



RCG's Secretariat
SECWEB

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CONSORTIUM AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES: SECWEB

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CONSORTIUM AGREEMENT

Section 9: Access Rights	17
9.1. Pre-existing Rights included.....	17
9.2. General principles.....	17
9.3. Access Rights for Implementation	17
9.4. Access Rights for exploitation	17
9.4.1 Access Rights to Results.....	17
9.5. Access Rights for Affiliated Entities	18
9.6. Additional Access Rights	18
9.7. Access Rights for Parties entering or leaving the Consortium.....	18
9.7.1 New Parties entering the consortium.....	18
9.7.2 Parties leaving the Consortium Agreement.....	18
Section 10: Non-disclosure of information and data protection	19
10.1	19
10.2	19
10.3	19
10.4	19
10.5	20
10.6	20
10.7	20
10.8 Personal data	20
Section 11: Reporting.....	20
Section 12: Subcontracting.....	21
Section 13: Communication.....	21
Section 14: Miscellaneous.....	22
14.1. Attachments, inconsistencies and severability	22
14.2. No representation, partnership or agency	22
14.3. Notices and other communication.....	22
14.4. Amendments.....	22
14.5. Mandatory national law	23
14.6. Language.....	23
14.7. Applicable law	23
14.8. Settlement of disputes	23
Section 15: Section signatures.....	24
Annex 1: Pre-existing Rights included.....	30
Annex 2: Accession document.....	31
Annex 3: List of Third Parties for simplified transfer according to section 8.3.2.....	32
Annex 4: Identified Affiliated Entities	33
Annex 5: Grant Agreement and the General Conditions (Annex II).....	34
Annex 6: Partners' budget allocation	35
Annex 7: Bank account details	36

CONSORTIUM AGREEMENT

EV ILVO signed with the the Commission's Directorate-General for Maritime Affairs and Fisheries a grant agreement on December 10th 2020 number MARE/2020/08 – SECWEB - SI2.839854 (hereinafter **Grant Agreement**).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement.

Each Party acknowledges that it has not entered into this agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this agreement. Each Party waives any claim for breach of, or any right to rescind this agreement in respect of, any representation that is not an express provision of this agreement. However, this clause does not exclude any liability that any party may have to any other (or any right which any Party may have to rescind this agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

CONSORTIUM AGREEMENT

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

“**Publication**” means any public communication by any means as an abstract, a paper or a conference.

“**Results**” means all information, data techniques, statistical scripts, know-how, inventions, process, method, software, discoveries and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the Project.

“**Severely Affected**” means any damage to the reputation of a Party, any breach of a confidentiality’s obligation, any disclosure which could prevent any protection by an intellectual property right or by confidentiality.

“**Subcontractor**” means any third party identified in the Attachment 3 to the Consortium Agreement engaged by a Party to carry out any part of that Party’s Action.

Section 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 liability, Access Rights and dispute resolution.

Section 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.

A new entity becomes a 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 have effect retroactively from January the 1st 2021 and for twenty-four (24) months.

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 and especially with the article II.17 of the General Conditions.

3.3. Survival of rights and obligations

The provisions relating to Access Rights, Results 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.

CONSORTIUM AGREEMENT

4.2. Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Project Steering Committee, will give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days from the date of receipt of the written notice by the Party.

In case of breach of any provision of this Consortium Agreement, the Parties shall apply the rules set forth in the article II.17.3.1 “grounds for termination” of the General Conditions.

Section 5: Liability towards each other

5.1. No warranties

In respect of any information or materials (including Results and Pre-existing right) 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.

8

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.

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 6 of this Consortium Agreement.

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 Pre-existing right.

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 described in the article II.15 of the General Conditions.

In case of Force Majeure, the rules set forth in the General Conditions shall apply.

