

ALLIANCE AGREEMENT



aN Eu Curriculum for chef gasTro-engineering in primAry food caRe

AGREEMENT NUMBER – 621707-EPP-1-2020-1-BE-EPPKA2-SSA



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THIS ALLIANCE AGREEMENT is

BETWEEN:

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10. UNIVERSIDADE DO ALGARVE, Estrada da Penha, 8005-139 Faro, Portugal, 505387271, partner, represented by Alexandra Teodosio, Vice-Rector

11. WIENER INSTITUT FÜR ARBEITSMARKT- UND BILDUNGSFORSCHUNG,
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Petra Ziegler, Deputy chairwoman

12. WIRTSCHAFTSKAMMER STEIERMARK, Körrblergasse 111-113, 8021 Graz,
Austria, 28606808, partner, represented by Christian Kolbl, Managing director

hereinafter, jointly or individually, referred to as "**Parties**" or "**Party**" relating to the
Project entitled:

Title: "aN Eu Curriculum for chef gasTro-engineering in primAry food caRe"

in short

NECTAR

hereinafter referred to as "the Action"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Education, Audiovisual and Culture executive Agency as part of the Erasmus+: Schools, Vocational Training, Adult Education, Platforms under the Key Action 2 funding scheme of Sector Skills Alliance.

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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Section 1: Definitions

- 1.1 Definitions

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

- 1.2 Additional Definitions

“Agency”	Is the Education, Audiovisual and culture executive Agency (EACEA) acting under powers delegated by the European Commission.
“Action”	Action means the description of the work as registered by the Agency under the reference and the related Grant Agreement.
“Defaulting Party”:	Defaulting Party means a Party which the General Assembly has identified to be in breach of this Alliance Agreement and/or the Grant Agreement as specified in Section 4.2 of this Alliance Agreement.
“External Reviewer”	The External Reviewer will review the project deliverables and provide an “independent external quality assessment at mid-term and at the end of the project” in two reports.
“Funding Authority”	means the body awarding the grant for the Project.
“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 Use of own Foreground: Access Rights are needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.
“Software”:	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.
“Work Package”:	means the sub-structure of the Action to facilitate the organisation and management.
“Work Package Leader(s)” or “Leader(s) of Work Package(s)”:	

means the Party which bears the main responsibility of a Work Package and which represents the Work Package in the Steering Committee.

Section 2: Purpose

The purpose of this Alliance 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 intellectual property, liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

- (1) An entity becomes a Party to this Alliance Agreement upon signature of this Alliance Agreement by a duly authorised representative.
- (2) This Alliance Agreement shall have effect from December 1st 2021.
- (3) A new Party enters the Alliance upon signature of this Alliance Agreement by the new Party and the Coordinator. For the new Party the Alliance Agreement will have effect on the Date formally agreed.

3.2 Duration and termination

- (1) This Alliance 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 Alliance Agreement.
- (2) However, this Alliance Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Alliance Agreement.
- (3) If the European Commission terminates the Grant Agreement or if a Party's participation in the Grant Agreement is terminated, this Alliance 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 Alliance Agreement.

3.3 Survival of rights and obligations

- (1) The provisions relating to Access Rights, Confidentiality (for the time period mentioned herein), Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Alliance Agreement.
- (2) Termination shall not affect any rights or obligations of a Party leaving the Alliance incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

- (1) 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 Alliance Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.
- (2) 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.

- (3) Each Party shall provide promptly all information reasonably required by an Alliance Body or by the Coordinator to carry out its tasks.
- (4) Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties and shall promptly correct any error therein of which it is notified.
- (5) Each Party undertakes to use reasonable endeavours to notify the appropriate Work Package Leader promptly of any significant problem and delay likely to affect the success of the Work Package. Each Work Package Leader shall be responsible for alerting the Coordinator of such problems. It shall also inform the other Parties in the appropriate Work Package of relevant communications it receives from third parties in relation to the project activities.

4.2 Breach

- (1) In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Alliance Agreement or the Grant Agreement (e.g. improper implementation, producing poor quality work, missing deadlines, not attending meetings), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, 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.
- (2) If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly 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. The General Assembly may also decide a one-time prolongation of the period for remediation.
- (3) A Party that cannot perform its activity in the Action cannot terminate its formal participation to the Action without guarantee the entry of a new Party of the same category as required by the Sector Skills Alliance call.

