



Tradinnovations : An advanced interdisciplinary educational approach to support innovation within food heritage, which is adapted to specific population needs

CONSORTIUM AGREEMENT

Established on December 4, 2023

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This consortium agreement ("Consortium Agreement") is made between :

1. Institut national d'enseignement supérieur pour l'agriculture, l'alimentation et l'environnement

Having its registered office located at 42 rue Scheffer 75016 - Paris

Official registration number: 13002622200013

Erasmus Code : 101015289

Code OID: E10249721

Represented by **Anne-Lucie Wack, General Director** hereafter referred as "**Coordinator**" or "**IA**"

and

2. TECHNOLOGICAL UNIVERSITY DUBLIN

Having its registered office located at NORTH CIRCULAR ROAD 191 PARK HOUSE GRANGEGORMAN D07 EWV4 - DUBLIN

Official registration number: 437

Code OID:E10184018

hereafter referred as "**TUD**" or included in "**PARTNERS**"

and

3. UNIVERZA V LJUBLJANI

Having its registered office located at KONGRESNI TRG 12 1000 - LJUBLJANA

Official registration number: 5085063

Code OID: E10209243

hereafter referred as "**UL**" or included in "**PARTNERS**"

and

4. UNIVERSIDADE NOVA DE LISBOA

Having its registered office located at CAMPUS DE CAMPOLIDE 1099 085 - LISBOA

Official registration number: 501559094

Code OID: E10153935

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And

5. UNIVERSITAT POLITÈCNICA DE VALÈNCIA

Having its registered office located at CAMINO DE VERA SN EDIFICIO 3A - 46022 - VALENCIA

Official registration number: 027

Code OID: E10208835

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and

6. TURUN YLIOPISTO

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Code OID : E10209158

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PREAMBLE

WHEREAS the Parties have agreed to cooperate in a project titled, “Tradinnovations” (hereinafter referred to as “Project”).

WHEREAS the Parties, have submitted a proposal for the implementation of the Project to the European Commission as part of the Erasmus+ Programme, KA220 Cooperation partnerships in adult education, higher education, school education, vocational education and training and youth application.

WHEREAS the proposal and the respective funding request have been approved by the European Commission on August 2nd 2023, the Parties now intend to define the terms and conditions which shall govern their partnership in the frame of the Project, in addition to the provisions of the Grant Agreement of September 13, 2023.

NOW, THEREFORE, in consideration of the premises and the mutual terms and conditions herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1. Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Grant Agreement including its Annexes or in the Guidelines for project implementation without the need to replicate the said terms herein.

2. Additional Definitions

PROJECT ACTIVITIES

“Project”	means the project titled, “Tradinnovations” as further summarised in Appendix A, and described in details in Appendix B.
“Work Programme”	means the description of the work including schedule of deliverables and milestones to be reached agreed by the Consortium and available in Appendix B.
“Consortium Budget”	means the allocation of all the resources in cash or in kind for the activities as defined in the proposal.
“Deliverables”	means all activity reports, certificates, data, technical items and other information comprising intellectual outputs required to be provided by the Parties
“Intellectual Outputs”	means all open access, innovative, impactful, tangible and substantial in quality and quantity deliverables and elaborate materials required to be provided by the Parties according to Appendix B.

LEGAL AND CONTRACTUAL DEFINITIONS

“Coordinator”	means IA
“the Agency”	means the “Agence Erasmus+ France/ Education Formation”

“Agreement”	means this Consortium Agreement
“Defaulting Party”	means a Party identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 4.2 of this Consortium Agreement.
“Third Party(ies)”	means any entity or person other than the Commercial Partner and its Affiliates, and the Academic Partner.
“Affiliate”	means any company directly or indirectly controlling, controlled by or under common control with a Party, where « control » means the direct or indirect ownership of at least fifty percent (50%) of the capital stock of the company or the power to exercise at least fifty percent (50%) of the voting rights of the company, or the power to determine the policy of the company.

