

Consortium Agreement



Isla Bonita

Version [1] – 13.04.2026]

(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 2021/695 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 made on 01/09/2026, herein after referred to as the Effective Date.

BETWEEN:

N	Participant Organisation name	Short	Address
1	Platform Oceanic Canary Islands (Coordinator)	PLOCAN	Carretera De Taliarte, Telde, 35200, Spain
2	Submariner Network Blue Growth EWIV	Submar	Voltastrasse 5 13355 Berlin De
3	Associação Para O Desenvolvimento Do Atlantic International Research Centre, Ad Air Centre	AIRC	TERINOV - Parque de Ciência e Tecnologia da Ilha Terceira. Canada de Belém s/n, Terra Chã. 9700-072 Angra do Heroísmo, Azores, Portugal
4	International Consortium of Research Staff Associations Ltd	ICoRSA	Library House 18 Dyke Parade, Cork, Ireland, T12 A807
5	Canaria Islands Maritime Cluster	CMC	Muelle De Santa Catalina, S/N. Las Palmas De Gran Canaria. 35008 Spain
6	European Chapter Society For Ecological Restoration SER Int	SERE	Rue De La Clinique 25 1070 Anderlecht Be
7	Stichting Deltares	Deltares	Boussinesqweg 1, Delft, Netherlands, 2629 Hv
8	Hive Ventures	Hive	3 Triq Il-Kunsill Popolari BRG 1131 Birgu MT
9	ICONS	ICONS	Piazza Della Vittoria 1 26900 Lodi It
10	BPI France	BPI	Avenue Du General Leclerc 27-31 94710 Maison Alfort Fr
11	Ocean Sun	OceanS	Snaroyveien 20 1360 Fornebu No
12	Aqui Palma	AquiPL	Ctra Carretera San Nicolas, 19, Nave Hpasó 38779 Santa Cruz De Tenerife Es
13	NeoDyne	Neo	10 Eastgate Avenue Little Island T45PC63 Cork IE
14	La Palma Research Centre	LPRC	Calle El Castillo El Fronton 37 38787 Santa Cruz De La Palma Es
15	Blue Oasis	bo	Rua Das Alfazemas N13 Casa Nova Romeira, Ericeira, Portugal, 2655-206
16	Universidade Dos Acores	UAC	RUA DA MAE DE DEUS 9501 801 PONTA DELGADA S MIGUEL Acores PT
17	Secretaria Regional Mar Pescas	DRPM	RUA CONSUL DABNEY COLONIA ALEMA, APARTADO 9 9900-014 HORTA PT
18	Seafields Solutions Limited	SeaF	2 Huddersfield Rd, Stalybridge SK15 2QA. UK
19	RubisCO2	Rubis	Harju maakond, Tallinn, Kesklinna linnaosa, Vesivärava tn 50-301, 10152 10152 Tallin EE

20	Collection Location Satellite	CLS	11 Rue Hermes 31520 Ramonville St Agne Fr
21	University of Antilles	UoA	Campus Universitaire De Fouillole 250 97157 Pointe A Pitre Cedex Fr
22	Heriot Watt University	HWU	Riccarton Eh14 4as Edinburgh Uk
23	Orkney Fisheries Association	OFA	Ferry Terminal Building 4 Kw15 1hu Kirkwall Uk
24	Gotland Regional Authority	GRA	Visby Se
25	Uppsala University	UU	Von Kraemers Alle 4 256 751 05 Uppsala Se
26	County Administrative Board Of Gotland	CABG	Visborgsallen 4 621 85 Visby Se
27	Sportfishing And Fishery Conservation Association	SAA	Svartviksslingan 28 167 39 Bromma Se
28	Swedish Environmental Research Institute	IVL	Po Box 21060 100 31 Stockholm Se
29	Denmark Technology University	DTU	Anker Engelunds Vej 101, Kongens Lyngby, Denmark, 2800
30	Ivandet Aps	Ivandet	Vestkajen 7, 3770 Allinge Dk
31	Regional Municipality Bornholm	BRM	Ullasvej 23 3700 Ronne Dk
32	National Research Council	CNR	Piazzale Aldo Moro 7 00185 Roma It
33	Stazione Zoologica Anton Dohrn	SZN	Villa Comunale 80121 Napoli It
34	Università Politecnica delle Marche	UNIVPM	Piazza Roma 22 60121 Ancona It
35	Federazione Nazionale delle Imprese di Pesca	Pesca	Corso D'italia, 92 00198 Roma It
36	Area Marina Protetta Regno di Nettuno	Nettuno	Piazza Municipio 1 80075 Forio It
37	Regione Siciliana - Dipartimento Ambiente	SRED	Via Ugo La Malfa N. 149 90146 PALERMO IT
38	Impact Hub Labs	IHA	Karaiskaki 28, Athens, Greece, 105 54
39	Aegean Rebreath	Rebreath	Eleftheroton St 10 172 36 Ymittos El
40	Blue Municipalities Network	BMN	Miaouli 30 241 00 Kalamata El
41	Dimos Thiras Municipality	Thiras	Thira N. Kykladon 847 00 Fira El
42	Science Malta	XM	Villa Bighi, Dawret Fra Giovanni Bi Kkr 1320 Kalkara Mt
43	University of Malta	UM	Tal Oroqq Msd 2080 Msida Mt
44	Centro Ciencias Mar Do Algarve	CCMAR	Universidade Do Algarve 8005-139 Faro Pt
45	Bluemater	BLM	Rua Do Cruzeiro N 30 Viseu Concelho Sao Pedro Do Sul Freguesia 3660-112 Figueiredo De Alva Viseu Pt
46	WasteServ Malta Ltd	WSM	Ecohive Complex - Tul Il-Kosta Nxr 9030 Naxxar Mt
47	Water Services Corporation	WSC	Qormi Road Lqa 9043 Luqa Mt
48	National Institute of Chemistry	NIC	Hajdrihova ulica 19, 1000 Ljubljana, Slovenia
	Associated partners		
50	Gobierno De Canarias	Gobierno	Avenida José Manuel Guimerá 5 38071, Santa Cruz De Tenerife, ES
51	Ronne Havn A/S	Ronne	Fiskerivej 1 3700 , Roenne Denmark