4.3 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 Alliance 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 Alliance Agreement and the Grant Agreement. No financial responsibilities occur for Parties due to involvement of third Parties. Third Parties do not have rights on publications if not stated elsewhere by the Steering Committee.

4.4 Responsibilities towards the Coordinator

- (1) Each Party undertakes to make all reasonable endeavours to supply promptly to the Project Coordinator, via the Leader of the appropriate Work Package or directly to Project Coordinator, with all such information or documents as the Coordinator needs to fulfil obligations pursuant to this Alliance Agreement, the Grant Agreement and upon request of the European Commission.

- (2) For an efficient communication between all Parties and the project Coordinator, each Party shall make reasonable endeavours to ensure that at least one contact person of the Party can be reached via e-mail or telephone within the working schedule of the contact person.
- (3) In particular, all information and documents (reports, Deliverables etc.) required by the Project shall be submitted via the Project Coordinator.

Section 5: Liability towards each other

5.1 No warranties

- (1) 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 neither as to the sufficiency or fitness for purpose of any information or materials supplied under the Project nor as to the absence of any infringement of any proprietary rights of third parties.
- (2) Therefore,
 - a. the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
 - b. 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 Affiliates) exercising its Access Rights.

5.2 Limitations of contractual liability

- (1) 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 breach of confidentiality.
- (2) 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 III of the Grant Agreement provided that such damage was not caused by a wilful act or gross negligence.
- (3) The terms of this Alliance 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 Alliance Agreement or from its use of Results or Background.

5.4 Force Majeure

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

Each Party will notify the Coordinator of any Force Majeure without undue delay.

The relevant Alliance Bodies shall examine in good faith the possible transfer of tasks consequent upon the event of Force Majeure. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Alliance Bodies.

Section 6: Governance structure

6.1 General structure

The initial organisation structure of the Alliance shall comprise the following Alliance Bodies:

1. **Project Coordinator (PC)** is the operative project manager, the Applicant, and the intermediary between the Parties and the Funding Authorities as well as the supervisor of the overall progress of the Project. 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 Alliance Agreement.
2. **Steering Committee (SC)**: is responsible for specific Work packages coordination, planning, monitoring and reporting activities.
3. **Advisory Board (AB)**: The AB will be constituted by five external experts and will provide feedback for key deliverables e.g.: the defined Occupational Profile, the Curriculum, the training material, the delivery of the pilots.
4. **General Assembly (GA)**: is the ultimate decision making body of the Alliance.

6.2 Members

6.2.1 General Assembly Members

The General Assembly shall consist of one representative of each Party (hereinafter referred to as “Member”).

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Alliance Agreement.

The Project Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Alliance Agreement.

6.2.2 Steering Committee Members

The SC is composed by the Work Package Leaders that direct the day-to-day technical planning and work within the Work Packages. The SC is responsible for specific coordination, planning, monitoring and reporting for that WP.

6.2.3 Advisory Boards Members

The Advisory Board will be constituted by 4 external experts (practitioners e.g. from VET, economy, labour market services, recognition or accreditation institutions, gastronomy, health and nutrition) from piloting countries and 1 external expert from another (potential rollout) country. These experts will be nominated by Work Package 8 Leader and by project partners.

These experts will work on a voluntary basis and evaluate the main milestones of the project to ensure the quality of the curricula developed from a user perspective in the communication of VET material and project results.

6.3 Operational procedures for the General Assembly

6.3.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- the project coordinator is informed of this substitute at the latest 1 day before the meeting;
- and shall participate in a cooperative manner in the meetings.
-

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The Coordinator shall convene ordinary meetings of the General Assembly at least once per year and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting:

The Coordinator shall give notice in writing of a meeting to each Member as soon as possible and no later than 15 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The Coordinator shall send each Member a written original agenda no later than 10 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting. The agenda will be shared on the project communication platform 7 days in advance of a meeting.

6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting or 5 calendar days before an extraordinary meeting.

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

6.3.2.6 Any decision may also be taken without a meeting if the Project Coordinator circulates to all Members a written document which is then signed by the defined majority of Members. Such document shall include the deadline for responses.

