

Consortium Agreement



EDGES

Version 1 – June 2024

Based on DESCA – Model Consortium Agreement for Horizon Europe

AP Version 1 - July 2022

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Change Records

Version	Date	Changes
DESCA – Model Consortium Agreement for Horizon Europe AP Version 1	July 2022	For Horizon Europe projects in which Associated Partners are included as Parties of the Consortium Agreement
EDGES Consortium agreement - Version 1	June 2024	<p>Adaptation regarding MSCA – SE and EDGES specificities</p> <p><u>Added points:</u></p> <p>4.6 -Termination</p> <p>4.7 - Specific obligations during Secondments</p> <p>Attachment 6 – Grant Agreement</p> <p>Attachment 7 - Foreseen Secondments Table</p>

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1st of January 2024 hereinafter referred to as the Effective Date

BETWEEN:

1. UNIVERSIDADE NOVA DE LISBOA (UNL), PIC 960782479, established in Campus de Campolide, 1099-085 Lisbon, Portugal, VAT PT501559094, the Coordinator

2. UNIVERSITE PARIS NANTERRE (UPN), PIC 999866301, established in 200 Avenue de la Republique, Nanterre Cedex 92001, France,

3. UNIVERSIDAD PABLO DE OLAVIDE (UPO), PIC 999846513, established in Carretera de Utrera KM 1, Sevilla 41013, Spain,

4. PHILIPPS UNIVERSITAET MARBURG (UMR), PIC 999848938, established in Biegenstrasse 10, Marburg 35037, Germany, VAT DE112590692,

5. INSTITUTO DE CIENCIAS SOCIAIS, UNIVERSIDADE DE LISBOA (ICS-ULisboa), PIC 999885701, established in Av. Prof. Aníbal de Bettencourt 9, 1600-189 Lisbon, Portugal,

6. HELSINGIN YLIOPISTO (UH), PIC 999994535, established in Yliopistonkatu 3, Helsingin Yliopisto 00014, Finland,

7. UNIVERSITE LIBRE DE BRUXELLES (ULB), PIC 999986290, a teaching and research institution registered under Belgian laws, to which legal personality has been assigned by the law of 12 August 1911 modified by the law of 28 May 1970, registered under the company number 0 407 626 464 and located at Avenue Franklin Roosevelt 50, 1050 Brussels, Belgium, hereby duly represented by Mr. Daniele Carati, Head of the Research Department pursuant to the delegation of authority and signature granted by the Academic Board,

8. INTERMEDIA PRODUCCIONES SL (IPR), PIC 884472482, established in Calle de Luis Gongora 3, Bollullos de la Mitacion (Sevilla) 41110, Spain,

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

and

9. UNIVERSIDAD NACIONAL DE GENERAL SAN MARTIN (UNSAM), PIC 966956335, established in Martin de Irigoyen 3100, 1650, San Martin, Buenos Aires, Argentina

10. UNIVERSIDAD MAYOR DE SAN ANDRES (UMSA), PIC 999848162, established in Av Villazon 1995 Monoblock Central, n/a, La Paz, Bolivia,

11. UNIVERSIDAD ANDINA SIMON BOLIVAR (UASB-Q), PIC 986452171, established in Toledo N22 80 Y Ladron de Guevara, Quito, Ecuador,

12. PONTIFICIA UNIVERSIDAD CATOLICA DEL PERU (PUCP), PIC 997184736, established in Avenida Universitaria 1801 San Miguel, 15088, Lima, Peru,

13. UNIVERSIDAD DE LOS ANDES FUNDACION (UNIANDES), PIC 999846901, established in Carrera 1 18A-12, Bogotá DC, Colombia,

14. UNIVERSIDAD DE CHILE (UCH), PIC 999447067, established in Av. Libertador Bernardo O'Higgins 1058, 10, Santiago, Chile,

15. THE RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK (SUNY), PIC 985856494, established in State Street 35, 12201, Albany, New York, United States of America,

16. FUNDACAO UNIVERSIDADE DO AMAZONAS (FUA), PIC 972972469, established in Avenida General Rodrigo Octávio Jordão Ramos 3000, 69000000, Manaus, Brazil,

17. Universidade Federal do Pará (UFPA), PIC 992692084, established in Rua Augusto Corrêa 01, 66075-110, Belém, Brazil,

18. CENTRO DE INVESTIGACIONES Y ESTUDIOS SUPERIORES EN ANTROPOLOGIA SOCIAL (CIESAS), PIC 952494993, established in Juarez 87 Colonia Tlalpan, 14000, CDMX, México

19. THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS, PIC 999984253, a charity registered in Scotland (Registered Number SC013532) and having an office at College Gate, St Andrews, Fife, Scotland, KY16 9AJ (“**USTAN**”)

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

Entangling Indigenous Knowledges in Universities, in short, **EDGES**, GA 101130077

hereinafter referred to as “Project”

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Associated Partners”

means any legal entities listed as Associated Partner in Art. 9.1 of the Grant Agreement which participate in the action, but without the right to charge costs or claim contributions from the Granting Authority. APs may receive funding from their relevant national funding agencies. APs have to comply with the contractual provisions of this Consortium Agreement in the same way as the Beneficiaries unless stated otherwise in this Consortium Agreement

“Consortium Body”

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

“Consortium Plan”

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

“Granting Authority”

Means the European Union body awarding the grant for the Project.

