
KVC	4.770,00		-4.770,00	52.830,00
VRM SRL	4.770,00		-4.770,00	52.830,00
LISAQUA	4.770,00		-4.770,00	52.830,00
TOTAL:	52.470,00	52.470,00	0,00	633.600,00

A6.5. Current Consortium Budget per Beneficiary

Beneficiary	#Units	Living Allowance	Mobility Allowance	Family Allowance	Training and Networking contributions	Management and Indirect contributions	Total Costs
UPV	2	276.016,32	51.120,00	35.640,00	141.130,00	276.725,45	780.631,77
U.PORTO	2	270.530,64	51.120,00	35.640,00	114.160,00	44.105,45	515.556,09
UIT	1	195.752,16	25.560,00	17.820,00	52.830,00	22.052,73	314.014,89
AWI	1	146.092,32	25.560,00	17.820,00	61.330,00	22.052,73	272.855,05
UNIPA	1	137.575,08	25.560,00	17.820,00	52.830,00	22.052,73	255.837,81
UNIPD	1	137.575,08	25.560,00	17.820,00	52.830,00	22.052,73	255.837,81
KVC	1	138.008,16	25.560,00	17.820,00	52.830,00	22.052,73	256.270,89
VRM SRL	1	137.575,08	25.560,00	17.820,00	52.830,00	22.052,73	255.837,81
LISAQUA	1	170.489,16	25.560,00	17.820,00	52.830,00	22.052,73	288.751,89
TOTAL:	11	1.609.614,00	281.160,00	196.020,00	633.600,00	475.200,00	3.195.594,00

A6.6. Distribution of pre-financing

								Distribution of the EC pre-financing		
Beneficiary	#Units	Living Allowance	Mobility Allowance	Family Allowance	Training and Networking contributions	Management and Indirect contributions	Total Costs	Pre-financing according to GA (80%)	Amount retained from pre-financing as MIM (5%)	Total Pre-financing to be distributed (75%)
UPV	2	276.016,32	51.120,00	35.640,00	141.130,00	276.725,45	780.631,77	624.505,42	39.031,59	585.473,83
U.PORTO	2	270.530,64	51.120,00	35.640,00	114.160,00	44.105,45	515.556,09	412.444,88	25.777,80	386.667,07
UIT	1	195.752,16	25.560,00	17.820,00	52.830,00	22.052,73	314.014,89	251.211,91	15.700,74	235.511,17
AWI	1	146.092,32	25.560,00	17.820,00	61.330,00	22.052,73	272.855,05	218.284,04	13.642,75	204.641,29
UNIPA	1	137.575,08	25.560,00	17.820,00	52.830,00	22.052,73	255.837,81	204.670,25	12.791,89	191.878,36
UNIPD	1	137.575,08	25.560,00	17.820,00	52.830,00	22.052,73	255.837,81	204.670,25	12.791,89	191.878,36
KVC	1	138.008,16	25.560,00	17.820,00	52.830,00	22.052,73	256.270,89	205.016,71	12.813,54	192.203,17
VRM SRL	1	137.575,08	25.560,00	17.820,00	52.830,00	22.052,73	255.837,81	204.670,25	12.791,89	191.878,36
LISAQUA	1	170.489,16	25.560,00	17.820,00	52.830,00	22.052,73	288.751,89	231.001,51	14.437,59	216.563,92
TOTAL:	11	1.609.614,00	281.160,00	196.020,00	633.600,00	475.200,00	3.195.594,00	2.556.475,20	159.779,70	2.396.695,50