

**CLEANWATER PROJECT  
101131382  
CONSORTIUM AGREEMENT**

**GRANT AGREEMENT NO. 101131382**

**CLEANWATER**

**CONSORTIUM AGREEMENT**

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## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon Europe: Marie Skłodowska-Curie Actions (2021-2027)" (hereinafter referred to as "Rules for Participation"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 1<sup>st</sup> of January 2024, hereinafter referred to as the Effective Date

### BETWEEN:

**UNIVERSIDAD DE ALICANTE (UALI), PIC 999895886, established in CAMPUS DE SANVICENTE RASPEIG, ALICANTE 03690, Spain**

as the Coordinator,

**BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM (BME), PIC 999904228, established in MUEGYETEM RAKPART 3, BUDAPEST 1111, Hungary,**

as Beneficiary 2; and

**UNIwersytet Marii Curie-Skłodowskiej (UMCS), PIC 999618272, established in PL MARIi CURIE SKŁODOWSKIEJ 5, LUBLIN 20 031, Poland,**

as a Beneficiary 3; and

**USTAV GEOTECHNIKY SLOVENSKEJ AKADEMIE VIED (UGT SAV), PIC 988300021, established in WATSONOVA 45, KOSICE SEVER 04001, Slovakia,**

as Beneficiary 4; and

**ENVIRONCENTRUM SRO (ENV), PIC 970660474, established in RASTISLAVOVA 58, KOSICE 04001, Slovakia,**

as Beneficiary 5; and

**INSTITUTE OF ENVIRONMENTAL GEOCHEMISTRY OF THE NATIONAL ACADEMY OF SCIENCES OF UKRAINE (IGNS), PIC 953812253, established in PALLADINA AVE 34 A SVIATOSHYN DISTRICT, KYIV 03142, Ukraine,**

as Beneficiary 6; and

**TOV NAUKOVO VYROBNICHE PIDRIEMSTVOTEHNOLOGIKA (TECNOLOGIKA), PIC 928624845, established in VULYTSIA GREKOVA 15A OF. 20, KYIV 04060, Ukraine**

as Beneficiary 7; and

**SCIENTIFIC ENGINEERING GROUP PULSAR LLC (Pulsar LLC), PIC 898298474, established in PIVNICHNA 3, KYIV 04214, Ukraine,**

as Beneficiary 8; and

UNIVERSITATEA DE STAT DIN MOLDOVA (USM), PIC 996760361, established in STR A. MATEEVICI 60, CHISINAU 2009, Moldova,

as a Beneficiary 9; and

the following Associated Partners:

KAZAKH NATIONAL RESEARCH TECHNICAL UNIVERSITY AFTER K I SATPAYEV (KazNTU), PIC 923149680

as Associated Partner 1,

TECNOLOGICO NACIONAL DE MEXICO (TecNM), PIC 918939589

as Associated Partner 2,

KINGSTON UNIVERSITY HIGHER EDUCATION CORPORATION (KU), PIC 999864652

as Associated Partner 3,

ADVANCED NANOSTRUCTURED MATERIALS DESIGN AND CONSULTANCY (ANAMAD) LIMITED (ANAMAD), PIC 906902277

as Associated Partner 4.

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

relating to the Action entitled

***Multifunctional sustainable adsorbents for water treatment assisted with plasma technologies and for health protection from xenobiotics***

in short

## **CLEANWATER**

hereinafter referred to as "Project"

### **WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon Europe: Marie Skłodowska-Curie Actions (2021-2027) under the funding scheme of *Marie Skłodowska-Curie Research and Innovation Staff Exchanges*.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Funding Authority (hereinafter "Grant 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 Rules for Participation or in the Grant Agreement including its Annexes.

### 1.2. Additional Definitions

#### **"Work Plan"**

Work 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 governance structure.

#### **"Funding Authority"**

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

#### **"Defaulting Party"**

Defaulting Party means a Party which the Governance structure has identified 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.

#### **"Home Organisation"**

Home Organisation means the Party sending the Secondee to the Host Organisation.

#### **"Host Organisation"**

Host Organisation means the Party hosting the Secondee arriving to its facilities.

#### **"Secondee"**

Secondee means Early-Stage Researcher(s), Experienced Researcher(s), administrative (ADM) staff, managerial (MNG) staff and/or technical (TECH) staff (as the case may) who are nominated by their seconding Party to take part in the Secondment(s) in accordance with the GA. Such Staff Member must have been actively engaged in or linked to research and/or innovation activities at the seconding Party for at least six months (full-time equivalent) prior to the start date of the first Secondment Period.

#### **"Secondment Period"**

Secondment Period means a period during which the Secondee is hosted by a Party other than his/her Home Organisation.

**"Beneficiary"**: European Union or Associated Country member of the consortium (signs the GA and claim costs directly from the EC).

**"Associated Partner"**: Non-European Country (Third Country) member of the consortium (does not sign the GA and does not claim costs from de EC).