“Defaulting Party”

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

“Needed”

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Secondment”

Secondment means a period during which a researcher is hosted by a Beneficiary or an Associated Partner other than his/her employing entity.

“Staff”

Staff means any employee from one of the participating entities.

2 Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

3 Entry into force, duration, and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

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

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or

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

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

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

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Specific responsibilities for Associated Partners

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

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

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

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

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

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

Moreover, subject to section 5.2, an Associated Partner is liable to 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 equivalent to its share of secondments, as a sending partner, as indicated in the Foreseen Secondments Table (Annex 7).

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.

4.3 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 declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.4 Involvement of third parties

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

4.5 Specific responsibilities regarding data protection

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

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

4.6 Termination

In case of termination or being declared a Defaulting Party, a Party 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 Partners tasks and the costs for additional efforts necessary to implement the Project.

4.7 Specific obligations during Secondments

During the Secondment period, the secondee shall remain employed by the Party by which he/she was recruited. The sending Party shall be solely responsible for the fulfillment of the obligations of Parties set out in Annex 5 of the Grant Agreement. The sending party must ensure that the secondee receives its monthly support, in accordance with the Party's own usual accounting and management principles and practices.

The Party hosting the secondee shall have no obligation or liability to the sending Party or to the secondee for any of the conditions set out in Annex 5 of the Grant Agreement (as annex 6 in this CA), including but not limited to liability to the sending Party or to the secondee for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.

The hosting Party shall communicate to and instruct the secondee in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the secondee enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

Any travel expenses of the secondee to seminars, workshops and other events for training purposes are borne by the sending Party, except as otherwise stated by the executive committee.

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, caused by a wilful act or gross negligence.

A Party's general aggregate liability towards the other Parties collectively shall be limited to once the amount equivalent to its share of secondments, as a sending partner, as indicated in the Foreseen Secondments Table (Annex 7).

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 as defined in Article 35 of the Grant Agreement.

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.

6 Governance structure

6.1 General structure

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

The **Steering Committee** is the decision-making body of the consortium.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

Three members of the Steering Committee will be elected each year by its members to participate in the **Executive Committee**. Besides voting in their representatives, the Steering Committee will supervise the accomplishment of the milestones and the planned secondments. For this, they will require the coordinators of each WP to submit an annual report of their activities and the status of their deliverables. The committee will also approve the following year's report and be informed of all official communications with the European Union. Among their responsibilities is approving annual reports of the administration and coordination in the signature of the Grant Agreement.

6.2 Members

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

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The Coordinator shall chair all meetings of the 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 exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the Steering Committee (6.3.7) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

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

6.3 Operational procedures for the Steering Committee:

6.3.1 Representation in meetings

Any Member:

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the Steering Committee at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

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

6.3.2.3 Sending the agenda:

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

6.3.2.4 Adding agenda items:

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

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

6.3.2.5

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

6.3.2.6

Meetings of the Steering Committee may also be held by tele- or videoconference or other telecommunication means.

6.3.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Steering Committee a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

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

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

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

6.3.4 Voting rules and quorum

6.3.4.1

The Steering Committee shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

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

6.3.4.2

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

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

6.3.4.3

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

6.3.5 Veto rights

6.3.5.1

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

6.3.5.2

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

6.3.5.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

6.3.5.4

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

6.3.5.5

In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

6.3.5.6

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

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

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

6.3.6.2

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

6.3.6.3

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

6.3.7 Decisions of the Steering Committee

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
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

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

Breach, defaulting party status and litigation

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

Appointments

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

- Scientific Committee and Social Advisory Board Members

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.

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Granting Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

EDGES comprises daily management by the Project Coordinator and two internal coordinators. Alongside three representatives of the Steering Committee, they will make up the Executive Committee. This committee will meet each month. Among its duties will be the approval of secondments and internal expenses of the project, the preparation of Progress Reports and an annual activities report, preparing meetings with the Steering Committee and the relationship with the Scientific Committee and the Social Advisory Board. They will also remain in constant contact with the WP Leaders responsible for submitting promised deliverables.