6.3.2.7 Meetings of the General Assembly may also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.5 of this Alliance Agreement.

6.3.3 Voting rules and quorum

6.3.3.1 The General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). In a case of a tie the Coordinator shall have the casting vote.

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

6.3.3.2 Each Member shall have one vote.

6.3.3.3 Notwithstanding 6.3.3.2 a defaulting Party may not vote soon as a decision of the General Assembly that the participation of this Party will terminate, is taken.

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

6.3.4 Veto rights

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

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

6.3.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

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

6.3.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

6.3.5 Minutes of meetings

6.3.5.1 The Coordinator shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 15 calendar days of the meeting.

6.3.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the Coordinator with respect to the accuracy of the draft of the minutes. Requests for amendments will be considered by the Coordinator and if approved sent to all Parties.

6.3.5.3 The Coordinator shall send the accepted minutes to all the Members of the General Assembly, who shall safeguard them.

6.3.6 Decisions of the General Assembly

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

Each Member agrees to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provision of Settlement of disputes in Section 11.8.

The following decisions shall be taken by the General Assembly:

A. Content, finances and intellectual property rights

- Proposals for changes to Annexes 3 and 4 of the Grant Agreement to be agreed by the Funding Authority;
- Changes to the Action;
- Amendments to the Alliance Agreement;
- In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled;
- The transfer of tasks, including the transfer of budget in accordance with 7.2.

B. Evolution of the Alliance

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

6.4 Project Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Funding Authority;
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- transmitting promptly documents and information connected with the Project to any other Parties concerned;
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7;
- 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;
- preparing the implementation of the Advisory Board's suggestions;
- selecting and contracting the external reviewer;
- monitoring work package progress relative to the project plan in order to ensure that project time scales are maintained.

6.4.3 Submitting Deliverables

If one or more of the Parties is in 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.

6.4.4 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

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

6.5 Steering Committee (SC)

The Steering Committee is composed by the Work Package Leaders that direct the day-to-day technical planning and work within the Work Packages.

- The SC will support the Project Coordinator in order to assure the respect of milestones and project results achievement by monitoring success indicators.

6.5.1 Steering Committee role

In details the Steering Committee will be in charge of:

- the communication among the groups that participate in that WP, and provide WP summary reports;
- planning the scientific and technical work of the workpackage;
- organize WP meetings to discuss progress, problems and newly emerging ideas;
- maintain close contact with all WP participants;
- ensuring that the objectives and milestones of the WP are achieved;
- ensuring that deliverables are available on time (WP leaders);

- report promptly to the PC on progress, problems as well as on the milestones, deliverables and financial aspects of the WP;
- identifying any possible risks to the project and agreeing remedial measures, if such are necessary;
- initiating remedial action plans in the event of project deviations.

6.6 Advisory Board

The WP8 leader will aim to ensure a geographical balance in the board, including also European countries that are not part of the project consortium. This is to ensure the project results are transposable to other countries as well.

6.6.1 Meetings and Role

Due to the Corona crisis, the Advisory Board experts will evaluate the core deliverables of the project via online communication (e-mail and questionnaires). They will ensure that the quality of the curricula and other core deliverables is developed from a user perspective. There are 4 core deliverables that will receive feedback from the AB experts: the Occupational Profile, the EU Curriculum, the teaching materials and the pilots.

Their reports will be analysed by the PC and responsible WP leaders within the Steering Committee in order to identify remedial action in case it is required.

The WP8 Leader will ensure the flow of information by collecting the feedback of the AB members and providing a short summary.

The AB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of the Financial Contribution

The financial contribution of the European Commission to the Project shall be distributed by the Coordinator according to:

1. the Alliance Budget as included in the Alliance Plan
2. the approval of reports by the European Commission, and
3. the provisions of payment in Article 7.3.

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

7.1.2 Eligible Costs – Unit Costs

The Unit Cost calculation for any activity and output is solely based on the staff input.

The “Number of days” is related to permanent, temporary, and interim staff employed by partner organisations with an employment contract or an equivalent appointing act with one of Party and assigned to the project implementation in accordance with the provision of the grant agreement.

Learners/Trainees and volunteers cannot be considered as staff member.