**"Party"**: Any member of the consortium (either EU/AC or TC).

## 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.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 6 – Accession Document) 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 terminated, or
- A Party's participation in the Grant Agreement is terminated,

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

### 3.3. Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Governance structure and the leaving Party. This includes the obligation to provide all 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, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by the governance structure to carry out its tasks.

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

Each Party shall ensure that Secondees are selected and appointed according to eligibility rules and the research activities are carried out in accordance with the Grant Agreement.

#### 4.2. Performance of the research activities

Each Party shall ensure that the research activities in its facilities are carried out in accordance with the ethical framework of the Horizon Europe: Marie Skłodowska-Curie Actions (2021-2027), all applicable legislation and any relevant future legislation. Furthermore, the Parties shall ensure that their secondees and staff members conduct the research with respect to good scientific practice, good laboratory practice and other related guidelines and observe the provisions in the Grant Agreement.

#### 4.3. Breach

In the event that a responsible Partnership Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Governance structure, 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 Governance structure 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) 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. It 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. Performance of the secondments

The Parties agree to obey the following obligations as well as the obligations of the Grant Agreement in the performance of the secondments under the Project. These obligations are independent of the funding of a particular secondment and apply equally to all secondments performed under the Project.

The number and duration of the secondments is outlined in Annex 1 of the Grant Agreement. A single Secondment Period may be split into several stays (by the same Secondee from the same Home Organisation to the same Host Organisation), if deemed necessary between the respective Home Organisation and Host Organisation for achieving the objectives of the Project. In case those splits do not exceed the maximum duration of the that Secondment Period as provided in Annex 1, the Parties shall inform about and give justification for the aforementioned arrangement to the Coordinator in writing.

It is the responsibility of each Party to ensure that the seconded people are considered as staff based on applicable national law or internal practices. Furthermore, the Parties must ensure that the Secondee have the relevant expertise to participate in the Project. The profiles of the staff to be seconded must be in line with the tasks and objectives described in Annex 1 of the Grant Agreement. Each Secondee shall remain employed by his/her Home Organisation during the whole duration of the Secondment Period. No employment contract or other similar relationship shall be constituted between the Host Organisation and the Secondee arriving to its facilities. The Home Organisation shall be liable for the salaries of the Secondee might be receiving and shall ensure that it will be paid to him/her during the Secondment Period. Each Home Organisation ensures the right of the Secondee to return to his/her Home Organisation after the Secondment Period.

Host Organisation shall host the Secondee during the Secondment Period. Host Organisation shall ensure that throughout the duration of the Secondment Period, the Secondee is provided with the means, including the infrastructure, equipment, and products, for implementing the Project in the scientific and technical fields concerned. Host Organisation shall ensure that the Secondee enjoys at least the same standards and working conditions as those applicable to local persons holding similar position.

Both Host Organisation and Home Organisation shall ensure that reasonable assistance is provided to the Secondee in all administrative procedures required by the relevant authorities of the Home Organisation as well as in all administrative procedures necessary for the secondment, such as visas and work permits required by the relevant authorities of the country of the Host Organisation.

Both Host Organisation and Home Organisation shall ensure that the Secondee devotes himself/herself full-time to the research activities during the Secondment Period.

The Coordinator shall ensure that both, Host Organisation and Home Organisation, sign a separate **Secondment Agreement** as soon as the Secondee has arrived in the facilities of the Host Organisation relating to the Secondee's rights and obligations, including but not limited to intellectual property rights, in particular to access to Background, the use of Results, publicity, and confidentiality in accordance with the Grant Agreement and this Consortium Agreement. The Parties shall comply with the provisions of such a Secondment Agreement and, in accordance with Article 18 of the Grant Agreement, inform the Secondee about the following:

- The description, conditions, location and the timetable for the implementation of the secondment under the action.
- The rights and obligations of the Party toward the Secondee under this Consortium Agreement and the Grant Agreement.
- The obligation of the Secondee to complete and submit — at the end of the secondment — the evaluation questionnaire and — two years later — the follow-up questionnaire provided by the Funding Authority.
- The arrangements related to the intellectual property rights between the Party and the Secondee — during implementation of the secondment and afterwards.
- The obligation of the Secondee to maintain confidentiality as provided in the Consortium Agreement and the Grant Agreement.
- The obligation of the Secondee to ensure the visibility of EU funding in communications or publications and in applications for the protection of results.

Home Organisation shall ensure that its Secondees are covered by an appropriate medical insurance scheme during the whole duration of their Secondment Period(s).

Each Party shall promptly notify the Funding Authority (the Coordinator on their behalf) of any event which might affect the implementation of the Project and the rights of the European Union and of any circumstance affecting the conditions of participation referred to in the Rules for Participation and any requirements of the Grant Agreement.