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

relating to the Action entitled: **Isla Bonita**

hereinafter referred to as "Project"

WHEREAS:

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

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

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“General Assembly”

General Assembly consists of all parties (partner beneficiaries) of the Consortium. The General Assembly convenes in either the annual General meeting (AGM) or at an ExtraOrdinary General Meeting (EGM).

“Steering Committee”

Steering Committee consists of all Workpackage leaders.

“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.

“EU Granting Authority”

means the EU body awarding the grant for the Project

“Defaulting Party”

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

“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 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 General Assembly 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 the General Assembly or the Steering Committee or by the Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

4.2 Breach /Defaulting party/ Insolvency

In the event that the General Assembly 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 General Assembly, 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 General Assembly 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.

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.

5 Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality.

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

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful 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.

A Force Majeure event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident; and

- (g) any labour or trade dispute, strikes (excluding strikes involving one or more of the consortium Parties), industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) interruption or failure of utility service.

Each Party will notify the General Assembly of any Force Majeure without undue delay, specifying how the force majeure is preventing them fulfilling their obligations under the Consortium Agreement, the steps taken to mitigate and those proposed to overcome the problems. 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 General Assembly.

5.5 Material Transfer Agreements

In the case of transfer of material between Parties for the performance of the Project, an agreement based on the model of the Material Transfer Agreement provided on the DESCA website <https://www.desca-agreement.eu/desca-model-consortium-agreement/> in the DESCA archives in Attachment 7 of DESCA version 1) shall be entered into between the said Parties and may be amended to contain specific conditions regarding liabilities or as otherwise agreed between the Parties.

6 Governance structure

6.1 General structure

The **General Assembly** is the ultimate decision-making body of the consortium.

The General Assembly consist of all Parties.

The Steering Committee (SC) consists of WP leaders . The remaining Parties are invited to the Steering Committee meetings as non-voting members.

The **Steering Committee** makes certain restricted decision and, as the supervisory body for the execution of the Project, shall report to and be accountable to the General Assembly.

The General Assembly Members may exercising their veto rights, according to Section 6.2.4, 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 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 chairperson of the Steering Committee and General Assembly will be the primary representative of the Coordinator. If the Coordinator is not available, the General Assembly will nominate a chairperson.

6.2 General operational procedures for the General Assembly

6.2.1 Representation in AGM and EGM meetings

General Assembly consist of Annual General Meetings (AGM) and Extra-Ordinary General Meeting (EGM).

Any Party which is appointed to take part in the AGM or EGM shall designate one representative (hereinafter referred to as "Member").

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

Each Member shall be deemed to be duly authorised to deliberate, negotiate, and decide on all matters listed in Section 6.2.5.4 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assemblies, unless decided otherwise by the General Assembly.

Regarding unanimity or majority decisions, only those with voting rights regarding the item are taken into account (e.g. Section 6.2.4)

6.2.1.1 Convening AGM or EGM meetings:

The chairperson shall convene meetings.

The chairperson of a AGM or EGM shall convene meetings of that AGM or EGM.

	Ordinary AGM meeting	EGM
General Assembly	At least once a year	At any time upon request of the Coordinator or 1/3 of the Members of the Steering Committee or 1/3 of the Members of the General Assembly

6.2.1.2 Notice of a meeting

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

	Ordinary AGM meeting	EGM
General Assembly	7 calendar days	7 calendar days

6.2.1.3 Sending the agenda

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

	Ordinary AGM meeting	EGM
General Assembly	7 calendar days	7 calendar days

6.2.1.4 Adding agenda items:

Any agenda item requiring a decision by the Members of an AGM or EGM must be identified as such on the agenda.

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

	Ordinary AGM meeting	Extraordinary meeting
General Assembly	5 calendar days	5 calendar days

6.2.1.5

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

6.2.1.6

Meetings of the AGM or EGM may also be held by tele- or videoconference, or in hybrid format, or other telecommunication means.

6.2.1.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.

6.2.3. Voting rules and quorum

6.2.3.1. The AGM or EGM shall not deliberate and decide validly in meetings unless at least two-thirds (2/3) of its Members are present or represented (quorum).

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

6.2.3.2

Each Member of the AGM or EGM present or represented in the meeting shall have one vote. The project coordinator or nominated chair can exercise a casting vote in the case of vote equality.

6.2.3.3.

A Party which the AGM or EGM has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4.

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

6.2.4.5.

Nominated proxy person can be appointed to vote on behalf of a member. Nomination of proxy person must be notified to Chairperson within 3 days of the meeting.