6.4.2

In particular, the Coordinator shall be responsible for:

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

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

6.4.3

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

6.4.4

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

6.4.5

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

6.5 Scientific Committee (SC) and a Social Advisory Board (SAB)

A Scientific Committee (SC) and a Social Advisory Board (SAB) will be appointed and steered by the Steering Committee. The SC and SAB shall assist and facilitate the decisions made by the Steering Committee.

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

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

By way of exception to Section 6.4.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the SC and SAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the SC and SAB. The NDA for the SC and SAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

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

7 Financial provisions

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

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- 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.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Excess payments

A Beneficiary has received excess payment

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

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.

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

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 it has received except the amount of contribution accepted by the Granting Authority or another contributor.

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 Parties in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The 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 Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Article 22 of the Grant Agreement, no Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

7.2.2

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

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.

The Coordinator is entitled to withhold any payments due to a Beneficiary 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 Beneficiary declared as a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

7.3 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3.1. Budget Management

Beneficiaries agree that 300 EUR for each secondment of one person/month from Category B Institutional Contributions: B.1 Research, Training and Networking costs will be set aside to manage

internal and additional expenses, including travel support and accommodation to indigenous researchers.

The Executive Committee approves each secondment and is also responsible for the approval of the expenses related to the 300 EUR. The request for these expenses must be submitted by each beneficiary at least 45 days in advance.

7.3.2. Management of Contributions

7.3.2.1. **A. Contributions for seconded staff members** is a top-up allowance to be fully used to support travel, accommodation and subsistence costs for the staff member during the secondment. The contribution for seconded staff members can be managed centrally to pay for the costs linked to the individual staff member on secondment (travel, accommodation, etc.) or be paid directly to the staff member or a combination of the two approaches. On request, the beneficiaries must be able to show that the full amount of this contribution was used for the direct benefit of the seconded staff member.

7.3.2.2. **B. Institutional contributions**: is deemed to cover the research, training, transfer of knowledge, networking, management, and indirect costs linked to the secondment of each staff member and overall project implementation according to the activities planned in the Annex 1 of the grant agreement.

If Institutional Contributions remain unused after the secondment, the beneficiaries agree that the costs of eligible secondments reimbursed under Category B Institutional Contribution can also be used to:

- Cover the additional costs linked to the management of the project
- Cover general networking and training events within the project (e.g. organize kick-off meeting, review meeting, conferences, etc.)
- Be reshuffled amongst different secondments depending on the financial necessities of each
- Cover additional travel and subsistence costs (ex: for secondments to certain countries where travel and subsistence costs can be more expensive than the contribution granted under category A) provided that this does not prevent the implementation of the R&I of the project (ex: funds should remain available to cover the research, training and networking activities planned).

The above financial arrangements are purely internal, and each beneficiary remains bound to report under its own financial statements the contributions calculated according to the actual duration of secondments of its own staff seconded to other participants plus the secondments of staff from third country partners to its organisation.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

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

Unless otherwise agreed:

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

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

8.3 Transfer of Results

8.3.1

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

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section “Transfer of ownership”, 3rd paragraph.

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to the list of third parties identifies after signature of this Consortium Agreement requires a decision of the Steering Committee.

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

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

8.4.2.2

An objection is justified if

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

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

8.4.2.3

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

8.4.2.4

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

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Access Rights

9.1 Background included

9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the Steering Committee is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

9.4.2

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

9.4.3

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

9.5 Access Rights for entities under the same control

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

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to

the latter's entity under the same control. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Steering Committee to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

10 Non-disclosure of information

10.1 Confidentiality

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

10.2 Non-disclosure

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

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

10.3 Obligations

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

10.4 Exceptions

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5 Care

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

10.6 Notice

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

10.7 Statutory disclosure

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for Scientific Committee / Social Advisory Board agreed under Section 6)
- Attachment 6 Grant Agreement
- Attachment 7 Intended Secondments Table

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

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Formal and written notices

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

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.3, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.3.7 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

11.8.1. WIPO Mediation Followed, in the Absence of a Settlement, by Court Litigation

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

11.8 1.1. WIPO Mediation Followed, in the Absence of a Settlement, by Court Litigation

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

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.

