

HEROES Consortium Agreement

Consortium Agreement

HEROES



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CONSORTIUM AGREEMENT

BETWEEN:

1. **THOMAS MORE KEMPEN VZW (TM)**, PIC 997354292, established in KLEINHOEFSTRAAT 4, GEEL 2440, Belgium, the **Coordinator**

and the following other beneficiaries,

2. **HOGSKOLAN I HALMSTAD (HH)**, PIC 998196931, established in KRISTIAN IVS VAG 3, HALMSTAD 301 18, Sweden,

3. **INSTITUTO POLITECNICO DE BEJA (IPB)**, PIC 986224803, established in RUA DE SAN ANTONIO1A, Beja 7800-957, Portugal,

4. **MENDELOVA UNIVERZITA V BRNE (MEN)**, PIC 998813075, established in ZEMEDELKA 1/1665, BRNO SEVER 613 00, Czechia,

5. **PROFESSIONSHOJSKOLEN UNIVERSITY COLLEGE NORDJYLLAND (UCN)**, PIC 950017710, established in SELMA LAGERLOFS VEJ 2, AALBORG 9000, Denmark,

6. **SEINAJOEN AMMATTIKORKEAKOULU OY (SEIN)**, PIC 949711578, established in KAMPUSRANTA 11 FRAMI F, SEINAJOKI 60320, Finland,

7. **STICHTING FONTYS (FON)**, PIC 898501802, established in RACHELSMOLEN 1, EINDHOVEN 5612 MA, Netherlands,

8. **TECHNISCHE HOCHSCHULE DEGGENDORF (THD)**, PIC 975486418, established in DIETER GORLITZ PLATZ 1, DEGGENDORF 94469, Germany,

9. **VILNIUS KOLEGIJA (VIKO)**, PIC 951634215, established in SALTONISKIU G. 58-1, VILNIUS 01111, Lithuania

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

relating to the Action entitled "European University, professional higher education, applied sciences, smart regional resilience" Project number: 101175280, "Higher Education for Resilience-Oriented and Empowered Societies" in short "**HEROES**"

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 "European Education and Culture Executive Agency" (EACEA), approved by EACEA on June 28th 2024.

With this Consortium Agreement the Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement, signed by the Parties and the Granting Authority on September 27th 2024 (hereinafter "Grant Agreement"). The Consortium Agreement enters into force on the date of signature by the last of all participating parties but shall have retroactive effect from the Project start date.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Consortium Body"

Consortium Body means any management body described in Section 6.1 of this Consortium Agreement.

"Consortium Plan"

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

"Lump Sum Grant"

The Lump Sum Grant is a fixed amount of funding provided to the project consortium to cover the costs of implementing the project. This funding model aims to simplify administrative processes, reduce the reporting burden, and ensure that the project delivers its intended results efficiently.

"Defaulting Party"

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

"Granting Authority"

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

"Internal Progress Report"

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

"Lump Sum Contribution"

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

"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.

"Management Team"

The Management Team (MT) includes a Secretary General (SG, chair), communications manager (WP10), community manager (WP7), Quality Assurance Officer and all other work package leads. The Management Team has been well defined in the Description of the Action (DoA) annex 1 part B of the Grant Agreement.

"Steering Committee"

The Steering Committee is also well defined in the Description of the Action (DoA) annex part B of the Grant Agreement and has the same composition for the execution of this Consortium Agreement.

"HEROES President"

The member of the Steering Committee, appointed by the Coordinator, who is the chair of the Steering Committee and a member of the Board of Presidents (in addition to the legal representatives, rectors or presidents, of the Parties). The HEROES President is elsewhere referred to as the Executive Director.

"Secretary General"

The person appointed by the Coordinator to chair the Management Team and function as central contact point for the overall management of the Consortium. The Secretary General is elsewhere referred to as the Programme Manager.

2 Purpose

The purpose of this Consortium Agreement is to specify the operation and co-ordination between the Parties, to ensure that the Project is implemented properly.

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.

In addition to article 40 of the Grant 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 Party/ies concerned, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Board of Presidents and the leaving Party and which decision must always be in accordance with the Grant Agreement. 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.

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

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

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

4.2 Breach

In the event that the Steering Committee 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 Steering Committee, 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 Steering Committee may decide to propose to the Board of Presidents 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 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.