6.2.3.5.

Written voting submissions will not be accepted either prior or post meeting.

6.2.3.7

Any decision may also be taken by the AGM or EGM without a meeting if the Coordinator circulates to all the parties a suggested decision with a deadline for responses of at least 7 calendar days. The Coordinator shall inform all the Parties of the outcome of the vote. The same voting rules for quorum and for voting apply as for physical meeting.

The decision will be binding after the Coordinator sends a notification to all Parties.

The Coordinator will keep records of the votes and make them available to the Parties on request.

6.2.4. Veto rights

6.2.4.1

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

6.2.4.2

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

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 7 calendar days after receipt of the draft minutes of the meeting.

6.2.4.4

When a decision has been taken without a meeting a Party may veto such decision within 7 calendar days after receipt of written notice by the chairperson of the outcome of the vote.

6.2.4.5

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 the Parties in 7 days. After that time, the matter or motion related to the vetoed decision of the General Assembly will be voted again. If the matter or motion is approved by the General Assembly, the party who used its veto right before can either leave the consortium without any penalty or remain in the consortium accepting that they are not allowed to use its veto right a second time and accept the majority vote.

6.2.4.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.7

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

6.2.5. Minutes of meetings

6.2.5.1.

The chairperson of the AGM or EGM shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 7 calendar days of the meeting.

6.2.5.2

The minutes shall be considered as accepted if, within 7 calendar days from sending, no Member has sent an objection by written notice to the chairperson with respect to the accuracy of the draft of the minutes. For the avoidance of doubt, if an objection is raised on a particular item then the objection only relates to that item and the rest of the minutes will be deemed accepted.

6.2.5.3.

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, if this is a different entity to the chairperson, who shall retain copies of them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.2.5.4 Decisions

The General Assembly in a AGM or EGM 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 General Assembly:

Content, finances and intellectual property rights

- Proposals for substantial changes to Annexes 1 and 2 of the Grant Agreement or Changes to the Consortium Plan) that require an Amendment and the permission of and agreement with the Granting Authority. Examples of substantial changes to Annexes 1 and 2 of the Grant Agreement (but not limited to) are:
 - o Budget shifts between partners, where the shift is 20% or more of the total EC contribution of the partner whose budget is being reduced.
 - o Budget shifts between budget categories within one partner, where shifts exceed 20% of that partners total EC contribution.
 - o Person Month shifts between workpackages for any one partner where the shift exceeds 20% of the total PM allocated to that partner.
 - o Budget shifts from Direct costs to subcontracting (no matter the € amount)
 - o Deliverable and/or Milestone delays over 3 months for any partner
 - o No-Cost extension.
- 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 (including Affiliated Entities) 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)

6.3 Specific operational procedures for the Steering Committee

6.3.1 Steering Committee

In addition to the rules described, the following rules apply:

6.3.1.1 Steering Committee Members

6.3.1.1.1

The Steering Committee shall consist of one representative of each Work Package leader (hereinafter "Steering Committee Member"). The **Steering Committee** makes certain restricted decision and, as the supervisory body for the execution of the Project, shall report to and be accountable to the General Assembly.

6.3.1.1.2

Each Steering Committee Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Section 6.3.1.4. of this Consortium Agreement.

6.3.1.1.3

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

6.3.1.1.4

The Parties agree to abide by all decisions of the Steering Committee.

6.3.1.1.5

In case of exercise of veto by one of the members of the Steering Committee, the member shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all the Steering Committee members in 7 days. .

6.3.1.2 Convening Steering Committee meetings

- Steering Committee Meetings are held once a month.
- Notice: 7 days
- Agenda issued: 7 days prior
- Adding Agenda Item: 5 days prior

6.3.1.3 Voting Rules and Quorum

6.3.1.3.1

The Steering Committee 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 Steering Committee shall convene another meeting within 7 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall decide if the meeting should proceed in any event.

6.3.1.3.2

Each Member of the Steering Committee present or represented in the meeting shall have one vote. The project coordinator or nominated chair can exercise a casting vote in the case of vote equality.

6.3.1.3.3

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

6.3.1.4 Steering Committee Responsibilities and Decisions

The Steering Committee shall be free to act on its own initiative and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Steering Committee:

- All decisions that do not need an amendment and do not fall under the scope of Sub-clause 6.2.5.4.

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:

- preparing the meetings, proposing decisions and preparing the agenda of AGM and EGM (s), chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3

If the Coordinator fails in its coordination tasks, the General Assembly 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 (AB)

An External Isla Bonita Advisory Board (AB) will be appointed and steered by the General Assembly.

The AB will consist of 6 experts, of which 5 were identified in the project application phase. The AB shall provide expert advice on project strategy and content, provide feedback on key project deliverables, assist the project in dissemination of knowledge, and help link to key stakeholder organisations.

The Coordinator is authorised to execute with each member of the AB a non-disclosure agreement, (hereinafter: “NDA”) is executed between all Parties and each AB member, which terms shall be no less stringent than those stipulated in this Consortium Agreement and shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. By way of exception to Section 6.4.4. above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, an NDA with each member of the AB, in order to protect the Confidential Information disclosed by any of the Parties to any member of the AB. The NDA for the AB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

The Coordinator shall write the minutes of the AB meetings and submit them to the General Assembly. The AB members shall be allowed to participate quarterly in the General Assembly meetings upon invitation but will have no voting rights. They shall also attend a physical meeting on an annual basis.