1. UNIVERSIDADE NOVA DE LISBOA (UNL)

Signature



Name: Luis Antonio Vicente Baptista

Title: NOVA FCSH Director

Date:

2. UNIVERSITE PARIS NANTERRE (UPN)

Signature



Name: Caroline Rolland-Diamond

Title: President

Date: 12/07/2024

3. UNIVERSIDAD PABLO DE OLAVIDE (UPO)

Signature



Name: Antonia Jiménez Rodríguez

Title: Vice-Rector for Research, Transfer & Doctorate

Date: July 10, 2024

4. PHILIPPS UNIVERSITÄT MARBURG (UMR)

On behalf of Philipps-Universität Marburg:

Signature:



Name: Thomas Nauss

Title: President

Date:

Acknowledged and agreed:

Signature



Name: Ernst Halbmayer

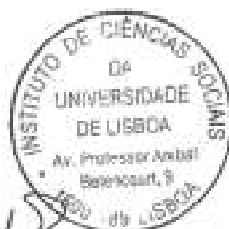
Title: Principal Investigator

Date: 18.7.2024

5. INSTITUTO DE CIENCIAS SOCIAIS, UNIVERSIDADE DE LISBOA (ICS-ULisboa)

Signature


Name: Marina Costa Lobo



Title: ICS-ULisboa Director

Date: 17/07/2024

6. HELSINGIN YLIOPISTO (UH)

Signature



Name: Pirjo Hildenmaa

Title: The dean of Faculty of Arts

Date: 15 July 2024

Signature



Name: Pirjo Kristina Virtanen

Title: Director of Indigenous Studies

Date: 12th July, 2024

7. UNIVERSITE LIBRE DE BRUXELLES (ULB)

Signature:



Name: Daniele Carati

Title: Director of the Research Department

Date:

8. INTERMEDIA PRODUCCIONES SL (IPR)

Signature

A handwritten signature in black ink, appearing to read 'Miguel Paredes', with a long horizontal stroke extending to the right.

Name: Miguel Paredes

Title: Administrador

Date: 12th July 2024

Y

9. UNIVERSIDAD NACIONAL DE GENERAL SAN MARTIN (UNSAM)

Signature


Name: Dr. Carlos Greco

Title: Rector

Date:

10. UNIVERSIDAD MAYOR DE SAN ANDRES (UMSA)

Signature


María Eugenia García Moreno Ph.D.
RECTORA
UNIVERSIDAD MAYOR DE SAN ANDRÉS



Name: María Eugenia García Moreno

Title: Rectora

Date:

19/07/2024

11. UNIVERSIDAD ANDINA SIMON BOLIVAR (UASB-Q)

Signature



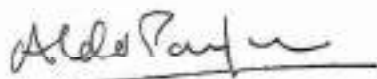
Name: Enrique Ayala Mora DPhil Oxon

Title: President, Colegio de América, Sede Latinoamericana / Universidad Andina Simón Bolívar, Sede Ecuador

Date: 19 / 07 / 2024

12. PONTIFICIA UNIVERSIDAD CATOLICA DEL PERU (PUCP)

Signature



Name: Aldo Panfichi Huamán

Title: Legal Representative

Date: 19/07/24



13. UNIVERSIDAD DE LOS ANDES FUNDACION (UNIANDES)

Signature




Name: Jimena Hurtado Prieto

Title: Vice President for Research

Date: 18/07/24

14. UNIVERSIDAD DE CHILE (UCH)

Signature



Name: Raúl Villarroel Soto

Title: Decano de la Facultad de Filosofía y Humanidades

Date: 13-08-2024

15. THE RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK (SUNY)

Signature

Partner excluded from the consortium

Name:

Title:

Date:

16. FUNDAÇÃO UNIVERSIDADE DO AMAZONAS (FUA)

Signature



Name: Sylvio Mário Puga Ferreira

Title: Rector

Date:

17. UNIVERSIDADE FEDERAL DO PARÁ (UFPA)

Signature



Gilmar Pereira da Silva
Reitor da UFPA



Name: Gilmar Pereira da Silva

Title: Rector

Date: 27/01/2025

**18. CENTRO DE INVESTIGACIONES Y ESTUDIOS SUPERIORES EN ANTROPOLOGIA SOCIAL
(CIESAS)**

Signature



Name: Carlos Macías Richard

Title: General Director

Date: August 22, 2024.

19. THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS (USTAN)

Signature

David James Stevenson
David James Stevenson (Jul 12, 2024 13:15 GMT+1)

Name: David James Stevenson

Title: Senior Business Development Manager

Date: 12-Jul-2024

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 **UNIVERSIDADE NOVA DE LISBOA (UNL)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **UNIVERSIDADE NOVA DE LISBOA (UNL)**, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 2

As to **UNIVERSITE PARIS NANTERRE (UPN)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIVERSITE PARIS NANTERRE (UPN)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 3

As to **UNIVERSIDAD PABLO DE OLAVIDE (UPO)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIVERSIDAD PABLO DE OLAVIDE (UPO)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 4

As to **PHILIPPS UNIVERSITAET MARBURG (UMR)**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Unpublished research results of Prof. Halbmayer’s Research Group	Access Rights will be granted in accordance with the Grant Agreement and this Consortium Agreement exclusively for non-commercial research within this research project.	Access Rights will be granted in accordance with the Grant Agreement and this Consortium Agreement exclusively for non-commercial research within this research project.