#### 4.6. Reporting to Coordinator

Each Party shall submit to the Coordinator on time all information and reports that are required by the Grant Agreement and this Consortium Agreement. Without limiting the foregoing, each Party shall especially prepare itself for submitting on time the following reports or information related to such reports concerning its activities under the Project to the Coordinator:

- i. a **researcher declaration report** within twenty (20) days following the beginning of the secondment of the Researcher, following the layout and procedures communicated by the Funding Authority;
- ii. progress report within fourteen (14) days after the end of each year, except when the periodic and final reports are due;
- iii. periodic report within thirty (30) days following the end of each reporting period;
- iv. final report within thirty (30) days following the end of last reporting period;
- v. at the end of the Project, each Party shall report for each Secondee the number of actual units used or produced during the Project (i.e. months spent by the Secondee on the research and innovation activities).

## 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 Affiliated Entities) 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, provided such damage was not caused by a wilful act or by a gross negligence.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

### 5.3. Damage caused to third parties

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

### 5.4. Force Majeure

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

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

## 6. Governance structure

### 6.1. General structure

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

6.2. The **Coordinator** is the Team Leader. Coordinator is the legal entity acting as the intermediary between the Parties and the Funding 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. Coordinator will appoint an administrator, the **Project Secretary**. The secretary will undertake duties such as minute taking, preparation of documents and administrative and financial coordination.

In particular, the Coordinator shall be responsible for:

- a) Monitoring compliance by the Parties with their obligations.
- b) Keeping the address list of Members and other contact persons updated and available.
- c) Collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Funding Agency;
- d) Preparing the meetings, proposing decisions, and preparing the agenda of the Project Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings.
- e) Transmitting documents and information connected with the Project to other Parties concerned.
- f) Administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3;
- g) Critical assessment of compliance with the ethical issues raised during the Project.
- h) Allocating the funds for the secondment periods to the Beneficiaries.
- i) Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
- j) 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 Funding Authority in time.

6.3 Team Leaders are Main researchers of the parties.

6.4 Project Steering Committee (PSC) comprised of all Team Leaders and chaired by the Coordinator. PSC coordinates the technical activities of the project, knowledge management and other innovation and dissemination activities, makes decisions on all aspects of the project, both strategic and tactical, monitors and controls project progress and quality, assesses risks, resolves conflicts, and manages contractual, legal, ethical, financial, and administrative activities of the project. It reports to Commission and Participants via Coordinator. PSC sets up the date and agenda for the next meeting.

The PSC 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 PSC:

Content, finances, and intellectual property rights

- (a) Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority.
- (b) Changes to the Project Plan.
- (c) Additions to Attachment 3 – Third parties intended to transfer the ownership of Results to Not applicable to the Parties as at the Effective Date hereto
- (d) Attachment 4 - List of Third Parties for simplified transfer).
- (e) Additions to Attachment 5 – Identified Affiliated Entities.

Evolution of the Project

- (f) Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party.
- (g) Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal.
- (h) Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement.
- (i) Declaration of a Party to be a Defaulting Party.
- (j) Remedies to be performed by a Defaulting Party.
- (k) Termination of a Defaulting Party's participation in the Project and measures relating thereto.
- (l) Proposal to the Funding Authority for a change of the Coordinator.
- (m) Proposal to the Funding Authority for suspension of all or part of the Project.
- (n) Proposal to the Funding Authority for termination of the Project and the Consortium Agreement.

Overall management of the project

- (o) Overall coordination of the staff exchange arrangements and event organisation ensuring that the activities will together make a coherent program of training and professional advancement for researchers and technical staff; and
- (p) Monitoring of ethical, legal, social and safety issues raised during the Project.

6.5. General operational procedures for all Consortium Bodies

6.5.1. Representation in meetings

Team Leaders:

- Should be present or represented at any meeting.
- May appoint a substitute or a proxy to attend and vote at any meeting.
- Shall participate in a cooperative manner in the meetings.

6.5.2. Preparation and organisation of meetings

6.5.3. Convening meetings

Coordinator shall convene meetings of the PSC.

	Ordinary meeting	Extraordinary meeting
PSC	At least once a year, physically or remotely	At any time upon written request of the Team Leaders or 1/3 of the Members of the PSC

6.5.3.1. Notice of a meeting

The Coordinator shall give notice of a meeting by sending the agenda to each Team Leaders as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
PSC	20 calendar days	15 calendar days

6.5.3.2. Adding agenda items:

Any agenda item requiring a decision by the PSC must be identified as such on the agenda. Any Team Leader may add an item to the original agenda by written notification to all of the other Members of PSC up to the minimum number of days preceding the meeting as indicated below.

PSC	14 calendar days, 7 calendar days for an extraordinary meeting
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During a meeting the Members present or represented can unanimously agree to add a new item to the original agenda.

Meetings of PSC may also be held by teleconference or other telecommunication means. Decisions will only be binding once the relevant part of the Minutes has been accepted.

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the PSC a written document, which is then agreed by the defined majority (see Section 6.5.4) of all Members of the PSC. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period of 15 calendar days, no Member has sent an objection in writing to the Coordinator. The decisions will be binding after the Coordinator sends to all Team Leaders a written notification of this acceptance.