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 Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Excess payments

A Party has received excess payment

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

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

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible. The General Assembly decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.2.5.4.

7.1.5 Revenue

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

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

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

In addition, a Party declared to be a Defaulting Party shall, within the limits specified in Section 4.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party 's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly 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.

7.2.2

The transfer of the initial pre-financing, the additional pre-financings (if any), as well as interim and final payments to Party will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule:

1 st (prefinancing payment)	35% of the maximum EU contribution	On receipt of the prefinancing by the coordinator
2 nd (prefinancing payment)	13,33% of the maximum EU contribution if the cost already declared by the party is at least 25% of its maximum EU contribution.	After submission of the 1 st period report (aprox. Month 26) Nevertheless, the party shall be entitled to claim this payment from the coordinator once 25% has been reached.
3 th (1 st interim payment)	Costs accepted by the EC up to 85% of the maximum EU contribution	Aprox. Month 28
4 th (2 nd interim payment)		Aprox. Month 52
5 th (final payment)	Final payment corresponding to the balance between total costs declared by the party and approved by the EC at the end of the project and total funding already transferred by the coordinator to the party (includes the 5% of the Mutual Insurance Mechanism) (always complying with 12.1.3)	Aprox. Month 64

The Coordinator is entitled to withhold any payments due to a Party identified by the General Assembly to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Party which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to Party 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 Party when this is suggested by or agreed with the Granting Authority.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

In case of Joint ownership of Results, before the filing of any application for protection and before starting exploitation, the joint owners ("Joint Owner") shall negotiate in good faith a joint ownership agreement ("Joint Ownership Agreement") in which the Joint Owners shall agree on all measures relating to protection of the Results, filing and prosecution of patent applications (when applicable), sharing of expenses related to patent filing and prosecution, exploitation of Results and sharing of revenues obtained through such exploitation.

Unless otherwise agreed:

- each of the Joint Owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other Joint Owner(s).
- each of the Joint Owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other Joint Owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The Joint Owners shall agree on all protection measures and the division of related cost in advance.

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".

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 the signature of this Consortium Agreement requires a decision of the General Assembly.

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. Notwithstanding the aforesaid, in case of an objection under Section 8.4.2.2, item b), a Party proposing a publication shall never be required to change or amend a proposed publication in any way that affects the academic or scientific value or objectivity of the publication, unless the proposing Party agrees specifically to such change or amendment.

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 in accordance with Section 8.4.2.3.

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

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

9.4.2

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

9.4.3

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

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control" if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement..

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

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

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

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

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly 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 Recipients hereby undertake 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 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 Recipients shall be responsible for the fulfilment of the above obligations on the part of their 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 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 AB agreed under Section 6)

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 **Errore. L'origine riferimento non è stata trovata.**, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Formal and written notices

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

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4 Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.2.5.4 and 6.3.1.4 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the World Intellectual Property Organization (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.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

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

12 Signatures to the Consortium Agreement

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.

	Party	Name	Title	Date	Signature
	Platform Oceanic Canary Islands	José Joaquín Hernández Brito	Centre Director		
2	Submariner Network Blue Growth EWIV	Angela Schultz- Zehden	Managing Director		
3	Atlantic International Research Centre	Miguel Miranda	AIR Centre Director		
4	International Consortium of Research Staff Associations Ltd	Michael Creane	Chair, Director		
5	Canaria Islands Maritime Cluster	Germán Carlos Suárez Calvo	President		
6	European Chapter Society For Ecological Restoration SER Int	Kris Decler, Aveliina Helm	Treasurer, Policy Lead (Financial Signatory), Chair of the Board (Legal Signatory)		
7	Stichting Deltares	DirkJan Walstra	Director		

	Party	Name	Title	Date	Signature
8	Hive Ventures	Steven Frigerio	Directors, Hive Ventures		
9	ICONS	Mario Martinoli	Founder and Co-Chair		
10	BPI France	Pascal Lagarde	Executive Director,		
11	Ocean Sun	Karl Lawenius	CFO, Ocean Sun AS		
12	Aqui Palma	Fredys Medina Pérez	attorney		
13	NeoDyne	Shane Hanley	Director		
14	La Palma Research Centre	Adrienn Cseko	Managing Director		
15	Blue Oasis	Guilherme Vaz	CEO		
16	Universidade Dos Acores	Artur José Freire Gil	Vice-Rector for Science, Innovation, Knowledge Transfer and		

	Party	Name	Title	Date	Signature
17	Secretaria Regional Mar Pescal	Rui Martins	Director		
18	Seafields Solutions Limited	Randall Purcell	Director		
19	RubisCO2	Pablo Navarro	Director		
20	Collection Location Satellite	Stéphanie Limouzin	CEO		
21	University of Antilles	Geoffroy Michel	President		
22	Heriot Watt University	Derek G Brown	Head of Legal, Legal Services, Research Engagement Directorate		
23	Orkney Fisheries Association	alistair buchan	chief executive		
24	Gotland Regional Authority	Engkvist Roland	Project Legal Signatory		
25	Uppsala University	Charlotte Platzer Björkman	Vice-Rector, Disciplinary Domain of Science and Technology		