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

PARTY 5

As to **INSTITUTO DE CIENCIAS SOCIAIS (ICS-ULisboa)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of INSTITUTO DE CIÊNCIAS SOCIAIS, UNIVERSIDADE DE LISBOA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 6

As to **HELSINGIN YLIOPISTO (UH)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **HELSINGIN YLIOPISTO** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 7

As to **UNIVERSITE LIBRE DE BRUXELLES (ULB)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIVERSITE LIBRE DE BRUXELLES (ULB)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 8

As to **INTERMEDIA PRODUCCIONES SL (IPR)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of INTERMEDIA PRODUCCIONES, S.L. is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 9

As to **UNIVERSIDAD NACIONAL DE GENERAL SAN MARTIN (UNSAM)**, it is agreed between the Parties that, to the best of their knowledge

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Unpublished research results of the team members	Access Rights will be granted in accordance with the Grant Agreement and this Consortium Agreement exclusively for non-commercial research within this research project.	Access Rights will be granted in accordance with the Grant Agreement and this Consortium Agreement exclusively for non-commercial research within this research project.

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

PARTY 10

As to **UNIVERSIDAD MAYOR DE SAN ANDRES (UMSA)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **Universidad Mayor de San Andres** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 11

As to **UNIVERSIDAD ANDINA SIMON BOLIVAR (UASB-Q)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **Universidad Andina Simón Bolívar (UASB-Q)** is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 12

As **PONTIFICIA UNIVERSIDAD CATOLICA DEL PERU (PUCP)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **PONTIFICIA UNIVERSIDAD CATOLICA DEL PERU (PUCP)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 13

As to **UNIVERSIDAD DE LOS ANDES FUNDACION (UNIANDES)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **UNIVERSIDAD DE LOS ANDES** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”,

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

PARTY 14

As to **UNIVERSIDAD DE CHILE (UCH)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UNIVERSIDAD DE CHILE** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 15

As to **THE RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK (SUNY)**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **The Research Foundation of State University Of New York** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 16

As to **FUNDACAO UNIVERSIDADE DO AMAZONAS (FUA)**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Oral knowledge and unpublished results from indigenous researchers on the FUA team	The use of the oral knowledge of FUA's indigenous researchers during the project can only be done with the consent of the parties. Access Rights will be granted in accordance with the Grant Agreement and this Consortium Agreement exclusively for non-commercial research within this research project.	

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

PARTY 17

As to UNIVERSIDADE FEDERAL DO PARÁ (UFPA), it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Oral knowledge and unpublished results from indigenous researchers of the UFPA team	The use of the oral knowledge of UFPA's indigenous researchers during the project can only be done with the consent of the parties. Access Rights will be granted in accordance with the Grant Agreement and this Consortium Agreement exclusively for noncommercial research within this research project	Law no. 13.123 of May 20, 2015, of the Federative Republic of Brazil, on access to genetic heritage, protection and access to associated traditional knowledge and the sharing of benefits for the conservation and sustainable use of biodiversity, will be respected.

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



Lúmar Pereira da Silva
Reitor da UFPA

PARTY 18

As to **CENTRO DE INVESTIGACIONES Y ESTUDIOS SUPERIORES EN ANTROPOLOGIA SOCIAL (CIESAS)** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **Centro de Investigaciones y Estudios Superiores en antropologia Social (CIESAS)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 19

As to **THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS (USTAN)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS (USTAN)** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

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

Attachment 5: NDA for Scientific Committee / Social Advisory Board agreed under Section 6

Non-Disclosure Agreement

I hereby undertake to treat as confidential all and any information that I receive while participating in the Scientific Committee / Social Advisory Board of EDGES - Entangling Indigenous Knowledges in Universities (GA 101130077), to use this information solely for the purpose of the activities of Scientific Committee / Social Advisory Board, not to disclose it to any third party and not to make it publicly available or accessible in any way, except with the prior written consent of the EDGES Consortium.

I understand that this non-disclosure agreement is binding toward the EDGES Consortium who has proposed me as Advisor and towards (and for the benefit of) any of the Parties of the EDGES Consortium. Furthermore, I understand that this non-disclosure agreement concerns all and any information in any form that comes to my knowledge during my participation in the Scientific Committee / Social Advisory Board of the EDGES project. I understand that I shall be bound by this non-disclosure agreement as of the date of my signature of this obligation and that I shall be bound by it even after my participation in the work of the Scientific Committee / Social Advisory Board of the EDGES project has ended.