CONSORTIUM AGREEMENT

6.2.2.2 Notice of a meeting

The Coordinator shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Project Steering Committee	14 calendar days	7 calendar days
Project Assembly	45 calendar days	15 calendar days

6.2.2.3 Sending the agenda

The Coordinator shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Project Steering Committee	5 calendar days	2 calendar days
Project Assembly	21 calendar days	10 calendar days

6.2.2.4 Adding agenda items:

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

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Project Steering Committee	2 calendar days	
Project Assembly	14 calendar days	7 calendar days

6.2.2.5 During a meeting the Members of a Consortium Body – if all present or represented - can unanimously agree to add a new item to the original agenda.

6.2.2.6 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.2.2.8 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3.4) of all Members of the Consortium Body. Such written document must include the deadline for responses.

The decisions will be binding after the Coordinator sends to all Members of the Consortium Body a written notification of this acceptance.

CONSORTIUM AGREEMENT

6.2.5 Minutes of meetings

6.2.5.1 The Coordination Team or, in absence of its members, the person chairing the meeting shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall share the draft minutes to all Members within 20 calendar days of the meeting.

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

6.2.5.3 The Coordination Team shall share the accepted minutes to all the Members of the Consortium Body. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3. Special operational procedures for the Consortium bodies

6.3.1 Project Steering Committee

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1 The Project Steering Committee shall consist of one representative from each Partner.

The Coordinator shall chair all meetings of the Project Steering Committee, unless decided otherwise by a majority of two-thirds of its members.

6.3.1.1.2 Each member of Project Steering Committee shall be deemed to be duly authorised to deliberate, negotiate and decide, when this applies, on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

12

6.3.1.1.3 The Coordinator shall chair all meetings of the Project Steering Committee, unless decided otherwise in a meeting of the Project Steering Committee by a two-thirds majority of the votes cast.

6.3.1.1.4 The Parties agree to abide by all decisions of the Project Steering Committee. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of article 14.8.

6.3.1.2 Minutes of meetings

Minutes of Project Steering committee meetings, once accepted, shall be shared with the Project Assembly Members by the Coordination Team for information.

6.3.1.3 Decisions

The Project 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. In addition, all proposals made by the Project Assembly shall also be considered and decided upon by the Project Steering Committee.

When the Project Steering Committee needs to make strategic decisions specifically affecting the support to be granted to RCGs are to be made, RCG chairs may be invited to participate



CONSORTIUM AGREEMENT

6.3.2 Project Assembly

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1 Members

The Project Assembly is made up by all partners and the RCG chairs. Should any issues to be discussed require coordination with the other projects funded under the MARE/2020/08 call (FISHN'CO, STREAMLINE and Med&BS RDB), these projects' coordinators may also be invited.

The Coordinator shall chair all meetings of the Project Assembly, unless decided otherwise in a meeting of the Project Assembly by a two-thirds majority of the votes cast.

6.3.2.2 Tasks

6.3.2.3.1 The Project Assembly shall make proposals in written form to the Project Steering Committee, which is the entitled body for decision-making.

6.3.2.3.2 In the case of abolished Action as a result of a decision of the Project Steering Committee, this body shall request advice from the Project Assembly on ways to rearrange Action and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4. Coordinator

The Coordinator:

- (a) must monitor the implementation of the Action in order to make sure that the Action is implemented in accordance with the terms of the Grant Agreement, especially with Annex I of the Grant Agreement;
- (b) is the intermediary for all communications between the Parties and the Funding Authority, except if provided otherwise in the Consortium Agreement. In particular, the Coordinator:
 - (i) must immediately inform the Funding Authority:
 - of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;
 - of any change in the legal, financial, technical, organisational or ownership situation of any of the Parties or of their affiliated entities;
 - of any events or circumstances of which the Coordinator is aware, that are likely to affect or delay the implementation of the Action;
 - of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, for any of the Parties or their affiliated entities.
 - (ii) is responsible for supplying the Funding Authority with all documents and information required under the Grant Agreement, except if provided otherwise in the Grant Agreement itself. If information is required from the other Parties, the coordinator is responsible for obtaining and verifying this information before passing it on to the Funding Authority;
- (c) must make the appropriate arrangements for providing any financial guarantees required under the Grant Agreement;
- (d) must draw up the requests for payment in accordance with the Grant Agreement;

CONSORTIUM AGREEMENT

To declare the cost incurred by the Affiliate Entity's Party, the same conditions under articles II.19 and II.20 of the General Conditions are applicable.