	Party	Name	Title	Date	Signature
26	County Administrative Board Of Gotland	Persson Stefan	Regional Development Director		
27	Sportfishing And Fishery Conservation Association	Sten Frohm	General Secretary		
28	Swedish Environmental Research Institute	John Rune Nielsen	CEO		
29	Denmark Technology University	Lene Aagaard Lindebjerg; Anders Koed; Anna Rindorf	Head of Administration; Vice-Director; Director		
30	Ivandet Aps	Magnus Heide Andreasen	Co-Founder		
31	Regional Municipality Bornholm	Sine Sunesen	CEO		
32	National Research Council	Mario Sprovieri	CNR ISMAR Director		
33	Stazione Zoologica Anton Dohrn	Roberto Bassi	President		
34	Università Politecnica delle Marche	Enrico Quagliarini	Rector		

	Party	Name	Title	Date	Signature
35	Federazione Nazionale delle Imprese di Pesca	Biondo Francesca	Director		
36	Area Marina Protetta Regno di Nettuno	Andrea Buono, Antonino Miccio	President, LEAR		
37	Regione Siciliana - Dipartimento Ambiente	Francesco Picciotto	Task manager		
38	Impact Hub Labs	Dimitrios Kokkinakis	Co-Founder / MD		
39	Aegean Rebreath	Georgios Sarelakos	President		
40	Blue Municipalities Network	Kyriakos Antonopoulos	President		
41	Dimos Thiras Municipality	Nikolaos-Anastasios Zorzos	Mayor		
42	Science Malta	Silvio Scerri	CEO		
43	University of Malta	Alfred J. Vella, Frank Bezzina	Rector		

	Party	Name	Title	Date	Signature
44	Centro Ciencias Mar Do Algarve	Adelino Canário	Director		
45	Bluemater	Nuno Gomes	CEO		
46	WasteServ Malta Ltd	Richard Bilocca	CEO		
47	Water Services Corporation	Karl Cilia	CEO		
48	National Institute of Chemistry	Prof. Dr. Gregor Anderluh	Director		
	Associated Partners				
49	Gobierno De Canarias	Julieta Cristina Schallenberg Rodriguez	Deputy Counselor		
50	Ronne Havn A/S	Thomas Bay Jensen	Chief Operating Officer		

13 Signatures to the Background included: Option 1 or Option 2

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.

Parties must select Option 1 or Option 2 in the table below.

- **Option 1:** If Party brings Background to project, please select Yes under Column Option 1, and sign, and complete dedicated section for Option 1, and sign.
- **Option 2*:** If Party brings no Background to project, please select Yes under Column Option 2 only, and sign.

* Option 2: No data, know-how or information of the Party 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”).

	Party	Name	Title	Option1	Option 2	Date	Signature
	Platform Oceanic Canary Islands	José Joaquín Hernández Brito	Centre Director				
2	Submariner Network Blue Growth EWIV	Angela Schultz-Zehden	Managing Director				
3	Atlantic International Research Centre	Miguel Miranda	AIR Centre Director	Will have to double check this but I think we might			

	Party	Name	Title	Option1	Option 2	Date	Signature
				check option 1			
4	International Consortium of Research Staff Associations Ltd	Michael Creane	Chair, Director				
5	Canaria Islands Maritime Cluster	Germán Carlos Suárez Calvo	President				
6	European Chapter Society For Ecological Restoration SER Int	Kris Decleer, Aveliina Helm	Treasurer, Policy Lead (Financial Signatory), Chair of the Board (Legal Signatory)				
7	Stichting Deltares	DirkJan Walstra	Director				
8	Hive Ventures	Steven Frigerio	Directors, Hive Ventures				
9	ICONS	Mario Martinoli	Founder and Co-Chair				
10	BPI France	Pascal Lagarde	Executive Director,				
11	Ocean Sun	Karl Lawenius	CFO, Ocean Sun AS				

	Party	Name	Title	Option1	Option 2	Date	Signature
12	Aqui Palma	Fredys Medina Pérez	attorney				
13	NeoDyne	Shane Hanley	Director				
14	La Palma Research Centre	Adrienn Cseko	Managing Director		Yes		
15	Blue Oasis	Guilherme Vaz	CEO				
16	Universidade Dos Acores	Artur José Freire Gil	Vice-Rector for Science, Innovation, and Knowledge Transfer		Yes		
17	Secretaria Regional Mar Pescas	Rui Martins	Director				
18	Seafields Solutions Limited	Randall Purcell	Director				
19	RubisCO2	Pablo Navarro	Director				

	Party	Name	Title	Option1	Option 2	Date	Signature
20	Collection Location Satellite	Stéphanie Limouzin	CEO				
21	University of Antilles	Geoffroy Michel	President				
22	Heriot Watt University	Derek G Brown	Head of Legal, Legal Service				
23	Orkney Fisheries Association	alistair buchan	Chief executive				
24	Gotland Regional Authority	Engkvist Roland	Project Legal Signatory				
25	Uppsala University	Charlotte Platzer Björkman	Vice-Rector				
26	County Administrative Board Of Gotland	Persson Stefan	Regional Development Director				
27	Sportfishing And Fishery Conservation Association	Sten Frohm	General Secretary				
28	Swedish Environmental Research Institute	John Rune Nielsen	CEO				
29	Denmark Technology University	Lene Aagaard Lindebjerg;	Head of Administration;				