Date and Place

Signature: _____

Name:

Title/Function:

Attachment 6: Grant Agreement

[Grant Agreement - GAP-101130077.pdf](#)

Attachment 7: Foreseen Secondments Table

Summary of secondment months per sending partner (beneficiaries and associated partners)						
Partner N°	Partner Name	Country	Country Group	Academic Sector	Total Number of Secondment Months, as a sending partner	Total amount
1	UNL	PT	EU/AC	Y	29	133 400,00 €
2	UPN	FR	EU/AC	Y	28	128 800,00 €
3	UPO	ES	EU/AC	Y	28	128 800,00 €
4	UMR	DE	EU/AC	Y	18	82 800,00 €
5	ICS-Lisboa	PT	EU/AC	Y	27	124 200,00 €
6	UH	FI	EU/AC	Y	33	151 800,00 €
7	ULB	BE	EU/AC	Y	28	128 800,00 €
8	IPR	ES	EU/AC	N	12	55 200,00 €
9	UNSAM	AR	TC	Y	22	101 200,00 €
10	UMSA	BO	TC	Y	20	92 000,00 €
11	UASB-Q	EC	TC	Y	16	73 600,00 €
12	PUCP	PE	TC	Y	20	92 000,00 €
13	UNIANDES	CO	TC	Y	21	96 600,00 €
14	UCH	CL	TC	Y	4	18 400,00 €
15	SUNY	US	TC	Y	4	18 400,00 €
16	FUA	BR	TC	Y	8	36 800,00 €
17	UFPA	BR	TC	Y	8	36 800,00 €
18	CIESAS	MX	TC	Y	8	36 800,00 €
19	USTAN	UK	TC	Y	28	128 800,00 €



ACORDO Nº 1/2025 - REITORIA (11.01)

(Nº do Protocolo: NÃO PROTOCOLADO)

(Assinado digitalmente em 28/01/2025 10:04)

SANDRA MARIA BARROSO DE ALMEIDA

ASSISTENTE EM ADMINISTRACAO

SECGERAL (11.77)

Matricula: ###77#2

Visualize o documento original em <https://sipac.ufpa.br/documentos/> informando seu número: **1**, ano: **2025**, tipo:
ACORDO, data de emissão: **28/01/2025** e o código de verificação: **fd712b03d2**

EDITAL DIFOR/FUNDAJ Nº 1/2025

Edital Difor/Fundaj Nº 01/2025, inscrição, seleção e matrícula nos cursos de curta duração oferecidos pela DIFOR/FUNDAJ. - Objeto: A DIRETORIA DE FORMAÇÃO PROFISSIONAL E INOVAÇÃO DA FUNDAÇÃO JOAQUIM NABUCO, no uso de suas atribuições legais, torna público o presente Edital, contendo normas, rotinas e procedimentos que orientam a inscrição, seleção e matrícula para os Cursos de Curta Duração. Informamos, ainda, que as inscrições são gratuitas e devem ser realizadas por meio do preenchimento de formulário eletrônico disponível no link: <https://forms.gle/c2BsTgz7tRqYChCj6>, no período de 20 de fevereiro à 16 de março. O edital está disponível na íntegra no site da Fundação Joaquim Nabuco/Fundaj no endereço eletrônico: <https://www.gov.br/fundaj/pt-br/composicao/difor/editais>.

ANA DE FÁTIMA PEREIRA DE SOUSA ABRANCHES
Diretora de Formação Profissional e Inovação

FUNDAÇÃO UNIVERSIDADE DO AMAZONAS

EXTRATO DE PROTOCOLO DE INTENÇÃO

Espécie: Extrato do Protocolo de Intenção celebrado entre a FUNDAÇÃO UNIVERSIDADE DO AMAZONAS, CNPJ Nº 04.378.626/0001-97, e as instituições: UNIVERSIDADE NOVA DE LISBOA; UNIVERSITE PARIS NANTERRE; UNIVERSIDAD PABLO DE OLAVIDE; PHILIPPS UNIVERSITAET MARBURG; INSTITUTO DE CIENCIAS SOCIAIS - UNIVERSIDADE DE LISBOA; HELSINGIN YLIOPISTO; UNIOVERSITE LIBRE DE BRUXELLES; INTERMEDIA PRODUCCIONES; UNIVERSIDAD NACIONAL DE GENERAL SAN MARTIN; UNIVERSIDAD MAYOR DE SAN ANDRES; UNIVERSIDAD ANDINA SIMON BOLIVAR; PONTIFICIA UNIVERSIDAD CATOLICA DEL PERU; UNIVERSIDAD DE LOS ANDES FUNDACION; UNIVERSIDAD DE CHILE; UNIVERSIDADE FEDERAL DO PARÁ; CENTRO DE INVESTIGACIONES Y ESTUDIOS SUPERIORES EN ANTROPOLOGIA SOCIAL; THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS. Objeto: participar do Projeto EDGES (Entangling Indigenous Knowledges in Universities). Data da assinatura: 07/02/2025. Assinado por: Sylvio Mário Puga Ferreira, Presidente do Conselho Diretor da Fundação Universidade do Amazonas, e os representantes das instituições.