RESULTS AND INTELLECTUAL PROPERTY RIGHTS

“Results”	means any and all information, data, invention, technology, know-how, findings, source code, test results, discoveries, inventions, processes, methods, techniques, formulae, substances, specifications, studies, designs or improvements whatsoever whether patentable or not, that are originated, conceived, derived, produced, discovered, invented or otherwise made by one or more Parties in the course of or as a result of the performance of the Project, as well as copyrights or other Intellectual property Rights pertaining to such Results.
Intellectual Property Rights or "IPR"	means but is not limited to all intangible assets such as: <ul style="list-style-type: none"> - Copyright, author’s rights, software, and any intellectual property rights, - Inventions, discoveries, innovations, technical information and data, prototypes, processes, improvements, patent rights, drawings, plans, specifications, design rights know-how, software designs, patents, license, and any other industrial property rights, - Know-how, trade secrets, - Other rights of an exclusive nature.
“Access Rights”	mean licenses and user rights to the Results or Pre-existing Assets

ARTICLE 2. PURPOSE AND NATURE OF THE AGREEMENT

2.1. Purpose

The purpose of this Consortium Agreement (hereinafter referred to as “**AGREEMENT**” is to define the terms and conditions for the joint development of the Project. The **AGREEMENT** defines the rights and obligations of either **PARTY**, particularly in terms of liability, Access Rights and Intellectual Property, the contribution and the relevant intellectual outputs, Work Packages, and deliverables of each Party in carrying out the Project, as well as budget distribution.

2.2. Nature of the Agreement

Nothing in this Agreement shall be deemed to create a joint venture, agency partnership, interest grouping or any other kind of formal business grouping or entity between the Parties. Each Party shall act as an independent Party and nothing contained in this Agreement shall be construed as constituting or organizing the sharing of profits or losses arising out of efforts of any other Party hereunder. Except as expressly provided in the present Agreement, the Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

ARTICLE 3. OBJECTIVE OF THE PROJECT

The overall objective of the Tradinnovations project is as following, as summarized in Appendix A and described in details in project submitted application (Appendix B) :

- Build an advanced and interdisciplinary learning approach to support innovations by constraint within the local food heritage of each country and adapted to specific populations needs;
- Generate specific educational paths in the form of generic building blocks to be deployed in European partner's countries;
- Stimulate scientific, socio-economic and educational symbiosis while integrating closely local agri-food and culinary landscapes in each partner country;
- Engage inter-cultural fostering among European students around culinary heritage.

The Commercial Parties are entitled to assign or sublicense their rights and/or obligations based on or deriving from this Consortium Agreement to any Affiliate provided, however, that such Affiliate declares beforehand in writing to be bound to all obligations of this Agreement.

ARTICLE 4. CONTRACTUAL DOCUMENTS

The relation between the PARTIES shall be governed by this AGREEMENT including the precise Work Programme and its deliverables as well as the Grant Agreement with its entire Schedule. Any other document not expressly aimed under this Article is excluded from this Agreement and does not apply to the Parties.

These documents are intended to complement each other and should, if possible, be so interpreted. Should conflict arise between any of the above mentioned contractual documents, the provisions of the Grant Agreement should prevail over the provisions of the Agreement.

ARTICLE 5. ENTRY INTO FORCE, DURATION AND TERMINATION

5.1. Entry into force and Term of the Agreement

This AGREEMENT shall have effect from the date of signature of the Start Date of the Grant Agreement, on *September 13th, 2023*, and shall continue until the completion of all obligations undertaken by the Parties of the Project following the Grant Agreement and the following Consortium Agreement, ie January, 31, 2027, with the EU last payment. The

duration of this Agreement may be extended as are deemed appropriate by the Parties at any time by written agreement of the Parties.

5.2. Termination of the Agreement

5.2.1. Termination of funding. This Agreement shall terminate immediately with no liability between the Parties should the Funding Agreement terminate for any reason whatsoever, unless the Parties, by means of written agreement, decide to continue it.

5.2.2. Termination by mutual agreement. This Agreement may be terminated at any time by the unanimous written agreement of the Parties.

5.2.3. Rights of parties. The termination of this Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the Parties accrued due prior to termination. The provisions in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

5.3. Exclusion or Withdrawal of a Party

Without prejudice to any other rights or remedies, the Piloting Committee may, after a two-third (2/3) majority vote of the full Piloting Committee in favor of termination, and by registered letter with acknowledgment of receipt, terminate a Party's membership of the Consortium, if the Party is in material breach (hereinafter referred to as "Defaulting Party ") of any of the terms of this Agreement and/or the Grant Agreement which is irremediable, or which is not remedied within sixty calendar days of a written notice from the Coordinator, according to the decision of the Piloting Committee, requiring that such breach shall be remedied.