#### 6.5.4. Decision making and conflict management

PSC is the main decision-making body in the project, decisions are made based on consensus between partners. To solve conflicts, involved partners must submit official letters to the PSC, potential paths to resolution will be discussed by the PSC in the interval between meeting and settled at the next meeting. Depending on the severity and immediacy of resolving the conflict, an extraordinary meeting may be called within receipt of the letter of complaint, according to paragraphs above. All parties will be represented at any such meeting and decisions must be based on consensus.

If consensus is not reached, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

#### 6.6. Minutes of meetings

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

The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

The Coordinator will send the accepted minutes to all the Team Leaders and shall safeguard them. If requested, the Coordinator shall provide authenticated duplicates to Parties.

## 7. Financial provisions

### 7.1. Distribution of Financial Contribution

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

- The Work Plan.
- The approval of reports by the Funding Authority, and
- The provisions of payment accordingly to table in Attachment 1

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

### 7.2. Justifying Costs

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

The overall budget of the Project is reported in Annex 2 of the Grant Agreement. The reported total EU contribution represents the total funding from the Funding Authority calculated for the number of units (researcher-months) reported in Annex 1 of the Grant Agreement.

The Beneficiaries, as grant recipients, are responsible for the management of the Project. Each Beneficiary will report to the Funding Authority the secondment-months of its own staff seconded to another Party, plus the secondments from the Associated Partner to its organisation.

The EU contribution is paid to the Coordinator of the Project who will distribute it to the Beneficiaries in accordance with the Grant Agreement and this Consortium Agreement. The Beneficiaries shall administrate the funding allocated to them by the Coordinator. It shall be at the sole discretion of the Beneficiary to decide whether it wants to pay the EU contribution intended to support travel, accommodation and subsistence costs for the Seconded Staff Member during the secondment (top-up allowance) directly to their or manage it centrally according to the specific needs of the secondment. **The Parties shall ensure that the EU contributions are fully used for the benefit of the Seconded Staff Members.**

In regard of the distribution of the Category B of costs, "Institutional contributions", which are deemed to cover the research, training, networking, management, and indirect costs linked to the secondments, the beneficiaries can internally use it also to:

- a) Cover general networking and training events within the project.
- b) Increase the top up allowance of the staff member (e.g.: for secondments to certain countries where travel and subsistence costs can be more expensive than the unit costs granted under Category A);
- c) Be reshuffled amongst different secondments depending on the financial necessities of each.

The beneficiaries agree to distribute this contribution in light of the necessities of the project and shall always use the EU funds for the best benefit of the project and use the resources in light with the principles of efficiency, economy, and effectiveness.

In regard to the distribution of the EU contribution between the Beneficiaries and the Associated Partner, the Coordinator shall pay the EU contribution regarding the Seconded from an Associated Partner to the Beneficiary acting as a Host Organisation for that Seconded from the Associated Partner (hereinafter referred to as "Host Beneficiary"). The Host Beneficiary shall be responsible for the distribution of the funding further to the Associated Partner and conditions for such payments may be agreed upon separately between the Host Beneficiary concerned and the Associated Partner.

The Parties recognize that the Coordinator bears the bulk of the management responsibility on behalf of the Parties to the Project. Consequently, the Coordinator requires a management budget in excess of that allocated to it, as defined in the Grant Agreement. Therefore, pursuant to Article 4.2 of the Grant Agreement, each Beneficiary (with the exception of the Coordinator) agrees to retain €300 per researcher-month from their management and overhead budget costs, only applicable to own researchers doing secondments, and will keep the total amount of management and overhead costs from those secondments involving researchers coming to their institutions from third countries. Thereby, the management budget of the Coordinator will increase in accordance with the revised budget allocation table, Attachment 1 to this Consortium Agreement. The total allocated amount for the coordinator is 54.300€.

The coordinator, upon request, will provide beneficiaries with a spending report. The report will include the breakdown cost table up to the total budget allocated to general management from the requesting partner.

### 7.3. Funding Principles

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

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

A Party that spends more than units than foreseen in the Work Plan, will be funded only in respect of duly justified eligible costs up to an amount not exceeding that number of units.

7.4. Return of excess payments, receipts.

7.5. In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

7.6. Budgeting

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

7.7. Payments to Beneficiaries are the exclusive tasks 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 Funding 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 Articles 22.2 and 22.3.2 of the Grant Agreement, no Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.8. The payment schedule, which contains the transfer of pre-financing and interim payments to beneficiaries, will be handled, in principle, according to the following:

	When	Amount
Prefinancing	30 days from entry into force/10 days before starting date – whichever is the latest	65% minus 5% of MFF (Mutual Insurance Mechanism) See Attachment 1
Interim Payment	90 days from receiving periodic report	Based on cost reported to a maximum of 90% of total contribution
Final Payment	90 days from receiving periodic report	Payment/Recovery of the balance between total costs and prefinancing + interim payment

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Funding Authority.

7.9. Additional financial arrangements for different events:

Every institution will assist with delivery and organization of all CLEANWATER events, including jointly designing and delivering relevant networking events and domain-expert sessions.