FUNDAÇÃO UNIVERSIDADE FEDERAL DO ACRE

EDITAL DE NOTIFICAÇÃO Nº 14/2025

A Pró-Reitoria de Administração da Universidade Federal do Acre vem por meio da presente NOTIFICAÇÃO, reiterar apresentação à empresa EBENEZER EIRELI, CNPJ 11.976.654/0001-71, na pessoa do seu Representante Legal, o OFÍCIO Nº 8/2025/CFECC/DCC/PRAD/UFAC (SEI 1550758), para apresentação de justificativas quanto à conduta que ensejou abertura do procedimento específico de apuração e aplicação de penalidades (DEFESA PRÉVIA):

Resumo dos fatos A abertura do processo específico decorreu dos seguintes fatos:	Referência Legal/ Edital/ Contrato A irregularidade na execução contratual pela Contratada, possui correlação com os seguintes dispositivos infringidos:	Sanções Correlatas São previstas para os fatos as seguintes sanções, as quais a Contratada, se restar comprovada a infringência, poderá ser sancionada: TERMO DE REFERÊNCIA (SEI 1550850): 21. GARANTIA DA EXECUÇÃO 21.1 O adjudicatário prestará garantia de execução do contrato, nos moldes do art. 56 da Lei nº 8.666, de 1993, com validade durante a execução do contrato e por 90 (noventa) dias após o término da vigência contratual, em valor correspondente a 5% (cinco por cento) do valor total do contrato. 21.2 No prazo máximo de 10 (dez) dias úteis, prorrogáveis por igual período, a critério do contratante, contados da assinatura do contrato, a contratada deverá apresentar comprovante de prestação de garantia, podendo optar por caução em dinheiro ou títulos da dívida pública, seguro-garantia ou fiança bancária. 21.2.1 A inobservância do prazo fixado para apresentação da garantia acarretará a aplicação de multa de 0,07% (sete centésimos por cento) do valor total do contrato por dia de atraso, até o máximo de 2% (dois por cento). 21.2.2 O atraso superior a 25 (vinte e cinco) dias autoriza a Administração a promover a rescisão do contrato por descumprimento ou cumprimento irregular de suas cláusulas, conforme dispõem os incisos I e II do art. 78 da Lei n. 8.666 de 1993.
Não apresentação de garantia de execução contratual (SEI 1529295).	TERMO DE REFERÊNCIA (SEI 1550850): 22. DAS SANÇÕES ADMINISTRATIVAS 22.1. Comete infração administrativa nos termos da Lei nº 10.520, de 2002, a CONTRATADA que: 22.2. Inexecutar total ou parcialmente qualquer das obrigações assumidas em decorrência da contratação;	

Isto posto, fica essa empresa Notificada para, em querendo, apresentar DEFESA PRÉVIA, NO PRAZO MÁXIMO DE 05 (CINCO) DIAS ÚTEIS, A CONTAR DA DATA DA PUBLICAÇÃO DESTA NOTIFICAÇÃO, de modo que a resposta seja encaminhada à Diretoria de Contratos e Convênios, no endereço eletrônico dcc.prad@ufac.br, ou cfecc.prad@ufac.br, tendo em vista que a avaliação do setor competente indicou ser o caso de aplicação de sanções administrativas previstas, conforme disposições contidas na Seção I, Capítulo IV, da Lei nº. 8.666, de 21 de junho de 1993, e na Lei nº 10.520, de 17 de julho de 2002, e seus Regulamentos.

A publicação desta notificação se dá pelo motivo do interessado, após tentativa de comunicação via postal sem retorno.

O processo será impulsionado de Ofício, independentemente, de apresentação de defesa, artigo 2º, XII, da Lei nº. 9.784/1999.

Por fim, informamos que juntamente com a respectiva Notificação será enviada cópia integral dos autos do Processo Administrativo nº. 23107.004752/2025-13, podendo ainda, haver consulta no Sistema Eletrônico de Informações (SEI), no link "Pesquisa Pública", disponível na página da Universidade Federal do Acre na internet (<http://www.ufac.br/>).

Responder via e-mail cfecc.prad@ufac.br ou dcc.prad@ufac.br

Rio Branco - Acre, 12 de fevereiro 2025.