Such termination shall take place with respect to the Defaulting Party and the latter shall be deemed to have agreed to the termination of the Grant Agreement in respect of its participation therein under the relevant provisions of the Grant Agreement as the other Parties and/or the Agency shall decide, provided always that:

The tasks of the Defaulting Party shall be assigned to one or several companies and/or entities which are chosen by the other Parties and are acceptable to the Agency. The preference shall be granted to one or more of the remaining Parties. If the Parties decide to assign the task of the Defaulting Party to Third Parties, the said Third Party will be bound by the terms of this Agreement.

The Defaulting Party are liable up to the maximum budget they would have received within the project.

In case of takeover of any Party's task under all rights and obligations under the Grant Agreement and the present Agreement shall in good faith be redistributed among the remaining Parties. Neither Party shall by reason of withdrawal or termination be relieved from:

- its responsibilities under this Agreement or the Grant Agreement in respect of that part of that Party's Work Package which has been carried out (or which should have been carried out) up to the date of withdrawal or termination;
- or
- any of its obligations or liabilities arising out of such withdrawal or termination.

For the avoidance of doubt, the exclusion or withdrawal of one or more Parties shall not affect the continuation of this Agreement between the remaining Parties. Exclusion or withdrawal of one Party shall not affect any rights or obligations incurred prior to the date of the termination, rights and obligations resulting from licenses and similar use or accession rights accrued prior to the exclusion or withdrawal shall remain unaffected.

5.4. Addition of parties to the consortium

Institutions may be invited to join the Consortium only by the unanimous decision of the Piloting Committee and on the condition that the new institution becomes a Party to this Agreement.

ARTICLE 6. OBLIGATIONS OF EACH PARTY

6.1. Intellectual Outputs

The Project is structured by Intellectual outputs that are allocated among the Parties as described in Appendix B.

The Piloting committee shall handle major changes in Work Packages and tasks, particularly creation, reallocation, or termination.

Each Work Package of the Parties shall be executed according to the Appendix B which shall define the requirements such as efforts, data and the budget to be allocated to the Parties and the deadlines for the completion of the Work Packages in conformity with the Grant Agreement.

Each Party shall solely appreciate the condition of establishment and execution of its Work Packages and tasks and the related services. Each Party will use the most suitable methods to provide reliable RESULTS and Work Packages and tasks and to meet the deadlines agreed upon the Parties. Each Party agrees for that purpose to take all necessary measures and to employ and maintain an adequate staff of specialized personnel for the execution of the Agreement. The Personnel employed by each Party and acting in the frame of the Agreement shall agree to be bound to all rights and obligations resulting from this Agreement. The Parties hereby guarantee that all obligations hereunder can fully be met regarding the persons involved in the Project under this Agreement. This applies especially to the assignment of inventions or other rights from persons, which are considered "free inventors" and which are not bound by regular employment contract (e.g., students etc.).

Each Party will perform its Work Packages and tasks in conformity with the Grant Agreement, the present Agreement, with the decision of the Piloting Committee, with the current state of scientific and technical knowledge and in an efficient and professional way. Each Party shall exercise due diligence in performing this Agreement in accordance with the time schedule agreed upon between the PARTIES, best industry Practice, good business ethics, good faith and legal requirements.

6.2. General obligations in the performance of the Agreement

Each Party commits itself to take active part in the efficient implementation of the Project, and to cooperate, perform and fulfill, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it, including in particular the submission of the Intellectual Outputs pursuant to Appendix B. Each Party undertakes to participate in a co-operative manner to the meetings of the different bodies under this Consortium Agreement. In case of systematic cancellation of meetings, a Party will be considered as not having fulfilled its contractual obligations under the present Agreement.

Each Party shall provide promptly all information reasonably required by the Piloting Committee or by the Coordinator to carry out its tasks and shall ensure the accuracy of any information or materials it supplies to the other Parties. If an error in a supplied information is discovered, the disclosing Party shall promptly correct such error therein of which it is notified. The recipient Party shall be responsible for the use to which it puts such information and materials.

On request of the Coordinator, all deliverables, information, and reports shall be submitted in electronic form in .DOC, .DOCX, .XLS, .XLSX or .PDF format, graphics in PNG or JPEG format, video in MPEG4, or any other format mutually agreed.