	Party	Name	Title	Option1	Option 2	Date	Signature
		Anders Koed; Anna Rindorf	Vice-Director; Director				
30	Ivandet Aps	Magnus Heide Andreasen	Co-Founder				
31	Regional Municipality Bornholm	Sine Sunesen	CEO				
32	National Research Council	Mario Sprovieri	CNR ISMAR Director				
33	Stazione Zoologica Anton Dohrn	Roberto Bassi	President				
34	Università Politecnica delle Marche	Enrico Quagliarini	Rector		YES		
35	Federazione Nazionale delle Imprese di Pesca	Biondo Francesca	Director				
36	Area Marina Protetta Regno di Nettuno	Andrea Buono, Antonino Miccio	President, LEAR				
37	Regione Siciliana - Dipartimento Ambiente	Francesco Picciotto	Task manager/Legal signatory		Yes		

	Party	Name	Title	Option1	Option 2	Date	Signature
38	Impact Hub Labs	Dimitrios Kokkinakis	Co-Founder / MD				
39	Aegean Rebreath	Georgios Sarelakos	President	Yes			
40	Blue Municipalities Network	Kyriakos Antonopoulos	President	Yes			
41	Dimos Thiras Municipality	Nikolaos-Anastasios Zorzos	Mayor				
42	Science Malta	Silvio Scerri	CEO				
43	University of Malta	Alfred J. Vella, Frank Bezzina	Rector				
44	Centro Ciencias Mar Do Algarve	Adelino Canário	Director				
45	Bluemater	Nuno Gomes	CEO				
46	WasteServ Malta Ltd	Richard Bilocca	CEO				

	Party	Name	Title	Option1	Option 2	Date	Signature
47	Water Services Corporation	Karl Cilia	CEO				
48	National Institute of Chemistry	Prof. Dr. Gregor Anderluh	Director				

14 Description of Option 1 Background Included and Signature

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.

As to [Party 1: Platform Oceanic Canary Islands], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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Digital Signature:

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.

As to [Party 2: Submariner Network Blue Growth EWIV], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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Digital Signature:

Attachment 1: Background included

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As to [Party 6: European Chapter Society For Ecological Restoration SER Int], it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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Digital Signature:

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As to [Party 11: Ocean Sun], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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Digital Signature:

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.

As to [Party 18: Seafields Solutions Limited], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Aquafarm technology and knowledge Seafields has spent 5 years developing a Sargassum aquafarm solution. Through our research and development efforts we have developed IP around aquafarm and deflection barrier structure. Some of this IP is currently being filed for a patent Furthermore, we have become experienced aquafarm operators with extensive knowledge on installation, maintenance and operation.	Background will only be shared with parties that have signed a NDA with Seafields and only if background is needed for them to perform their work. Parties receiving Seafields background on aquafarm technology and knowledge are asked to consider all the information received as confidential and not to disclose with other parties.	Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted, but potentially subject to compensation.
Algae harvesting technology and knowledge Seafields has spent 5 years assessing various algae harvesting methods and engaging with harvesting solution providers. Furthermore we have spent 2 years developing our own harvesting solution and are currently starting to assemble and test a prototype. Seafields has also harvested Sargassum using various types of nets.	Background will only be shared with parties that have signed a NDA with Seafields and only if background is needed for them to perform their work. Parties receiving Seafields background on algae harvesting technology are asked to consider all the information received as	Ot Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted, but potentially subject to compensation.

	confidential and not to disclose with other parties.	
Sargassum drying methods Seafields has done extensive research on how Sargassum can be dried using gas, electricity and solar methods. This research includes literature research, engagement with drying equipment manufacturers and R&D on drying techniques.	Background will only be shared with parties that have signed a NDA with Seafields and only if background is needed for them to perform their work. Parties receiving Seafields background on Sargassum drying methods are asked to consider all the information received as confidential and not to disclose with other parties.	Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted, but potentially subject to compensation.
Biostimulant production Seafields has done extensive research on how Sargassum can be processed into biostimulant. This research includes literature research, engagement with biostimulant producers. In Q3 2026 we will also start our own biostimulant development.	Background will only be shared with parties that have signed a NDA with Seafields and only if background is needed for them to perform their work. Parties receiving Seafields background on biostimulant production are asked to consider all the information received as confidential and not to disclose with other parties.	Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted, but potentially subject to compensation.
Biological, chemical and oceanographic data Seafields has collected biological, chemical and oceanographic data during various field trials in Mexico, St. Vincent and the Grenadines and Barbados. This data has been analyzed and presented at scientific conference but not yet published in scientific papers.	Data will be shared with parties that need it to perform their work. If a party is publishing work based on this data, Seafields needs to be informed at start of the publication process and asked if we want to contribute to the publication. Even if Seafields is not actively involved in the publication, origin of data should be cited in the publication	Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted, but potentially subject to compensation.

Sargassum value chain and stakeholder Over the last 5 years Seafields has developed a strong network of contacts in the Sargassum space. We have signed MoU with various organisations and companies that we plan to partner with. We also engaged with many potential clients for Sargassum derived products and have an offtake agreement with a company in place. These connections, partnerships and potential clients are very valuable to Seafields and the results of extensive work on Seafields side.	Seafields Sargassum contacts will only be shared with parties that have signed a NDA with Seafields and only if background is needed for them to perform their work. Parties receiving Seafields background on Sargassum value chain and stakeholders are asked to consider all the information received as confidential and not to disclose with other parties.	Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted, but potentially subject to compensation.
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Digital Signature:

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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.