Section 8: Pre-existing rights and ownership and use of the results

8.1. Ownership of the pre-existing rights and results

8.1.1 Ownership of the Pre-existing Rights

This Consortium Agreement does not affect the ownership of any Pre-existing Rights or any Intellectual Property rights in any technology, design, work, invention, software, data, technique, Know-how, or materials which are not Results. The Intellectual Property rights in them will remain the property of the Party which contributed them to the Project (or its licensors). No licence to use any Intellectual Property rights or any Pre-existing Rights is granted or implied by this Consortium Agreement except the rights expressly set out in this Consortium Agreement.

Pre-existing Rights are described in Annex 1.

8.1.2 Ownership of the Results

Results are owned by the Party that generates them.

When a Result has been created by two or more parties, and the Result cannot be separated in individual Results, then the parties creating it shall have joint ownership to the Result. The joint owners shall be co-owners of the Results up to the amount of their intellectual contributions, but may also take into account financial and material contributions that have been directly used for the Result.

16

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities and educational purposes 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.

8.2. Rights of use of the results and of pre-existing rights by the Funding Authority

The rights of use of the Result and of Pre-existing Rights by the Funding Authority are ruled by the article II.9 of the General Conditions.

8.3. Dissemination of another Party's pre-existing rights

A Party shall not include in any dissemination activity another Party's Pre-existing right without obtaining the owning Party's prior written approval, unless they are already published.

8.4. 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 Pre-existing right subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

CONSORTIUM AGREEMENT

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

9.4.2 Access Rights to Pre-existing right 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 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 Affiliated Entities

Affiliated Entities have Access Rights under the same conditions of the Parties if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

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 Pre-existing right.

9.7.2 Parties leaving the Consortium Agreement

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

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.

CONSORTIUM AGREEMENT

- 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.

20

10.8 Personal data

The Parties shall comply at all times with applicable data protection legislation with regard to the processing of personal data in relation to this Consortium Agreement and with the article II.7.1 of the General Conditions.

The Parties shall (i) only process personal data in accordance with this Consortium Agreement unless required to do so by European Union or Member State law to which the Party is subject, (ii) ensure that its internal operating systems only permit properly authorised staff to access personal data and that all members of the authorised staff have committed themselves to confidentiality, (iii) provide appropriate training to its staff, and (iv) provide appropriate contractual provisions with its sub-contractors with respect to the correct handling of personal data so as to minimise the risk of security breaches, and the requirements of the applicable data protection legislation.

Section II: Reporting

Each Party agrees to undertake their respective duties and obligations as described in the Grant Agreement.

The Action is divided into the following reporting periods:

- Interim Reporting period 1: from month 1 to month 12 included,
- Progress reports in month 6,
- Progress reports in month 8,
- Reporting period 2: from month 13 to month 24 included.

CONSORTIUM AGREEMENT

Section 14: Miscellaneous

14.1. Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Annex 1:** Pre-existing right included
- Annex 2:** Accession document
- Annex 3:** List of Subcontractors and Third party
- Annex 4:** Identified Affiliated Entities
- Annex 5:** Grant Agreement and the General Conditions (Annex II)
- Annex 6:** Partners' budget allocation
- Annex 7:** bank account detail

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.

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.

14.2. No representation, partnership or agency

Except as otherwise provided in the article 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 Agreement. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

22

14.3 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 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 receipt acknowledgement or sent electronically with certified electronic signature.

Other communication:

Other communication between the Parties may also be executed by various 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.