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. In particular, if the timetable cannot be met because of a Force majeure event, the affected Party shall nevertheless endeavour to keep such delay to a minimum and inform the Coordinator immediately of the revised deadline for completion.

Each Party also agrees to inform the Coordinator of relevant communications it receives from Third Parties in relation to the Project and not to use knowingly any proprietary rights of a Third Party for which such Party has not acquired the corresponding right of use and/or to grant licenses.

Each Party shall ensure the monitoring and supervision of its employees, agents, collaborators, or subcontractor which are employed by it for achieving its obligations under the present Agreement. It is understood that employees, agents, collaborators, or subcontractor who are employed by a Party for achieving its obligations under the present Agreement remain under its sole control, its sole authority and direction. Each Party is solely responsible for the proper performance of its tasks within the Agreement and will be responsible for the acts and omissions of its employees, agents, collaborators, or subcontractor as if it were its own acts and omissions.

Each Party will strictly comply with all rules, laws or regulation that might apply to its activities in the framework of the execution of its obligations under the present Agreement and will perform its Work Packages and tasks in accordance with all obligations under the law. Each Party shall obtain all required permits and authorizations for that purpose. Each Party especially agrees to respect all laws or regulation concerning labor law, concealed employment and social security, health, and safety at work.

6.3. Breach

In the event the Piloting Committee identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, the issue will be included in the agenda and discussed during a Piloting Committee meeting. The Party in question will have the right to answer and the opportunity to explain the reason before the vote of Piloting Committee (Unanimous vote bar the Party in question). Should a Party be thus considered in breach of its obligation by the Piloting Committee, the Coordinator will give written notice requiring such breach to be remedied by the defaulting within 60 calendar days. The notice will specify the issue identified by the Piloting Committee and the reason why the breach is detrimental to the implementation of the project and the consortium.

After the 30-day deadline, a new Piloting Committee meeting will be held to assess if the issue has been resolved and either to (i) validate the remediation from the defaulting Party, (ii) provide an extra extension (up to 15 calendar days) to resolve the issue or (iii) Confirm that the issue is remaining unaddressed or unresolved.

If after this delay, the breach is still not remedied the Piloting Committee may decide either Financial Penalties according to the Grant Agreement or to exclude the Defaulting Party.

6.4. 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 solely 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.

Each Contractor shall thus ensure that any Third Party involved by it for the execution of any of its obligation pursuant to the present Agreement and of the Grant Agreement is bound by terms and conditions fully consistent with those of the Agreement and of the Grant Agreement, especially concerning intellectual property rights and confidentiality.

ARTICLE 7. ORGANIZATION OF THE PROJECT

7.1. Piloting Committee

The Parties shall establish a Piloting Committee which shall be composed of one duly authorised representative of each Party. After having informed the others in writing, each Party shall have the right to replace its representative and/or to appoint a proxy, although it shall use all reasonable endeavours to maintain the continuity of its representation.

The Coordinator shall convene meetings of the Piloting Committee at any time upon written request of any Party in the case of an emergency. The Coordinator shall give each of the Parties at least a 14-day notice in writing of such meetings or seven calendar days' notice in case of an emergency.

This notice shall be accompanied by an Agenda proposed by the Coordinator. Any decision requiring a vote at a Piloting Committee meeting must be identified as such on the proposed agenda.

Should a Party suggest adding a discussion/decision to the proposed agenda, it shall do so in writing to all other Parties at least 3 calendar days prior to the meeting date. However, any decision required or permitted to be taken by the Piloting Committee may be taken in accordance with the above (i) in meetings via teleconference and/or via email; (ii) without a meeting with prior notice and/or (iii) without a vote, if, in any such (ii) and (iii) cases, a consent in writing, setting forth the decision so taken, is signed by the representatives of the Parties having not less than the minimum number of votes that would be necessary to take such decision at a meeting at which all Parties entitled to vote on such decision were represented and were voting, and provided the consent has been delivered for signature to all Parties' representatives.