CLEANWATER project will organise a set of networking events that will be a mixture of activities:

- 1- Organization of **3 offline workshops and 1 conference** with international projection, according to the following schedule:

Title of the event	Delivery Method	Format	Number of participants*	External participants	Duration days	Month	Host
Methods of water pollution control	Off line	Workshop	25	Y	1.5	MI2	IGTSAV / ENV
Nanothermal plasma applications	Off line	Workshop	25	Y	1.5	MI4	IGNE / Polim
Characterisation of porous solids	Off line	Workshop	25	Y	1.5	MI9	USM
Sorbents and sorption methods for water treatment	Offline	Conference	30	Y	2	MI8	ISME

\* Estimated number of the external participants from the previous experience of organizing such events; the number of external participants is approximately 25-30%

Costs for the organization of workshops and the conference are calculated in 6.300€ each. This will include the travel and accommodation expenses for PI from Kazakhstan partner.

Taking into account that 4 Beneficiaries will organise the events, funding for this purpose will be allocated to them from the other Beneficiaries. That amount will be retained as an equal percentage fraction from their Research, Training and Networking costs. 6.300€ among 9 Beneficiaries implies 700€ per event. So, from each Beneficiary 2.800€ will be retained.

As for the third country partners, their contribution to these events will consist in inviting 1 or 2 speakers from their own budget (covering travel cost, accommodation, meals, etc.) to a total amount similar to the 700€ contribution from Beneficiaries. This situation does not apply to TecNM since they have no funding allocated by any governing authorities.

And finally, participation of secondees from Kazakhstan partner in these events will be covered by the beneficiaries that already hosted these secondees within the project, in a percentage according to the total number of months expended at each beneficiary.

At the end of each financial reporting period corrections for unspent money on these events, if any, will be made. A spending report will be sent to beneficiaries upon request to justify the total amount of money retained for this Beneficiary concerning workshops and conference organization. The report will be accompanied by relevant documents (e.g. invoices) upon request.

- 2- **On-line training:** Online training in transferable skills will be organised mainly for early-stage researchers (ESR) but all researchers can join. It will be in the format of lectures and interactive seminars on a wide range of subtopics such as materials synthesis, materials characterization, biomedical application of porous materials, among others. Other potential topics include how to give conference presentations, write a research paper, write a grant proposal, gather scientific information, commercialise research results, protect IP, etc. One partner, ANAMAD, has a package of materials and presentations for such training. The training sessions will be organised on a regular basis and experienced researchers from all teams and IAG members will be invited to deliver lectures based on their experience.

The timetable for these activities is:

Title of the event	Delivery Method	Format	Number of participants*	External participation	Duration days	Month	Host
Localised and characterisation of carbon materials	Off/on	Workshop	30	Y	1.5	SEP	EMCS
Environmental analysis	Off/on	Workshop	30	Y	2	NOV	SLU
Spill porous materials	Off/on	Workshop	30	Y	1.5	NOV	ICMNTU
Biomedical applications of sorbents	Off/on	Workshop	10	Y	1.5	SEP	Technologica
Life-cycle assessment**	On/off	Seminar	25	Y	1	NOV	ICMNTU/ANAMAD

\* Estimated number of the consortium participants. From the previous experience of organizing such events, the number of external participants is expected to be 10-20.  
 \*\* Collaborative will be prepared jointly by Techno and ANAMAD, it will be hosted by ANAMAD.

3- **Off-line training:** will be organised individually for all secondees by the host organisation according to the planned research activities at secondment time. The host prepares standard operating procedures and protocols for planned experiments, which will be sent in advance to the secondee prior to the commencement of their visit. Once the experiments are completed, the final versions of these documents will be put online according to the Open science practices. Offline training for groups of researchers will be organised during mid-year events; their aim is to familiarise researchers with particular experimental methods, instruments and techniques available at the host with unique expertise.

## 8. Results

Regarding Results, Article 16 of the Grant Agreement shall apply to all Parties as if they were Beneficiaries.

### 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 with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- 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.

### 8.3. Transfer of Results

8.3.1. Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 16.

8.3.2. A Party may identify specific third parties it intends to transfer the ownership of its

Results to in "Attachment 4" to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 16.

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 will not be affected by such transfer. Any addition to "Attachment 4" after signature of this Agreement requires a decision of the Project Steering Committee (PSC).

8.3.4. The Parties recognize 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 the full 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. Dissemination of own Results

8.4.1.1. 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 of the Grant Agreement 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 in writing 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.

8.4.1.2. An objection is justified if:

- a) The protection of the objecting Party's Results or Background would be adversely affected.
- b) The objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

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

8.4.1.3. 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.

8.4.1.4. 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 Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

##### 8.5. 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. For

the avoidance of doubt, the mere absence of an objection according to Section 8.3 is not considered as an approval.

#### 8.6. Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence 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.

#### 8.7. 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.

#### 8.8. Recognizing the financial support from the EU

The Parties agree to acknowledge and ensure that the Researchers acknowledge the support of the European Union under the Marie Skłodowska-Curie Research and Innovation Staff Exchange Scheme in accordance with the Grant Agreement, especially Article 29.4, in any related publications or other media.