Affiliated entities are not third parties. According to article 8 of the Grant Agreement, the following entities which are linked to a beneficiary will participate in the Project as 'affiliated entities':

- THOMAS MORE MECHELEN-ANTWERPEN vzw, PIC 991017767, linked to THOMAS MORE KEMPEN VZW (TM), Coordinator. This entity shall be governed and treated in accordance with the terms and conditions outlined in the Grant Agreement, including, but not limited to its rights, obligations, and any applicable provisions regarding financial contributions, reporting requirements, and compliance with relevant regulations

4.4 Specific responsibilities regarding data protection

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

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

4.5 Specific responsibilities regarding reporting and implementation

4.5.1 Internal Progress Reports

The Parties commit to continuously provide information on the progress of the implementation of the work packages. In particular, they shall issue an Internal Progress Report to the Secretary General upon request 14 days ahead of the relevant meeting of the Management Team. The Internal Progress Report provided should allow for an assessment of the status or completion of each work package in order to enable monitoring, e.g. through certain performance indicators as defined in Annex 1 of the Grant Agreement, if any.

4.5.2 Proper implementation

Each Party shall perform its tasks in accordance with the Consortium Plan and contribute to the completion of the work package.

If a work package cannot be completed, the Parties must collaborate to propose an amendment of the Grant Agreement for that work package via an alternative solution.

4.5.3 Termination reports

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

4.5.4 Consequences of non-compliance

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

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, provided that the supplying Party is not aware of any third-party rights.

Therefore,

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

5.2 Limitations of contractual liability

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

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

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

5.5 Compliance with Applicable Laws and Regulations

Each Party undertakes to comply with all applicable laws and regulations, including but not limited to import and export control laws and regulations. No Party shall be considered in breach of this Consortium Agreement if its ability to fulfil its obligations is impeded due to restrictions or delays arising from compliance with such laws or regulations, including but not limited to delays in obtaining or extending necessary governmental authorisations or licenses, provided the Party has made reasonable efforts to comply with such requirements in a timely and proper manner.

Each Party shall promptly inform the Steering Committee of any such impediments. If the Issue remains unresolved within six weeks after such notification, the Steering Committee shall decide on appropriate measures, including the possible transfer of tasks.

6 Governance structure

6.1 General structure

The organisational structure of the consortium shall, amongst others, comprise the following Consortium Bodies, as stipulated in "2.2.2. Consortium management and decision-making" of the application form, which is also part of annex 1 of the Grant Agreement:

The **Board of Presidents (BoP)** is the highest decision-making level and consists of the presidents or rectors (executive leaders - legal representatives) of all Parties supplemented by the HEROES President appointed by the Coordinator (TM) and a student representative. The BoP is in charge of high-level decisions on general policy, mission and vision, partnership and long-term strategy, including the purpose and activities of the legal entity "Heroes vzw".

The **Steering Committee** is the decision-making body of the consortium about the strategic objectives, milestones, major outputs, seed funding, Board of President-decision propositions and the appointment of members to the HEROES Alliance Advisory Bodies.

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.

Each Party shall designate a **Single Point of Contact (SPOC)** responsible for maintaining an overview of all Individuals Involved within their organization. The SPOC shall serve as the sole liaison between their organization and the Coordinator.

The **Management Team** of the Consortium is a group without formal decision making power. It includes the Secretary General, a quality assurance officer, communications manager, community manager and all other work package leads. It shall manage the individual and overall implementation of the Project. The Management Team is responsible for operational decisions and work package implementation,

continuous and periodic technical and financial management and reporting, contract management, quality assessment, risk mitigation and internal communication.

6.2 Members of the Board of Presidents

The Board of Presidents shall consist of Presidents or rectors (executive leaders - legal representatives) of all Parties supplemented by the HEROES President appointed by the Coordinator (TM) and a student representative.

6.3 Members of the Steering Committee

The Steering Committee shall consist of one representative of the executive management staff from each Party, e.g. vice-presidents, vice-rectors, directors responsible for educational, research and innovation and/or internationalisation policy) (hereinafter referred to as "Member"), complemented by the Secretary General (SG) who participates as an observer.

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.4.6 of this Consortium Agreement.

The Coordinator, represented by the HEROES President, shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

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

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 10.8 of this Consortium Agreement.

6.4 Operational procedures for the Board of Presidents and the Steering Committee:

6.4.1 Representation in meetings

Any Member:

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

6.4.2 Preparation and organisation of meetings

6.4.2.1 Convening meetings

The chairperson shall convene ordinary meetings of the Board of Presidents at least twice per year and of the Steering Committee at least once every three (3) months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.4.2.2 Notice of a meeting

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

6.4.2.3 *Sending the agenda*

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

6.4.2.4 *Adding agenda items*

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

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

6.4.2.5

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

6.4.2.6

Meetings may also be held by tele- or videoconference or other telecommunication means.