The Piloting Committee shall be in charge of managing the Project and of major decisions relating thereto. The Piloting Committee shall in particular be responsible for:

- i) Deciding upon the allocation of the Project's budget in accordance with the Grant Agreement, and reviewing and proposing to the Parties budget transfers;
- ii) Making proposals to the Parties for the review and/or amendment of terms of the Grant Agreement and/or this Consortium Agreement;
- iii) Deciding to propose to the Agency the suspension of all or part of the Project or to terminate all or part of the Grant Agreement, or to request the Agency to terminate the participation of one or more Parties;
- iv) In case of default of a Beneficiary agreeing on actions to be taken against a Defaulting Beneficiary, including a request to the Agency for an audit or for the assistance of the Agency, and making proposals to the other Parties to assign the Defaulting Party's tasks, and if appropriate to agree upon a new entity to join the Project for that purpose;
- v) Deciding upon the entering into the Grant Agreement and the Consortium Agreement of new Parties;
- vi) Deciding upon the designation of the depository and rules for the management of the funds received from the Agency and for the management and coordination budgets rules;
- vii) Deciding upon major changes in Work Packages;
- viii) Deciding on technical Milestone Plan for the Project;
- ix) Delivering of the Project Intellectual Outputs and Results and to this end keep the Milestone Plan for the Project, and progress towards meeting it, under review;
- x) Supporting the Coordinator in preparing meetings with the Agency and related data and deliverables.

Unless a decision is to be taken unanimously pursuant to the present Agreement or pursuant to the Grant Agreement, the Piloting Committee shall not deliberate and decide validly unless a majority of two-thirds (2/3) of its members are present or represented excluding if appropriate the Defaulting Party. Where decisions are to be taken, all the members of the Piloting Committee must be present or represented at the meeting.

Each representative shall have one vote and may appoint a substitute to attend and vote at any meeting of the Piloting Committee.

The Parties agree to abide by all decisions of the Piloting Committee. The Coordinator shall validate the minutes of each meeting to formalize in writing all decisions taken and shall dispatch them to all Parties within ten calendar days of the concerned meeting.

The minutes shall be considered as accepted by the Parties if, within fifteen calendar days from receipt thereof, no Party has objected in writing to the Coordinator, provided that objection shall be either on such formalization or on a decision that was not part of the agenda and which was not accepted by all Parties.

7.2. Executive board (Implementation level)

The executive board, made up of Work Packages' leaders and task leaders will meet every 6 months (face-to-face meetings or videoconferences) in order to monitor the project's implementation and make all necessary decisions for the project's tasks and outputs to be delivered according to plan. It also consults and receives advice from the project's stakeholders.

The Work Package leaders and co-leaders coordinate and supervise their Work Package and the tasks leading to the related intellectual outputs. The other beneficiaries, Coordinator included, commit to participate in delivering the tasks. The Work Package leaders should inform and report to the Coordinator.

7.3. Definition and role of the Advisory Committee

The Advisory Committee is composed of students, non-academic representatives working in fields related to project topics, and experts from other European or non European universities. The non-academic members of Tradinnovations Advisory Committee can be Tradinnovations' associated members, industrial members or other external experts. All these experts have expressed their support to Tradinnovations. They will advise the Consortium Committee on the implementation of the project. More precisely, all representatives from any institution associated with Tradinnovations will receive regular information and will be invited to express his/her views on the project, specifically during three Tradinnovations transnational meetings, and on other occasions should the need arise. Questions asked during the course of the project by the External Experts will be discussed within the frame of the Consortium Committee. Students will give their opinion on Tradinnovations summer schools and other outputs. The advisory board will meet regularly, during three of the project's four transnational meetings. The Advisory board shall also contribute to build the project sustainability, supporting the processes that would contribute to sustain the benefits of the projects, in order to ensure the results and effects of the project persist after the conclusion of the intervention period.

7.4. Coordinator

IA as Coordinator of the Project shall be the intermediary between the Parties and the Agency acting under powers delegated by the European Commission and shall perform all tasks assigned to it as described in the Grant Agreement and hereunder. A project manager will be selected among IA to support the Coordinator in his/her mission.

In particular, the Coordinator shall be responsible for:

- i) Submitting reports and other deliverables to the Agency;
- ii) The transmission of any documents and information connected with the Project to and between the Parties concerned;
- iii) Withholding advance payments and transferring sums allocated among the Parties as per the budget agreed in the Piloting Committee and keep related records identifying what portion of the payments made by the Agency has been allocated and/or paid to each Party;
- iv) Coordinating on a day-to-day basis the progress of the technical work under the Project;
- v) Receiving, compiling and distributing to the Parties and other relevant recipients documents; reports, statements and any other information communicated by one Party.