7.1.3 Funding Principles

A Party which declares a staff input, i.e. a grant evaluated on the basis of the Unit Cost, smaller than its allocated share of the Alliance Budget will be funded in accordance with its actual duly justified grant.

A Party that declares a staff input higher than its allocated share of the Alliance Budget will be funded only with reference to duly justified eligible costs, up to an amount not exceeding that share.

7.1.4 Financial Consequences for a Defaulting Party

A Defaulting Party shall refund all payments paid to it with the exception of the amount of grant accepted by the Funding Authority.

Furthermore, a Defaulting Party shall, notwithstanding the provisions of Article 5.2 of this Alliance Agreement, during the six months-period commencing from its departure, bear any additional grant occurring to the other Parties in order to perform its and their tasks.

7.1.5 Common Costs

Each Party is responsible for its specific activity as described in the Action.

Following the principle of Unit Costs a Party cannot receive additional grant to cover any other specific costs, such as conferences fees.

A derogation to these general rules is possible for extra common costs required by the Funding Authorities.

The Project Coordinator has the responsibility to communicate the Funding Authority request to the Parties without any undue delay.

If there are no specific indications from the Funding Authorities, the extra common costs will be distributed between the Parties proportionally with respect to the available budget.

Following this principle, the project coordinator has concluded a contract (in annex) with Herman Vandevijvere in January 2021. The fixed price of 9.000,00 euro will be distributed proportionally between the Parties.

7.2 Budgeting – Internal Peer-review Process

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

When a Party is willing to take over tasks from another Party, in consent with this other Party, the Project Coordinator will prepare a proposal of decision on this and put it on the agenda of the General Assembly. The General Assembly will decide on this transfer, including the transfer of budget. If approved, the Project Coordinator will contact the Agency for adaption of the Grant Agreement according to the decision of the General Assembly.

The Internal Peer-Review Process

For the partners who have working days in their budget to support the Quality Assurance.

(1) the responsible of the deliverable will ask max. 3 times for an internal review; if the review is still not completed (2) the partner will send a reminder max. 2 times and if there's still no answer, (3) the Project Coordinator will intervene.

7.3 Payments

7.3.1 Payments to Parties are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

- notify promptly the Parties, via email, when it's time to prepare a financial statement. These financial statements will take place every 6 months;
- after the notification of the PC, the Parties have 2 months to deliver the correct documents. Postponement of 1 month is possible only if the GA agrees;
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
- with reference to Articles II.25.1 and II.25.2 of the Grant Agreement, no Party shall receive more than its allocated share of the maximum grant amount from which the amounts for the final payment have been deducted.

7.3.2 Payment schedule

The payment schedule, which contains the transfer of pre-financing, ~~and~~ interim payment and payment of the saldo to Parties, will be handled according to the following principles:

1. Funding of costs included in the Alliance Plan will be paid to Parties after their reception from the Funding Authority ~~EU Commission~~ without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.
2. The Coordinator is entitled to withhold any payment due to a Party identified by a responsible Alliance Body to be in breach of its obligations under this Alliance Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Alliance Agreement.

3. The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.
4. The Coordinator must make the following payments to the Parties, provided that the parties deliver the Project Coordinator both the required documents for the financial statements (time sheets, employment contracts, payslips) and the required Outputs (Deliverables):
 - a. A first pre-financing payment of 40% of the budget, minus the amounts already paid at the time of signing of this agreement and the common cost of 9.000,00euro
 - b. A second pre-financing payment of 40% of the budget
 - c. The payment of the balance.

7.3.3 Payments of the publications

The First Authorship, that is, the organization is first to be named, pays for the publication.

Section 8: Foreground

8.1 Ownership of Results

Results are owned by the Party/Parties that generates them. The Agency and/or the Union has the rights of use specified in the General Conditions (Annex II of the Grant Agreement) and in Article I.8 of the Grant Agreement for the whole duration of the industrial or intellectual property right(s) concerned.

8.2 Joint ownership

In case of joint ownership of results, and when no joint ownership agreement has been concluded yet, each of the joint owners shall be entitled to:

- use their jointly owned results for non-commercial research, teaching and patient care activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- 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, to be agreed between the Parties concerned before the interested joint owner effectively exploits the results.