6.4.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.4.5.2.

6.4.3 *Decisions without a meeting*

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by consensus.

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

The decision will be binding after the Coordinator sends a notification to all Members. The chairperson will keep records of the votes and make them available to the Parties on request.

6.4.4 *Voting rules and quorum*

6.4.4.1

The Board of Presidents and 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 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.

6.4.4.2

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

6.4.4.3

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

6.4.4.4

Decisions shall be taken by consensus of the present and represented parties. This means that a decision is not final until all present and represented Parties agree to support it. This approach fosters collaboration, open communication, and a willingness to consider and incorporate the points of view and concerns of all Parties. In this regard, decisions are widely supported and sustainable over the long term.

6.4.5 Minutes of meetings

6.4.5.1

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

6.4.5.2

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

6.4.5.3

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

6.4.6 Decisions by the Board of Presidents and the Steering Committee

Further the provisions of article 6.1, the Steering Committee, 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 Steering Committee:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority such as changes resulting from suggested reallocation of tasks and budget by the Management Team
- the percentage of work package completion per work package as well as per Party to be reported to the Granting Authority based on the assessment by the Management Team regarding the individual performance of single Parties in case of non-completion of work packages

For any of the decisions under the following sections, the Steering Committee shall make a recommendation to the Board of Presidents, which shall retain the final authority to decide on the course of action:

Evolution of the consortium:

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

Breach, defaulting party status and litigation:

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

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

6.5 Coordinator

6.5.1

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.

6.5.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of the Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings, unless decided otherwise by the Steering Committee
- preparing the meetings and preparing the agenda of the Management Team
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2

- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
- entering into Non-Disclosure Agreements (NDAs) with third parties, including members of the International Advisory Network, on behalf of the consortium, when required to protect the confidentiality of information related to the Project. The NDA will be signed once all Parties have given their consent to the Coordinator.

6.5.3 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.

If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the Granting Authority to change the Coordinator

6.5.4

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.

6.5.5

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

6.6. Management Team

6.6.1 Members of the Management Team

The Management Team shall consist of the Secretary General, communications manager, quality assurance manager, community manager and all the work package leads.

SPOC's may also be invited to join the meetings of the Management Team, in case their presence is deemed necessary and/or useful. SPOC's only have an advisory role and do not have decision-making authority in the Management Team.

6.6.2. Meetings

The Coordinator shall chair all meetings of the Management Team, unless decided otherwise by a majority of the Management Team. The chairperson shall convene ordinary meetings of the Management Team at least 9 times per year and shall also convene extraordinary meetings (upon proposal of one member) at any time if needed for Project implementation.

Meetings of the Management Team are usually held by tele- or videoconference or other telecommunication means.

The chairperson of the Management Team meetings shall be responsible for taking minutes of each meeting. The chairperson shall send draft minutes to all members within 10 calendar days of the meeting.

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

Minutes of Management Team meetings, once accepted, shall be sent by the Coordinator to the Steering Committee for information.

6.6.3. Responsibilities

The Management Team shall be responsible for:

- Keeping track of the effective and efficient implementation of the Project, based on the consortium plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party;
- Evaluating suggestions of the work package leaders for the reallocation of tasks and budget in work packages;
- Making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the Steering Committee, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;
- Assessing reports presented by each work package leader, which have been compiled by the work package leader based on the internal progress reports;
- Assessing the status or completion of each work package and preparing the periodic reporting for the work packages together with the Coordinator;
- Proposing payment instalments to the Coordinator according to the outcomes of these assessments;
- Supporting the Coordinator in preparing meetings with the Granting Authority and in preparing related information and deliverables;
- Supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party's participation;
- Suggesting performance indicators for the determination of proper completion of work packages to the Steering Committee.

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Lump Sum Contributions

Each Party contributes with complete, reliable and true information to all reporting requirements regarding the completion of work packages and proper implementation. Moreover, adequate records and supporting documents must be provided by the Parties concerned upon request of the Granting Authority in line with the Grant Agreement. Each Party is solely liable for justifying its Lump Sum Contribution or share.

7.1.3 Funding Principles

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

Each party is responsible for ensuring that the Lump Sum Contributions received are used in accordance with all applicable local regulations and for the purposes they are intended for.

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 the Steering Committee assessed that the performance of a Party regarding the completion of one or several work packages is significantly lower than foreseen in Annex 1 of the Grant Agreement and that the Party received more funding than approved by the Granting Authority.