The Coordinator shall neither be entitled to act nor to make legally binding declarations on behalf of any other Party nor to enlarge its role beyond the one described herein and in the Grant Agreement unless otherwise decided by the Parties in writing. However, the Coordinator shall represent the Project towards the Agency and other Third Parties if necessary.

7.5. Partner

The Partner shall undertake:

- i) to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement concluded between the National Agency and the Coordinator;
- ii) to comply with all the provisions of the Grant Agreement binding the Coordinator to the National Agency;
- iii) to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;

- iv) to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- v) to define in conjunction with the Coordinator the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

ARTICLE 8. COSTS, BUDGET AND PAYMENTS

8.1. General Principles

Distribution of the Financial partners requests. The financial envelopes linked to the Work Programme development shall be distributed by the Coordinator according to:

- the Consortium Budget
- The approval of reporting reports by the Agency, and
- The provisions of payment.

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 Agency. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Agency.

Each Party should keep and make available to the Coordinator at all time the original justification of its costs.

Funding Principles. A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its duly justified eligible costs only.

8.2. Budgeting

All resources made available for the Project shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties and shall be budgeted.

The Project's Budget is defined in 8.3.

8.3. Payments

Payments to Parties are the exclusive tasks of the Coordinator.

The Coordinator shall receive all payments made by the Agency on behalf of the Parties. The Coordinator undertakes to transfer the appropriate sum to the respective Parties. The Coordinator will notify each Party promptly of the date and amount transferred to its respective bank account and shall give the relevant references.

The Parties agree that the Community financial Work Packages and tasks shall be distributed as follows:

- i) The maximum common budget to the project shall be 400 000 EUR. The detailed budget, per Work Package, per activity and per partner is described in project submitted application (Appendix B) and the Grant Agreement. This budget will be the reference for financial reporting to the EU Agency.
- ii) The Consortium agrees hereby on an internal distribution that differs from the budget distribution referred to in the Grant Agreement. In fact, during the grant application process, the consortium agreed upon distributing the budget based on an contribution of each partner, to support the cost of project management, in particular HR related costs. Therefore, the budget distribution among partners is as following :

	IA	TUD	UPV	UL	UTU	Nova	Total
UE Budget distribution	158 960 €	55 680 €	41 930 €	43 640 €	53 790 €	46 000 €	400 000 €
Consortium Agreement	217 505 €	41 902 €	31 691 €	32 071 €	41 161 €	35 670 €	400 000 €

iii) Based in the agreed budget, the budget distribution per work package and per partner is as following :

WP	WP description	IA	TUD	UPV	UL	UTU	Nova	Total
WP1	Project management	123 015 €	3 866 €	3 866 €	3 866 €	3 866 €	3 866 €	142 344 €
WP2	Database for end-users	37 900 €	12 695 €	9 583 €	11 685 €	12 588 €	8 703 €	93 155 €
WP3	Educational Content and experimentation	25 385 €	15 410 €	12 707 €	10 691 €	14 008 €	13 721 €	91 922 €
WP4	Digital Resources and animation	13 240 €	7 662 €	3 750 €	4 083 €	5 158 €	4 031 €	37 925 €
WP5	Communication and dissemination	17 965 €	2 269 €	1 785 €	1 746 €	5 540 €	5 348 €	34 654 €
Budget distribution / WP / Partner		217 505 €	41 902 €	31 691 €	32 071 €	41 161 €	35 670 €	400 000 €

iv) The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Partner according to the achievement of the tasks and the following schedule:

1st payment: [40%]

An initial advance of 160000 Euros, i.e 40 % of the grant, will be carried out within 90 days of receiving the initial payment from the National Agency.

2nd payment: [40%]

A second advance of 160000 Euros, i.e 40 % of the grant upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The payment will be carried out by the Coordinator to the Partner within 30 days after receiving the payment by the Agency. The beneficiary reserves the right to withhold this second advance if the partner's report to Coordinator is submitted after the deadline mentioned in article 4 of the Grant Agreement, ie June 30, 2025.