#### 8.9. Exclusive licenses

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 16, the other Parties shall respond to the requesting Party within sixty (60) calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such sixty (60) calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.

## 9. Access Rights

### 9.1. Background included

9.1.1. In "Attachment 2 – Background included", 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 2 – Background included" shall not be the object of Access Right obligations regarding Background.

9.1.2. Any Party may add further own Background to "Attachment 2 – Background included" during the Project by written notice to the other Parties. However, approval of the PSC is needed should a Party wish to modify or withdraw its Background in "Attachment 2 – Background included".

### 9.2. General Principles

9.2.1. Each Party shall implement its tasks in accordance with the Work 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 expressly 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 2 – Background included.

### 9.4. Access Rights for Exploitation

9.4.1. 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 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, including for research on behalf of a third party, shall be granted on Fair and Responsible conditions.

9.4.3. A request for Access Rights may be made up to twelve months after the end of the Project.

### 9.5. Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Article 16 if they are identified in Attachment 5 – Identified Affiliated Entities to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity 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 Affiliated Entities [listed in Attachment 5 – Identified Affiliated Entities]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.  
Further arrangements with Affiliated Entities 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 Governance structure 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 9.7.2.2.

###### 9.7.2.2. Access Rights to be granted by any leaving Party

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

#### 9.8. Specific Provisions for Access Rights to Software

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

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

## 10. Non-disclosure of information

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

10.2. The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 4 years after the end of the Project:

- 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 comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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

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

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

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

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

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

- 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 – Financial issues

Attachment 2 - Background included

Attachment 3 – Third parties intended to transfer the ownership of Results to

Not applicable to the Parties as at the Effective Date **hereto**

Attachment 4 - **List of Third Parties for simplified transfer** Attachment 5 –  
**Identified Affiliated Entities**

Attachment 6 – Accession Document

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, 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. Notices and other communication

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

#### Formal notices:

If it is required in this Consortium Agreement (Sections 4.3 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 or telefax with receipt acknowledgement.

#### Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

### 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 it 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.

## 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.

UNIVERSIDAD DE ALICANTE (UALI)

Signature(s)

Name(s)

21989827X

Firmado digitalmente

JUAN MORA

por 21989827X JUAN

Title(s)

(R:

MORA (R:

Q0332001G)

Date

Q0332001G)

Fecha: 2023.12.04

08:56:34 +01'00'

BUDAPESTI MŰSZAKI ÉS GAZDASÁGTUDOMÁNYI EGYETEM (BME)

Signature(s)

Dr. Tibor Czigány

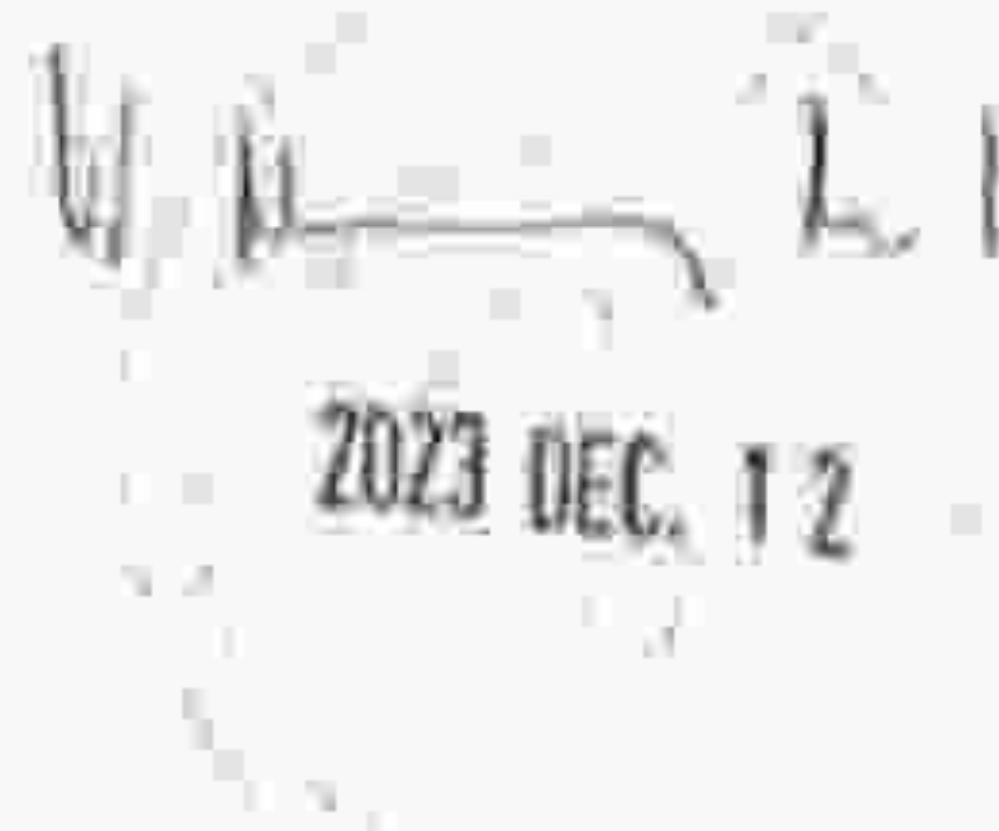
Miklós Verseghi-Nagy

Name(s)