ADRIANO SOUSA DA SILVA

Coordenador de Fiscalização e Execução de Contratos e Convênios da UFAC.

PRÓ-REITORIA DE ADMINISTRAÇÃO

AVISO DE LICITAÇÃO
PREGÃO ELETRÔNICO Nº 90042/2024 - UASG 154044

Nº Processo: 23107.016026/2024. Objeto: Contratação de empresa especializada para prestação de serviços de editoração de livros, para atender as demandas da Universidade Federal do Acre - UFAC.. Total de Itens Licitados: 2. Edital: 13/02/2025 das 08h00 às 17h59. Endereço: Br 364 - Km 04 - Distrito Industrial (campus Universitário), - Rio Branco/AC ou <https://www.gov.br/compras/edital/154044-5-90042-2024>. Entrega das Propostas: a partir de 13/02/2025 às 08h00 no site www.gov.br/compras. Abertura das Propostas: 28/02/2025 às 11h00 no site www.gov.br/compras.

JADER GAUER
Pregoeiro

(SIASGnet - 12/02/2025) 154044-15261-2024NE800066

AVISO DE LICITAÇÃO
PREGÃO ELETRÔNICO Nº 90201/2025 - UASG 154039

Nº Processo: 23105005224202411. Objeto: Prestação do Serviço de Apoio Administrativo, contínuo e com dedicação de mão de obra exclusiva para atendimento das demandas do Instituto de Natureza e Cultura - INC e Residência Universitária - RUNI, da Universidade Federal do Amazonas, na cidade de Benjamin Constant/AM. . Total de Itens Licitados: 1. Edital: 13/02/2025 das 08h00 às 12h00 e das 14h00 às 17h59. Endereço: a Rua 1º de Maio, N.º 05, Colônia - Benjamin Constant/AM ou <https://www.gov.br/compras/edital/154039-5-90201-2025>. Entrega das Propostas: a partir de 13/02/2025 às 08h00 no site www.gov.br/compras. Abertura das Propostas: 27/02/2025 às 10h00 no site www.gov.br/compras. Informações Gerais: .

ROSINEY BEZERRA DE OLIVEIRA
Pregoeiro

(SIASGnet - 11/02/2025) 154039-00001-2025NE000242

PRÓ-REITORIA DE GESTÃO DE PESSOAS

EXTRATO DE DISTRATO

Espécie: Termo de Distrato. Locatária: Universidade Federal do Amazonas. Locador: MARCO AURELIO SARTIM. Objetivo: Rescisão do Contrato de Locação de Serviços no 160/2024-V. Firmado em 21/08/2024. Rescindir a partir de 07/01/2025. Assinado em 12/02/2025. MARCO AURELIO SARTIM - locador e MARIA VANUSA DO SOCORRO DE SOUZA FIRMO - locatário.

FUNDAÇÃO UNIVERSIDADE DE BRASÍLIA
DECANATO DE GESTÃO DE PESSOAS

EXTRATO DE RESCISÃO

ESPÉCIE: Termo de Rescisão do Contrato nº 234/2023 - Lei 8.745, de 09/12/1993, Processo nº 23106.119477/2023-80; CONTRATANTE: Universidade de Brasília - UNB; CONTRATADO: SORAYA GONÇALVES BERNARDINO DA SILVA; OBJETO: Rescisão de Contrato referente a Professor Substituto, por iniciativa da contratante. DATA DA RESCISÃO: 14/02/2025. PETERSON GÓES SILVA, Decano de Gestão de Pessoas

FUNDAÇÃO UNIVERSIDADE FEDERAL DO AMAPÁ

EXTRATO DE CONTRATO Nº 6/2025 - UASG 154215

Nº Processo: 23125.001768/2024-35. Dispensa Nº 90011/2024. Contratante: FUNDACAO UNIVERSIDADE FEDERAL DO AMAPA. Contratado: 10.857.422/0001-31 - R & R SANTOS LTDA. Objeto: Contratação de serviço de outsourcing de impressão na modalidade de franquia mensal de páginas mais excedente, que consiste na fixação de um valor fixo que abrange o fornecimento do equipamento, insumos(papel a4, tonner e grampos) e uma quantidade mínima de páginas, sendo cobrado o excedente quando ultrapassada a franquia destinados a atender as necessidades do departamento de processos seletivos e concursos da universidade federal do amapá, nos termos da tabela abaixo, conforme condições, quantidades e exigências estabelecidas no termo de referência..

Fundamento Legal: LEI 14.133/2021 - Artigo: 75 - Inciso: II. Vigência: 30/01/2025 a 30/01/2026. Valor Total: R\$ 14.520,00. Data de Assinatura: 30/01/2025.

(COMPRASNET 4.0 - 12/02/2025).