Final payment: [20%]

The balance amount up to 80000 Euros, i.e 20% of the grant will be paid once the partner's contractual agreements have been fully met and all the necessary supporting documentation has been received. The payment will be carried out by the Coordinator to the Partner within 30 days after receiving the payment by the Agency. The beneficiary reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 4 of the Grant Agreement ie November 30, 2026.

v) All payments shall be regarded as advances pending explicit approval by the National Agency of the final report including approval of the eligibility of the activities, the corresponding cost statement (if applicable) and the assessment of the quality of the results of the project.

8.4. Reporting

Before June 1, 2025, the Coordinator will provide a mid-term report on the implementation of the Tradinnovations project on the period from the inception of the project (Nov 1st, 2023 until May 1st, 2025). Subsequent the second pre-financing payment of 40% of the total grant will be transferred to the Coordinator. The Coordinator shall transfer the payment of the second pre-financement of the grant to each Party within 60 days of payment by the Agency.

Likewise, within 30 days of the end of the project, the Coordinator will provide a final report on Tradinnovations project implementation and upload the results of the project on the Erasmus+ results platform. This final report will constitute the demand of payment of the remaining balance (20%) of the grant by the Coordinator. The final payment of the total grant (if all the costs are justified, and the budget fully spent) shall be paid to the Coordinator within 60 days following approval by the Agency of the final report. The Coordinator shall transfer the payment of balance of the grant to each Party within 60 days of payment by the Agency.

The transfer of the Erasmus+ grant contribution to individual beneficiaries will be made by the Coordinator and implemented in accordance with the timetable and procedure described in Article 4 of the Grant Agreement, as following:

EU Payment	Grant Share	Report	Report Deadline	EU payment	Payment transfer to partners by IA	TUD	UPV	UL	UTU	NOVA
1st payment	40%	-	-	30 days after Grant Agreement signature	December 30, 2023	16 761 €	12 676 €	12 828 €	16 464 €	14 268 €
2nd payment	40%	Intermediary report	June 1, 2025	60 days after intermediary report submission	October, 1 2025	16 761 €	12 676 €	12 828 €	16 464 €	14 268 €
3rd payment	20%	Final report	Nov, 30, 2026	60 days after final report submission	Mars, 30 2027	8 380 €	6 338 €	6 414 €	8 232 €	7 134 €
Total payment transfer / partner						41 902 €	31 691 €	32 071 €	41 161 €	35 670 €

In case that a Party did not provide the Coordinator with its deliverables included in the Work Programme or provide them late or provide non-compliant deliverables, such Party shall not receive its concerned allocation, until it remedies such non delivery, late delivery or non-compliant delivery, the validation will be performed by the Piloting Committee or unless the Coordinator decides otherwise. In any case, the Piloting Committee shall be informed and may take additional appropriate action with respect to the concerned Party.

ARTICLE 9. OWNERSHIP AND PROPERTY RIGHTS

9.1. The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries.

9.2. Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

ARTICLE 10. PROMOTION AND VISIBILITY

10.1. The Coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

10.2. Any notice, communication or publication by the project, including at a conference or a seminar, must mention Tradinnovations and its six (6) partners, and acknowledge that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme (the Erasmus+ logo should be displayed along with the mention: "Co-funded by the Erasmus+ Programme of the European Union" and must comply with the visibility rules laid down in Article 5 of the Grant Agreement between the Coordinator and each of the partners.

10.3. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.

10.4. During the period of the partnership agreement and the following two years, each beneficiary undertakes to submit its possible dissemination projects for publications resulting from the work of Tradinnovations to the agreement of the other partners. If the submitting partner doesn't receive a response within 15 days of receiving the proposed publication or submission, it may proceed to its publication or submission.

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

10.5. During the period of the partnership agreement and the following two years, each beneficiary undertakes to submit its possible dissemination projects for publications resulting from the work of Tradinnovations to the agreement of the other partners. If the submitting partner doesn't receive a response within 15 days of receiving the proposed publication or submission, it may proceed to its publication or submission.

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

ARTICLE 11. LIABILITY

11.1. Each contracting Party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other Party or its personnel.

11.2. The Partner shall protect the National Agency, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Beneficiary or their personnel.