Rector

Chancellor

Title(s)



Date

25/41



Handwritten text: Rectorate, Faculty of Engineering, Budapest University of Technology and Economics



UNIWERSYTET MARII CURIE-SKŁODOWSKIEJ (UMCS)

Signature(s)

Name(s)

Title(s)

Date



Signed by / Podpisana przez:

Witold Ignacy  
Gonczak  
Uniwersytet Marii Curie-  
Skłodowskiej

Date / Data: 2023-11-30  
11:29

USTAV GEOTECHNIKY SLOVENSKEJ AKADEMIE VIED (UGT SAV).

Signature(s)




Name(s) SLAVOMÍR HREDZÁK

Title(s) ING. PH.D.

Date 06 DEC 2023

ENVIRONCENTRUM SRO (ENV).

Signature(s)   
Name(s) PETER SERVA  
Title(s) MB  
Date 6.12.2023

INSTITUTE OF ENVIRONMENTAL GEOCHEMISTRY OF THE NATIONAL  
ACADEMY OF SCIENCES OF UKRAINE (IGNS),

Signature(s)



Name(s) Yuriy Zabulonyi

Title(s) Director, Corresponding Member of NAS of Ukraine

Date: 18 November 2023

TOV NAUKOVO VYROBNICHE PIDRIEMSTVOTEHNOLOGIKA (TECHNOLOGIKA)

Signature(s)

Name(s) Pavlo Demchenko

Title(s) Director

Date 20.12.2023



SCIENTIFIC ENGINEERING GROUP PULSAR LLC (Pulsar LLC)

Signature(s)

Name(s) Oleksandr Hachuk

Title(s) Director of Pulsar LLC

Date 18 November 2023



UNIVERSITATEA DE STAT DIN MOLDOVA (USM)

Signature(s)

Digitally signed by Sarov Igor  
Date: 2023.12.22 13:04:10 EET  
Reason: MoldSign Signature



Name(s)

**Dr. Assoc. Prof. Igor ȘAROV**

Title(s)

**Rector of USM, Legal representative**

Date

**K.I. SATPAYEV KAZAKH NATIONAL RESEARCH TECHNICAL UNIVERSITY  
(KazRNTU)**

Signature(s) 

**Yerzhan Kuldeyev**  
**Member of the Governing Board**  
**Vice rector for Science and Corporate development**

Date: 19.01.2024

СОГЛАСОВАНО  
Стороной  
И. Кулдаев  
(И.Кулдаев, И.Кулдаев, И.Кулдаев)

OK 



TECNOLOGICO NACIONAL DE MEXICO (TecNM),

Signature(s) 

Name(s) José Antonio Calderón Martínez

Title(s) TecNM Research Professor and Leave before the EU

Date December 3, 2023

KINGSTON UNIVERSITY HIGHER EDUCATION CORPORATION (KU),



Signature(s)

Name(s)

Professor Katherine Curtis

Title(s)

Executive Dean and Pro Vice-Chancellor  
Faculty of Health, Science, Social Care and Education

Date

7 February 2024

ADVANCED NANOSTRUCTURED MATERIALS DESIGN AND CONSULTANCY  
(ANAMAD) LIMITED (ANAMAD),

Signature(s)

A handwritten signature in black ink, appearing to read 'S. Mikhalovsky', written over a light blue horizontal line.