In case a Party has received excess payment, the Management Team has to inform the Coordinator and the Party has to 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 Lump Sum Contributions of the Project as identified Annex 2 of the Grant Agreement, until recovery from the breaching Party is possible. The Steering Committee decides on any legal actions to be taken against the breaching Party.

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

A Party leaving the consortium shall refund to the Coordinator any payments it has received except the amount of Lump Sum Contributions accepted by the Granting Authority at termination. After termination this Party is entitled to receive its Lump Sum Contribution as foreseen in Annex 2 of the Grant Agreement and approved by the Granting Authority at interim or final payment. The Coordinator will inform this Party accordingly upon payment of the final amount by the Granting Authority and distribute the amount due to the terminated Party.

In addition, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party's tasks as well as for additional efforts necessary to complete the respective work packages. The Steering Committee 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 Payment mode

The Coordinator will transfer payments in accordance with Art. 7 and 22.1 of the Grant Agreement following the payment scheme as mentioned in the Data Sheet.

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party except its Lump Sum Contributions already accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

8 Results

8.1 Ownership of Results

8.1.1. Background and Results shall have the same meaning in this Agreement as defined in the Grant Agreement.

This Agreement does not affect the rights to Background in any way. These rights remain with the Party contributing them to the Project or its licensor(s). No rights of use are permitted or deemed to be permitted under this Agreement, except as expressly set forth herein. The Parties shall treat each other's Background as Confidential Information in accordance with Article 9 of this Agreement.

Each of the Parties has the non-exclusive, royalty-free right to use the Background of the other Party(ies) to the extent necessary for the execution of the Project.

The Parties agree to negotiate in good faith any additional Access Rights to Background and Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

8.1.2. 'Results' means any tangible or intangible effect of the Project, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

Results are owned by the Party that generates them.

However, the Parties own results jointly if:

- they have jointly generated them and
- it is not possible to:
 - o establish the respective contribution of each Party, or
 - o separate the results for the purpose of applying for, obtaining, or maintaining their protection.

8.2 Joint ownership

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

Unless otherwise agreed:

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

The joint owners shall agree on all protection measures and the division of related 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".

If a Party joint-owner wishes to valorise Project Results (either Exclusive or Joint Ownership), it will request the prior written consent of the other Parties joint-owners. The other joint-owners shall grant their consent on terms to be agreed.

8.3.2

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.

8.3.3

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

8.4 Dissemination

8.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 9 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of Results

8.4.2.1

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

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

8.4.2.2

An objection is justified if

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

The objection has to include a precise request for necessary modifications

8.4.2.3

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

8.4.2.4

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

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Non-disclosure of information

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

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

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

9.3. The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

9.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- 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 9.7 hereunder.

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

9.6. Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

9.7. If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

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

10 Miscellaneous

10.1 Attachments, Inconsistencies and severability

This Consortium Agreement consists of this core text.

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

10.2 No representation, partnership or agency

Except as otherwise provided in this Consortium Agreement, 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.

10.3 Formal and written notices

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

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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 and 10.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

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

10.4 Assignment and amendments

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

10.5 Mandatory national law

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

10.6 Language

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

10.7 Applicable law

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

10.8 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 under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Each Party involved shall be entitled to initiate arbitration.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

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

11 Signatures

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.

THOMAS MORE KEMPEN VZW (TM)

Stijn Coenen

President

Date: 14/03/2025 elektronicky podepsáno

HOGSKOLAN I I HALMSTAD (HH)

Susanna Ohman

President

Date: 07/04/2025 elektronicky podepsáno

INSTITUTO POLITECNICO DE BEJA (IPB)

Marla de Fátima Nunes de Carvalho

President

Date: 14/03/2025 elektronicky podepsáno

MENDELOVA UNIVERZITA V BRNE (MEN)

Jan Mareš

Rektor

 elektronicky podepsáno 18.3.2025

PROFESSIONSHOJSKOLEN UNIVERSITY COLLEGE NORDJYLLAND (UNC)

Kristina Ostergaard Kristoffersen

Rector

Date: podepsáno 18.3.2025

SEIONAJOEN AMMATTIKORKEAKOULUOY (SEIN)

Jaakko Hallila

President

Date: podepsáno 20.3.2025

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STICHTING FONTYS (FON)

Joep Houterman

President

Date: podepsáno 10.4.2025

TECHNISCHE HOCHSCHULE DEGGENDORF (THD)

Waldemar Berg

President

Date: podepsáno 27.3.2025

VILNIAUS KOLEGIJA (VIKO)

Nijole Zinkevičienė

Vice Rector

Date: elektronicky podepsáno 17.3.2025