As to [Party 22: Heriot Watt University], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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As to [Party 24: Gotland Regional Authority], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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Attachment 1: Background included

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As to [Party 29: Denmark Technology University], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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As to [Party 32: National Research Council], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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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.

As to [Party 45: Bluemater], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
BLUEMATER has developed the GREEN DUNE® (an advanced photo-biological wastewater treatment solution based on a controlled consortium of microalgae and bacteria), CORK FLOATING ISLAND® (a nature-based technology developed to rehabilitate and protect aquatic ecosystems through a sustainable, durable, and modular design) and other wastewater treatment technologies, applying them in projects across a range of contexts. Through this work, we have built strong expertise in wastewater treatment solutions and gained extensive knowledge in their installation, maintenance, and operation.	Background will only be shared with parties that have signed a NDA with BLUEMATER and only if background is needed for them to perform their work. Parties receiving BLUEMATER's background and knowledge on GREEN DUNE® and CORK FLOATING ISLAND® technologies are asked to consider all the information received as confidential and not to disclose with other parties.	Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted, but potentially subject to compensation.

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

Digital Signature:

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.

As to [Party 39: Aegean Rebreath], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Aegean Rebreath possesses extensive experience, data and know-how relevant to the implementation of the Action or the exploitation of its results. Specifically, the Organization's expertise spans five main project pillars: environmental democracy, research, education, innovation, decontamination and prevention. Environmental Democracy: In 2021, Aegean Rebreath created the Blue Municipalities Network, based on the memoranda of cooperation with the Municipalities that had installed Marine Litter Collection Stations. It is about a unique endeavor on both national and European levels, since it involves representatives from civil society, local government, central administration and other research and educational institutions. Currently, the Network consists of 27 members (25 municipalities and 2 port funds) throughout Greece, it operates as		

a Civil Non-Profit Company and is coordinated by our organization. Research activities are a key pillar for Aegean Rebreath, providing essential data on the source and impact of marine pollution to develop evidence-based proposals at local and national levels. Through more than 125 missions across 60 regions in Greece, the organization has developed a database classifying over 350 tons of marine litter according to EU protocols and is advancing the use of Geographic Information Systems for public access. In collaboration with the Hellenic Centre for Marine Research, the organization implements research using new technology tools to monitor water quality, heavy metals, and microplastics, resulting in three published national studies. Furthermore, the organization conducts expanded research on micro- and mesoplastics on Greek coastlines and implements holistic interventions for the protection and restoration of Posidonia seagrass meadows through a seven-pillar plan that includes scientific monitoring, floating mooring systems, and transplantation. Education the most effective mean for Aegean Rebreath to change culture and habits while promoting environmental democracy, with nearly 10,000 students across 115 educational institutions in 50 Greek municipalities attending programs that receive a 98% excellence rating from the teaching community. Through a specific methodology emphasizing individual responsibility and active participation, the organization informs younger generations about the causes of marine pollution and encourages the development of student-led mini projects. This educational background is		
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bolstered by a mobile research and technology unit which demonstrates the role of innovation in environmental protection, and student focus groups within the schools of the Blue Municipalities Network, that submit policy proposals to local authorities. Furthermore, experiential workshops for younger children utilize storytelling, role-playing, and hands-on activities to foster a positive relationship with the natural environment and instill simple everyday protection practices. Innovation: Our organization engages companies in the implementation of pilot projects that could contribute to raising awareness on environmental issues, educating, and improving services and production processes, so as to highlight the urgent need to reduce polluting packaging and products. Through approx. 20 pilot projects that we develop in collaboration with several companies or implement under EU co-funded projects, we promote innovation and technology, collect primary data that we further communicate at a central level, and undertake to train the companies' staff. At the same time, we actively contribute to the development of policies by companies, according to international ESG criteria and in line with our work related to the 17 UN Sustainable Development Goals. Decontamination / Prevention: Aegean Rebreath has implemented more than 125 extensive underwater and coastal cleanups throughout Greece, with the participation of volunteer teams, having succeeded in the decontamination of Greek harbors and raising awareness among local communities on the need to protect the seas.		
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Marine Litter Collection Stations (MLCS): The establishing Marine Litter Collection Stations is a unique and innovative idea and perception of our organization. The practice has been included among the “Innovative Transformative Solutions” that have been recognized as part of the European Commission’s initiative “EU Mission to Restore our Oceans and Waters”. This distinction aims to acknowledge and expand practices that can contribute to the protection of the marine environment in Europe. The MLCS are established at harbours, where mainly fishing communities operate and are equipped with bins and relevant signage that helps citizens and fishermen place collected litter by the sea and coastal zones. Municipal authorities, in cooperation with our team, are responsible for monitoring waste and distributing it to recycling or upcycling plants. In this context, our organization participates in the Blue Cycle program, where fishing gear is collected via our stations and through our underwater and coastal operations. MLCS are very important for achieving our goals and strengthening our relations with fishermen and coastal communities, promoting our innovative approach for recycling and upcycling marine litter, developing data of scientific interest, as well as operating as hubs that facilitate the implementation of numerous activities by our team.		

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

Digital Signature:

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.