Name(s) Sergey Mikhalovsky

Title(s) Prof. Dr., CChem, FRSC

Date 29 November 2023

### 13. Attachment 1 – Financial issues

Exclusion Number	Organization Short Name	Country	Academic	number of institutions	Persons involved	INDIC BUDGET	Staff member costs	Research, training and networking costs	Travelled for workshops, trainings, meetings, training and networking costs	Management indirect costs	Allocated for equipment and indirect costs (staff, travel, printing, etc.) monthly: COUT	Allocated for workshop overheads (staff, travel, printing, etc.)	INDIC funding in total on beneficiaries	Final Research Training and networking costs for beneficiary	Final Research Management and indirect costs (staff, travel, printing, etc.)	INDIC PNEUMONIC (SCTS)	Months COUT including the beneficiary	Months (H from 30) including the beneficiary
1	UAG	ES	YES	15	11	86.600,00 €	48.300,00 €	27.300,00 €	2.800,00 €	21.000,00 €	0	0	228.200,00 €	26.300,00 €	11.000,00 €	88.860,00 €	36	3
2	BMB	HU	YES	14	30	128.000,00 €	63.700,00 €	39.600,00 €	2.800,00 €	30.000,00 €	0	0	102.500,00 €	28.300,00 €	22.000,00 €	79.500,00 €	36	3
3	UMCS	PL	YES	10	32	127.300,00 €	73.550,00 €	41.600,00 €	2.800,00 €	32.000,00 €	0	0	135.700,00 €	38.300,00 €	23.000,00 €	111.420,00 €	36	3
4	UMSB	SK	YES	10	30	139.000,00 €	59.000,00 €	39.000,00 €	2.800,00 €	30.000,00 €	0	0	133.300,00 €	38.000,00 €	21.000,00 €	79.300,00 €	36	3
5	ZPN	SK	NO	10	10	48.000,00 €	23.000,00 €	18.000,00 €	2.800,00 €	10.000,00 €	0	0	40.000,00 €	10.000,00 €	7.000,00 €	28.000,00 €	36	3
6	OGS	UA	YES	14	10	82.000,00 €	46.000,00 €	38.000,00 €	2.800,00 €	20.000,00 €	0	0	98.200,00 €	25.000,00 €	14.000,00 €	54.050,00 €	36	3
7	Technologika	UA	NO	15	32	101.300,00 €	50.600,00 €	28.600,00 €	2.800,00 €	22.000,00 €	0	0	92.400,00 €	25.000,00 €	16.000,00 €	33.400,00 €	36	3
8	Polystar	UK	NO	10	20	92.000,00 €	40.000,00 €	25.000,00 €	2.800,00 €	20.000,00 €	0	0	88.200,00 €	25.000,00 €	24.000,00 €	49.200,00 €	36	3
9	UPM	MD	YES	13	28	128.800,00 €	64.400,00 €	36.400,00 €	2.800,00 €	28.000,00 €	0	0	128.900,00 €	30.000,00 €	18.000,00 €	74.900,00 €	36	3
10				116	239													
11	Teddl	MX	YES	10	15													
12	UP	UK	YES	3	8													
13	STAMACS	UK	NO	11	15													
<b>TOTAL</b>				<b>144</b>	<b>248</b>	<b>979.800,00 €</b>	<b>489.900,00 €</b>	<b>276.900,00 €</b>	<b>25.200,00 €</b>	<b>213.000,00 €</b>	<b>58.300,00 €</b>	<b>25.100,00 €</b>	<b>979.800,00 €</b>	<b>251.900,00 €</b>	<b>338.000,00 €</b>	<b>367.500,00 €</b>	<b>1097</b>	<b>36</b>

Beneficiaries: 10-150,000 €  
 MMS: 100.000,00 €  
 Total: 100,000 €

## 14. Attachment 2 – Background included

According to the Grant Agreement (Article 16) Background is defined as "means any data, know-how or information - whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights". 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.

### **UNIVERSIDAD DE ALICANTE (UALI)**

As to **UALI**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **UALI** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

### **BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM (BME)**

As to **BME**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **BME** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

### **UNIwersytet Marii Curie-Skłodowskiej (UMCS)**

As to **UMCS**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **UMCS** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

### **USTAV GEOTECHNIKY SLOVENSKEJ AKADEMIE VIED (UGT SAV)**

As to **UGT SAV**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **UGT SAV** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

### **ENVIRONCENTRUM SRO (ENV)**

As to **ENV**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **ENV** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

**INSTITUTE OF ENVIRONMENTAL GEOCHEMISTRY OF THE NATIONAL ACADEMY OF SCIENCES OF UKRAINE (IGNS)**

As to **IGNS**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **IGNS** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

**TOV NAUKOVO VYROBNICHE PIDRIEMSTVOTEHNOLOGIKA (TECNOLOGIKA)**

As to **TECNOLOGIKA**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **TECNOLOGIKA** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

**SCIENTIFIC ENGINEERING GROUP PULSAR (LLC)**

As to **LLC**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **LLC** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

**UNIVERSITATEA DE STAT DIN MOLDOVA (USM)**

As to **USM**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **USM** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

**KAZAKH NATIONAL RESEARCH TECHNICAL UNIVERSITY AFTER K I SATPAYEV (KazNTU)**

As to **KazNTU**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **KazNTU** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

## **TECNOLOGICO NACIONAL DE MEXICO (TecNM)**

As to **TecNM**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **TecNM** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

## **KINGSTON UNIVERSITY HIGHER EDUCATION CORPORATION (KU)**

As to **KU**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **KU** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

## **ADVANCED NANOSTRUCTURED MATERIALS DESIGN AND CONSULTANCY LIMITED (ANAMAD)**

As to **ANAMAD**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of **ANAMAD** shall be Needed by another Party for implementation of the Project (Article 18 Grant Agreement) or Exploitation of that other Party's Results (Article 16 Grant Agreement).

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

15. **Attachment 3 – Third parties intended to transfer the ownership of Results to**

Not applicable to the Parties as at the Effective Date hereto

16. **Attachment 4 - List of Third Parties for simplified transfer**

Not applicable to the Parties as at the Effective Date hereto.

17. **Attachment 5 – Identified Affiliated Entities**

Not applicable to the Parties as at the Effective Date hereto.

18. **Attachment 6 – Accession Document**

ACCESSION

of a new Party to

[Acronym of the Project] Partnership 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 Partnership 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)