ARTICLE 12. FORCE MAJEURE

Neither PARTY shall be liable for failure to fulfill its obligations under this AGREEMENT or for delay in performance thereof to the extent that such failure or delay is caused by circumstances beyond the reasonable control of the PARTY affected including, without limitation, Act of God, flood, fire, accident, explosion, strikes (including strikes involving a PARTY's own employees), shortage of labor materials or utilities, government action, riots, rebellion or extreme weather conditions, war (such circumstances being herein referred to as "Force Majeure") provided that the PARTY affected gives notice in writing to both other PARTIES within thirty (30) days of its becoming aware of any Force Majeure circumstances which may result in a failure or delay in performance of its obligations under this AGREEMENT. If the event of Force Majeure persists for a period of one month or longer, then either PARTY may terminate this AGREEMENT forthwith.

ARTICLE 13. INSURANCE

Each Party shall carry and at all times maintain in full force and effect, at its sole expense policies of general liability and product liability insurance as may be necessary to cover any liabilities it may incur in performing this Agreement for all bodily injuries, material, property damages or any and all damage or expense.

These insurance requirements do not exonerate each Party of their responsibilities pursuant to the present Agreement so that they remain liable for damages not entirely or partially supported under their insurance coverage.

ARTICLE 14. CONFLICT OF INTERESTS

The Parties undertake to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of the Agency, in writing, without delay. The Parties shall undertake to take whatever steps are necessary to rectify this situation at once. The Agency reserves the right to check that the measures taken are appropriate and may demand that the Parties take additional measures, if necessary, within a certain time.

ARTICLE 15. LANGUAGE

15.1. This Agreement is drawn up in English which language shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.

15.2. However, the reporting language to the Agency is in the language of the Grant Agreement, ie French, as required by the Agency, as referred to in Article 21 of the Grant Agreement.

15.3. Beneficiaries commit in allocating to the project staff with enough knowledge of the working language, in order to allow a smooth communication and understanding of the matters discussed.

ARTICLE 16. CONFLICTS AND INCONSISTENCIES

In the event of conflict or inconsistency between any provision contained in this Agreement and the provisions of the Grant Agreement, the provisions of this Agreement shall prevail.

ARTICLE 17. ASSIGNMENTS, AMENDMENTS

Any rights or obligations of the Parties arising from this Agreement may not be assigned or transferred in all or in part to any third Party without the other Parties' prior written approval and such consent shall not be unreasonably withheld.

This Consortium Agreement constitutes the entire agreement between the Parties with respect to the execution of Project and all prior negotiations and understandings between the parties shall be deemed merged into this Agreement.

This Agreement may not be amended, altered, or modified, in whole or in part, except by an amendment in writing executed by all Parties thereto.

ARTICLE 18. SEVERABILITY

Should any provision of this Consortium Agreement prove to be invalid or incapable of fulfillment, or subsequently become invalid or incapable of fulfillment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties shall be entitled to demand that a valid and practicable provision be negotiated which most nearly fulfils the purpose of the invalid or impracticable provision.

ARTICLE 19. APPLICABLE LAW AND JURISDICTION

19.1. This Agreement is governed by the French law, being the law of the Coordinator's country.

19.2. In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the Coordinator's country.

19.3. If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

19.4. If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

19.5. This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Consortium Agreement in 6 original copies.

Authorised to sign on behalf of **Institut national d'enseignement supérieur pour l'agriculture, l'alimentation et l'environnement**

By (signature):

Name (block letters):

Title:

Date:

Authorised to sign on behalf of **TECHNOLOGICAL UNIVERSITY DUBLIN**

By (signature):

Name (block letters):

Title:

Date:

Authorised to sign on behalf of **UNIVERZA V LJUBLJANI**

By (signature):

Name (block letters): PROF. DR. GREGOR MAJDIČ

Title: RECTOR OF UNIVERZA V LJUBLJANI

Date:

Authorised to sign on behalf of **UNIVERSIDADE NOVA DE LISBOA**

By (signature):

Name (block letters):

Title:

Date:

Authorised to sign on behalf of **UNIVERSITAT POLITÈCNICA DE VALÈNCIA**

By (signature):

Name (block letters):

Title: Rector

Date:

Authorised to sign on behalf of **TURUN YLIOPISTO**

By (signature):

Name (block letters):

Title:

Date:



Tradinnovations : An advanced interdisciplinary educational approach to support innovation within food heritage, which is adapted to specific population needs

APPENDIXES

APPENDIX A - BRIEF PROJECT PRESENTATION

APPENDIX B - ERASMUS + SUBMITTED APPLICATION KA220-HED-3BEF91F8-5