As to [Party 40: Blue Municipalities Network], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
The basic idea behind the establishment of the Blue Municipalities Network is to strengthen cooperation, visibility and coordinated action among coastal and island municipalities. Within this context, communication constitutes a strategic tool that connects local authorities, public institutions and local communities, with common environmental goals at its core. An essential element for the smooth operation of the network is effective internal communication among the member municipalities. Through regular meetings and coordinated initiatives, the network provides municipalities with the opportunity to share practices, discuss common challenges and develop joint solutions to issues such as marine pollution, waste management and sustainability. Another important pillar is communication with the relevant stakeholders. The network		

functions as a bridge between municipalities, state bodies, research institutions, civil society organizations and private partners. This requires clear messaging, relationship management, and the ability to convey local needs into broader policy and development discussions. The network also develops advocacy and representation initiatives, expressing the collective voice of its members to national authorities and relevant institutions. To date, proposals, consultation papers and position statements have been submitted to the competent ministries, and participation has been achieved in policy dialogue concerning environmental governance and the resilience of islands. Citizen awareness is equally important! Through the network, significant initiatives have been implemented in the fields of cleanups, education, research and environmental democracy, while important pilot projects have also been completed and highlighted at local level. Successful campaigns, events, educational activities and initiatives for citizen engagement have been carried out, contributing mainly to informing citizens about marine protection, sustainable everyday living and their participation in environmental solutions. At the same time, the Blue Municipalities Network strengthens its public image and outward orientation, with the aim of attracting partnerships and expanding at the national and European level. Overall, the experience and achievements of the Blue Municipalities Network represent a		
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combination of coordination, representation, community participation and strategic storytelling that transforms environmental priorities into collective action.		

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

Digital Signature:

:

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.

As to [Party x: xxxxxxxxxxxxxxxxx], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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Digital Signature:

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.

As to [Party x: xxxxxxxxxxxxxxxx], it is agreed between the Parties that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)

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

Digital Signature:

15 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)

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

For UU:

- Uppsala universitet Invest AB, company registration no. 556525-6046
- Uppsala universitets Projekt AB, company registration no. 556517-9941
- Uppsala universitet Research Intellectual Property AB, company registration no. 559012-3328
- Participating researchers employed by Uppsala universitet (natural persons)

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

For UU:

- Uppsala universitet Invest AB, company registration no. 556525-6046
- Uppsala universitets Projekt AB, company registration no. 556517-9941
- Uppsala universitet Research Intellectual Property AB, company registration no. 559012-3328

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

Non-Disclosure Agreement for External Advisory Board Member

BY AND BETWEEN:

Name of External Advisory Board Member:

Organisation:

hereinafter referred to as “Recipient”

and

XXXXX, having its registered office located at xxxxx, xxxxx, xxxxxx, xxxxx,

In this matter acting as Coordinator under the Horizon Europe “Isla Bonita” project, hereinafter referred to as “Project”, duly authorised by all partners participating in the said Project to sign and execute this Non-Disclosure Agreement with the Recipient;

hereinafter referred to as the “Coordinator”

CONSIDERING THAT:

- The Recipient contributes to the Project, by joining the “External Advisory Board” (EAB) of the Project. The EAB will advise the partners performing the Project on these experts will provide guidance and inputs to the optimization and monitoring of project activities and goals, considering and complementing the innovation in both academia and industry. The activities of the Recipient as EAB-member for the Project are hereinafter referred to collectively as the “Purpose”.
- As part of its functioning as member of the EAB, Recipient will gain knowledge of, be supplied with, be informed of, and have access to, certain information regarding the Project, regardless of the way or form in which it is disclosed or recorded, hereinafter referred to as “Confidential Information”, which must be kept confidential.
- Pursuant to the governing requirements of the Project, the Coordinator must, and is authorised to execute, on behalf of each of the Project partners, with the Recipient this Non-Disclosure Agreement, before and as a conditions precedent for, supplying the Confidential Information to the Recipient.

NOW THEREFORE THE RECIPIENT AGREES TO THE FOLLOWING:

1. The Recipient undertakes:

(a) to keep the Confidential Information as strictly confidential;

and

(b) not to publish, disclose, supply or submit, nor have published, disclosed, supplied or submitted, in any way the Confidential Information to any third parties or persons and/or the public;

(c) not to use the Confidential Information for any purpose except the Purpose,

without first obtaining the prior express written consent from the Coordinator.

2. The obligations contained in clause 1 do not apply to:

(a) any information which is or in future comes into the public domain (unless as a result of the breach of this Non-Disclosure Agreement); or

(b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient.

3. 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.

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

5. If 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 Coordinator, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
7. The Recipient will, on request from the Coordinator, return all copies and records of the Confidential Information to the Coordinator and will not retain any copies or records of the Confidential Information.
8. Neither this Non-Disclosure Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any Confidential Information, except solely to the extent required for the Purpose.
9. This Non-Disclosure Agreement is governed by, and is to be construed in accordance with, Belgian law. All disputes arising out of or in connection with this Non-Disclosure Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.
10. All Confidential Information is provided "as is". 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 Affiliated Entities) exercising its Access Rights.

11. Amendments and modifications to the text of this NDA shall require a separate written agreement. This NDA is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

AS SUCH AGREED, SIGNED AND EXECUTED

On behalf of

The Coordinator – XXXXXXX

Signature:

Date and Place

On behalf of

The Recipient

Signature:
