

This model Consortium Agreement for Erasmus+ lump sum funded projects is graciously provided by the [Ghent University](#) TechTransfer Office and the EU International Education Projects team. The model Consortium Agreement is based upon the DESCAs model consortium agreement, albeit focused on the characteristics of the Erasmus+ Programme and the specificities of the project. The choice for this model flows from the fact that the Grant Agreement has the same structure and an equivalent content (with the necessary options and concretisation) for all EU framework programmes. The model Consortium Agreement reflects Ghent University's institutional policy on lump sum EU-funded projects.

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Consortium Agreement

[ACRONYM OF PROJECT]

Version [X] – [DATE]

Based on DESCAs – Model Consortium Agreement

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CONSORTIUM AGREEMENT

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

BETWEEN:

GHENT UNIVERSITY (UGent), public institution with legal personality, having its administrative offices in Belgium at B-9000 Gent, Sint-Pietersnieuwstraat 25, with registration number 0248.015.142 and duly represented by prof. dr. Rik van de Walle, Rector, who entrusts the execution of the present Agreement to Frederik De Decker, Head of the International Relations Office, the Coordinator

[OFFICIAL NAME OF THE BENEFICIARY AS IDENTIFIED IN THE GRANT AGREEMENT [Party short name], with legal address ...],

[OFFICIAL NAME OF THE BENEFICIARY AS IDENTIFIED IN THE GRANT AGREEMENT [Party short name], with legal address ...],

[Insert identification of other Beneficiaries ...]

hereinafter [, jointly or individually,] referred to as ["Beneficiaries" or "Beneficiary"]

[OFFICIAL NAME OF THE ASSOCIATED PARTNER AS IDENTIFIED IN THE GRANT AGREEMENT [Party short name], with legal address ...],

[Insert identification of other Associated Partners ...]

hereinafter [, jointly or individually,] referred to as ["Associated Partners" or "Associated Partner"],

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

[NAME OF PROJECT]

in short

[Insert: acronym]

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Erasmus+ – the Programme for Union action in the fields of education and training, youth and sport (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 Coordinator and the Granting Authority (hereinafter “Grant Agreement”). The Grant Agreement forms an integral part of this Consortium Agreement. Each Party declares that it is acceded to this Grant Agreement and that it has taken note of and understands the provisions of the Grant Agreement and the underlying rules (for further clarification, see [Funding & tenders \(europa.eu\)](#); in case of indirect management, see also [Bibliotheek - Epos Vlaanderen \(epos-vlaanderen.be\)](#)). If the Grant Agreement is already concluded, it is attached to this Consortium Agreement (see Attachment 6).

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#), albeit focused on the characteristics of the Erasmus+ programme and the specificities of the Project. The choice for this model flows from the fact that the Grant agreement has a same structure and an equivalent content (with the necessary options and concretisation) for all European programmes.

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 Grant Agreement including its Annexes.

1.2 Additional Definitions

“Consortium Body”

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

“Consortium Plan”

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

“Granting Authority”

means the body awarding the grant for the Project (**for direct management: Education, Audiovisual and Culture Executive Agency (EACEA); for indirect management: National Agency Epos vzw (NA)**).

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, accession and termination

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

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

If

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

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

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

Neither Party is authorised to terminate their participation in the consortium or transfer their rights and obligations without prior consent of the other Parties and the Granting Authority. The following requirements are necessary in case of modifications of the project consortium:

- Addition of a Party requires a decision by the leading Consortium Body, the acceptance of the Grant and Consortium conditions by the new Party (signed by the legal representative) and a mandate signed between the Coordinator and the new Party. These will be forwarded by the Coordinator to the Granting Authority. If a new Party is integrated into the project, an amendment will be signed by all Parties, including the new Party, to confirm that the new Party undertakes to comply with the present Consortium Agreement;

- Withdrawal of a Party requires the acknowledgment by the leading Consortium Body of a written explanation from the Coordinator and the withdrawing Party, duly signed by its legal Representative. If the minimum consortium requirements are no longer fulfilled, the Granting Authority reserves the right to decide on the continuation of the Grant Agreement;
- Parties are directly and exclusively responsible towards the Coordinator for the due implementation of their respective contribution to the project and for the proper fulfilment of their obligations as set out in this Consortium Agreement. Should a Party not fulfil its obligations under this Consortium Agreement in due time, the Coordinator shall request the Party to fulfil them as yet within a reasonable period of time. The Party will undertake to find a timely and efficient solution. Should the non-fulfilment continue, the Coordinator may enquire the leading Consortium Body to take a decision on adequate measures and potential exclusion from the Party from the project. The Granting Authority shall be promptly informed of such an imminent decision by the Coordinator in order to seek the Granting Authority's approval for the change in the Partnership according to the provisions of the Grant Agreement;
- In the event that a Party withdraws from the Project or is excluded from it, the remaining Parties will undertake to find a timely and efficient solution to ensure the further project implementation without any delay. Consequently, the Parties will endeavour to cover the contribution of the withdrawing Party, either by assuming its tasks, or by asking one or more new Parties to join the Project;

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 (esp. Chapter 4 Grant Implementation: e.g. joint responsibility for the technical implementation of the Project; record keeping; continuously and periodic reporting on the progress) and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Commented [NP1]: Law of GA applies.

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

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

Commented [NP2]: Or: EESC Platform

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

4.2 Specific responsibilities for Associated Partner(s)

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

The Associated Partner(s) hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

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

The Associated Partner(s) support(s) the Beneficiaries regarding their exploitation, dissemination and [Open Science](#) open access obligations and commit(s) to contribute to the technical and continuous reporting during and after the implementation of the Project.

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

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

Each Beneficiary ensures that the above-mentioned contractual obligations also apply to their associated partners.

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

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant

Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to once the amount of its total budget as indicated in the Description of the Action attached to the Grant Agreement / amount X € for AP1, amount Y € for AP2 (...).

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

Commented [NP3]: Usually no budget for APs

4.3 Breach

Without prejudice to the specifically agreed governance structure in the Grant Agreement (including its annexes), in the event that a Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Consortium Body, 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 leading Consortium Body may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof. For the termination of its participation the other Parties must be consulted and a two-third (2/3) majority is required.

4.4 Involvement of third parties

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

4.5 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

4.6 Specific responsibilities regarding reporting in Lump Sum projects

The Parties commit to continuously issuing internal progress reports on the progress of the implementation of the Work Packages. A written report shall be given to the relevant Consortium Body

14 days ahead of the relevant meeting of this Consortium Body. The information provided should allow for an assessment of the status or completion of each Work Package in order to enable monitoring, e.g. through certain performance indicators as defined in the Grant Agreement, if any.

A leaving Party shall issue a termination report to the relevant Consortium Body in accordance with Article 32 of the Grant Agreement on the activities implemented by it and completion of its work share in the WPs it is involved in for the period until its termination takes effect.

Improper reporting or implementation of the Project may lead to a breach procedure and termination of a Party's participation according to Section 4.2 of this Consortium Agreement. The Parties are aware, that their implementation may affect the completion of tasks or Work Packages by other Parties and that improper implementation or reporting can lead to liability in accordance with Section 5 of this Consortium Agreement. Considering the form of the grant awarded by the Granting Authority (lump sum), a Party declared as a Defaulting Party in accordance with the appropriate provisions of this Consortium Agreement shall be liable to any other Party for loss of part of said grant.

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 general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 1 of the Grant Agreement and in case of Associated Partners to once the amount of its total budget as indicated in the Description of the Action attached to the Grant Agreement: amount X € for AP 1, amount Y € AP 2 (...)

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

Each Party will notify the Consortium Body of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Consortium Body, and, if necessary, in further consultation with the other Parties.

6 Governance structure

The shared responsibilities with regard to project management and governance of the Consortium have been described in the Project proposal and have been further elaborated and laid down in [Annex X](#).

[Add a simple overview of the governance structure/each consortium body/Work Packages].

The working language of the Consortium shall be English.

7 Financial provisions

The grant is an action grant which takes the form of a lump sum grant.

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

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan and the Data Sheet of the Grant Agreement
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

A Beneficiary shall be funded only for its tasks carried out in accordance with the Consortium Plan. Full details of the budget breakdown per Beneficiary and per WP are given in the Grant Agreement.

7.1.2 Justifying Lump Sum Contributions

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

The Coordinator reserves the right to request report of progression in work packages from each Party every 6 months.

7.1.3 Funding Principles

Each Beneficiary is entitled to its Lump Sum Contribution as approved by the Granting Authority after completion of the respective work packages. For work packages not completed at the date of termination of a Beneficiary or the end of the action the Coordinator distributes to each Beneficiary only the share of Lump sum Contribution as specified by the Granting Authority at final payment in line with the Grant Agreement.

7.1.4 Excess payments

A Beneficiary has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared and accepted or
- b) if the relevant Consortium Body decides that the performance of a Beneficiary regarding the completion of one or several work packages is not in line with the implementation of tasks as described in the Annex 1 of the Grant Agreement and that Beneficiary's approved Lump Sum Contributions are lower than the pre-financing payment it has received.

In case a Beneficiary has received excess payment, the Beneficiary 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 Beneficiary is in substantial breach of the Consortium Agreement and shall bear any reasonable and justifiable additional occurring costs.

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of Lump Sum Contributions of the Project, until recovery from the breaching Beneficiary is possible.

7.1.5 Revenue

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

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

A Beneficiary leaving the consortium shall refund to the Coordinator any payments (e.g. pre-financing payment) it has received except the amount of Lump Sum Contribution accepted by the Granting Authority at termination. The terminated Beneficiary is entitled to receive its Lump Sum Contribution as foreseen in the Grant Agreement and to the extent approved by the Granting Authority at final payment. The Coordinator will inform this Beneficiary accordingly upon payment of the final amount by the Granting Authority and distribute the amount due to the terminated Party.

A terminating Beneficiary shall provide guidance to the other Beneficiaries on the tasks originally attributed to them to support the development of alternative solutions for the completion of work packages and a reallocation of tasks via the termination amendment.

In addition, a Beneficiary declared to be a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to complete the respective work packages as a consequence of the Party leaving the consortium.

A Party upon signature of the Consortium Agreement joining the Consortium and replacing a terminating Party will be entitled to funds made available according to 7.1.6 and according to 7.1.3 any following interim or final payment.

7.2 Payments

The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual Beneficiary without unjustified delay and within 30 days after reception of the funding from the Agency, using the accounts Bank Account Details stipulated this Agreement.

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Beneficiaries will be handled in accordance with the Data Sheet, Article 22.1. and Article 7 of the Grant Agreement.

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

If a Beneficiary does not provide the Coordinator with deliverables as agreed or does not complete its tasks, the Beneficiary will not receive its lump sum share for these work package/s, until the payment of the next instalment and only if it remedies such non-delivery, or unless the relevant Consortium Body decides otherwise after consultation of the other Parties. In any case, the Coordinator shall be informed and may take additional appropriate action with respect to the Party concerned.

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

The Coordinator is entitled to recover any payments (e.g. pre-financing payments) already paid to a Beneficiary declared as a Defaulting Party except the lump sum share already declared by the Defaulting Party and accepted by the Granting Authority at termination. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

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 Dissemination

If the beneficiaries produce educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses. The beneficiaries must ensure that the website address used is valid and up to date.

Material already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.

The coordinator must make the project results available to the Erasmus+ Project Results Platform ([Projects | Erasmus+ \(europa.eu\)](https://projects-erasmus.eu)).

The beneficiaries acknowledge the support received under the Erasmus+ programme in all communication and promotional materials, including on websites and social media. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information. The guidelines on visual identity for the beneficiary and other third parties are available at: [Communicating and raising EU visibility \(europa.eu\)](https://europe.europa.eu/en/communication/visibility)

The Parties acknowledge that Results produced in the course of the Project in principle will be available for all Parties as well as to the public free of charge. They must duly acknowledge the contribution of all Parties. When in doubt about the fairness of publishing information, Parties should seek each other's explicit authorisation to do so. The Parties commit to favour, every time it is possible, publications in Open Access.

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.3 as far as Confidential Information is involved. A Party shall not include in any dissemination activity another Party's Confidential Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

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

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.

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

Each Party shall grant another Party free-of-charge and non-exclusive Access Rights to such Background and Results as are needed for the performance of the own work of a Party under the Project. The Access Rights are only granted for the duration of the Project and for the performance of the work in the Project. The Party granting the Access Rights may require that a separate agreement be made on the Access Rights prior to granting it. All requests for Access Rights shall be made in writing. Neither party may grant sub-licenses to third parties to use the other's Background.

Subject to its confidentiality obligations as set out in Section 10, the Parties (and each of their employees and students) will have the irrevocable, royalty-free right to use the Results for the purposes of academic teaching and academic research.

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.

10 Non-disclosure of information

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".

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

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

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its personnel, students (if applicable) 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.

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.

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.

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 (Grant Agreement, including Annexes)
- Optional: Attachment 4: Project Management and Governance
- Optional: Attachment 5: Financial Identification or Bank account Details

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement (including its Annexes), the terms of the Grant Agreement (including its Annexes) 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

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. The beneficiaries must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

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.

11.4 Amendments

Amendments and modifications to the text of this Consortium Agreement shall be made in writing signed by 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 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.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

12 Signatures

AS WITNESS:

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

GHENT UNIVERSITY

Prof. dr. Rik Van de Walle

Rector

Date:

Signature:

For acknowledgement and approval:

Name: Frederik De Decker

Date:

Signature:

[INSERT NAME OF PARTY]

Signature(s)

Name(s)

Title(s)

Date

[It is recommended to insert a new page for each signature.]

[INSERT NAME OF PARTY]

Signature(s)

Name(s)

Title(s)

Date

[INSERT NAME OF PARTY]

Signature(s)

Name(s)

Title(s)

Date

Attachment 1: Background included

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

PARTY 1

As to **GHENT UNIVERSITY**, it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is needed by another Party for implementation of the Project.

[Option 2 end]

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

PARTY 2

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge, [insert the relevant option here].

[Option 1 start]

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	Describe Background

[Option 1 end]

[Option 2 start]

Option 2: No data, know-how or information of [NAME OF THE PARTY] is needed by another Party for implementation of the Project.

[Option 2 end]

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

[Same for PARTY 3, PARTY 4, etc]

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: Grant Agreement (including Annexes)

[Option: Attachment 4: Project Management and Governance]

**[Option: Attachment 5: Financial Identification or Bank account
Details]**