14.4 Amendments

Any amendments to the Consortium Agreement shall be taken in accordance with the procedure of the article II.13 of the General Conditions.

CONSORTIUM AGREEMENT

Section 15: Section signatures

AS WITNESS:

The Parties have caused this Consortium Agreement on July 28th 2021 to be duly signed by the undersigned authorised representatives in separate signature pages.



CONSORTIUM AGREEMENT

Eigen Vermogen van het Instituut voor Landbouw en Visserijonderzoek (EV ILVO)

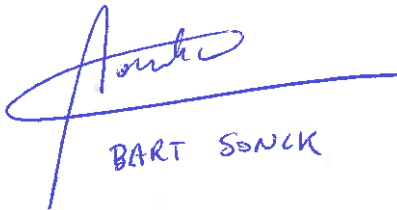
Signature(s)

Name(s) Mr. Joris RELAES

Title(s) Administrateur generaal

Date 28/7/2021

on behalf of J. Relaes



BART SONCK



CONSORTIUM AGREEMENT

Centro Tecnológico del Mar – Fundación CETMAR

Signature(s)

Name Mrs. Paloma Rueda Crespo

Title Managing Director

Date 09/07/2021

CETMAR
CENTRO TECNOLÓGICO DEL MAR
CIF: G-38.885.853
Rua Eduardo Cabello s/n
36208 VIGO



CONSORTIUM AGREEMENT

Fundación AZTI - AZTI Fundazioa (AZTI)

Signature

Name Dr. Rogelio Pozo

Title General Manager

Date 1st JULY 2021

MEMBER OF
BASQUE RESEARCH
& TECHNOLOGY ALLIANCE

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CONSORTIUM AGREEMENT

Executive agency for fisheries and aquaculture (EAFA)

Signature

Name Assoc. Prof. Galin Nikolov

Title Executive Director

Date 05.07.2021



CONSORTIUM AGREEMENT

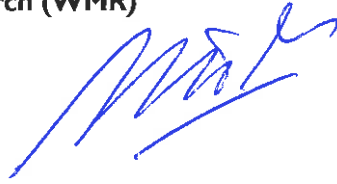
Stichting Wageningen Research
Wageningen Marine Research (WMR)

Signature

Name drs.ir. M.T. van Manen

Title Director Operations

Date



1-7-2021

CONSORTIUM AGREEMENT

Annex I: Pre-existing Rights included

PARTY 1

As to **EV ILVO**, it is agreed between the Parties that, to the best of their knowledge

(Option 2) No data, know-how or information of **EV ILVO** shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

PARTY 2

As to **Centro Tecnológico del Mar – Fundación CETMAR**, it is agreed between the Parties that, to the best of their knowledge that

(Option 2) No data, know-how or information of **CETMAR** shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

PARTY 3

As to **Fundación AZTI – AZTI Fundazioa**, it is agreed between the Parties that, to the best of their knowledge that

(Option 2) No data, know-how or information of **AZTI** shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

PARTY 4

As to **EAFA**, it is agreed between the Parties that, to the best of their knowledge that

(Option 2) No data, know-how or information of **EAFA** shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

PARTY 5

As to **WMR**, it is agreed between the Parties that, to the best of their knowledge (please choose)

(Option 2) No data, know-how or information of **WMR** shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

CONSORTIUM AGREEMENT

Annex 3: List of Third Parties for simplified transfer according to section 8.3.2.

Participant	Does the participant envisage that part of its work is performed by linked third parties?	Description of third party and affiliate entities and link to the participant	Description of tasks

CONSORTIUM AGREEMENT

Annex 5: Grant Agreement and the General Conditions (Annex II)

According to the corresponding documents, signed by the European Commission and the project coordinator.



CONSORTIUM AGREEMENT

Annex 7: Bank account details

Partners will provide their bank account details to the Coordinator by using the corresponding format duly filled and stamped (standard European form).

This information shall be confirmed and, if necessary, updated prior to each due payment on the Coordinator's request.