8.2 Transfer of Results

Each Party may transfer ownership of its own Results only if it does not prejudice the Articles II of the Grant Agreement.

It may identify specific third parties it intends to transfer the ownership of its Results to in to this Alliance Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties.

The transferring Party shall, however, notify 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 the listed third parties after signature of this Alliance Agreement requires a decision of the Generally Assembly.

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 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 Articles I.8, I.9 and I.10. of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 25 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 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 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 academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

8.3.1.3 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); the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 45 calendar days from the time it raises such an objection. After 45 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.

8.3.1.4 Any publication documents after approval by journals or other publication services shall be sent to the Project Coordinator in order to attend to the Parties obligation with the Funding Authority.

8.3.2 Dissemination of another Party's unpublished Results or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

Nothing in this Alliance 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, with the exception of activities inherent to milestones, dissemination plan and deliverables.

Section 9: Access Rights

9.1 General Principles

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

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

9.1.3 Access Rights shall be free of any administrative transfer costs.

As provided in the Grant Agreement Article II.1.2. Parties shall inform the Alliance as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights

9.1.4 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.

9.1.6 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.

9.1.7 The requesting Party must show that the Access Rights are needed.

9.2 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.

9.3 Access Rights for Exploitation

9.3.1 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 non-commercial research, teaching and patient care activities shall be granted on a royalty-free basis.

9.3.2 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 Reasonable conditions.

9.3.3 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, after the termination of the requesting Party's participation in the Project.

9.4 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Alliance 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.

9.5 Access Rights for Parties entering or leaving the consortium

9.5.1 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.

9.5.2 Parties leaving the consortium

9.5.2.1 Access Rights granted to a leaving Party

9.5.2.1.1. 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.

9.5.2.1.2. 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.

9.5.7.2.2. 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.

9.6 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.

Section 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 of non-disclosure under the Grant Agreement, for the duration of the project and a period of 3 years thereafter:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party 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 on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

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 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence 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; or
- 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 law or regulation or order of a court.

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

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.

10.8 The confidentiality obligations under this Alliance Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Alliance Agreement consists of this body text and Attachment (External Reviewer).

In case this Alliance Agreement is in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachment and the core text of this Alliance Agreement, the latter shall prevail.

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party of the Alliance. Nothing in this Alliance 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 Alliance Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Project Coordinator.

11.3.1 Formal notices:

If it is required in this Alliance 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 or telefax with receipt acknowledgement.

11.3.2 Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt (e.g. Minutes), which fulfils the conditions of written form. Any change of persons or contact details shall be notified immediately by the respective Party to the Project Coordinator. The address list shall be accessible to all concerned Parties.

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Alliance 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 Alliance Agreement require an approval of the General Assembly and a separate written agreement to be signed between all Parties.

11.5 Mandatory statutory law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, which cannot be solved amicably within two (2) months from the notification of the dispute to the Coordinator by the most diligent involved Party, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels, Belgium unless the disputing parties agree to meet in an alternative European city. The language to be used in the mediation shall be English, unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels, Belgium unless the disputing parties agree to meet in an alternative European city. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed upon.

Any costs incurring by mediation and arbitration are to be covered exclusively by the disputing parties.

Section 12: Signatures

This Alliance Agreement shall be executed in any number of counterparts, all of which together shall constitute one and the same instrument. The Project Coordinator and every other Party shall each sign two (2) counterparts of the corresponding signature page.

The Project Coordinator shall return one (1) fully signed original counterpart to the corresponding Party, together with copies of all the counterparts signed by the other Parties, after the Coordinator's receipt of all such signed counterparts from all Parties.

SIGNATURES Participant No 2

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits

Title: Director Research and Project Management

Date:

Authorised to sign on behalf of

EIP ON AHA REFERENCE SITES COLLABORATIVE NETWORK

Signature

Name:

Title:

Date:

SIGNATURES Participant No 3

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odissee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

FONDAZIONE ISTITUTO TECNICO SUPERIORE PER TECNOLOGIE INNOVATIVE
PER I BENI E LE ATTIVITÀ CULTURALI E TURISTICHE

Signature

Name:
Title:
Date:

SIGNATURES Participant No 4

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

ISTITUTO PROFESSIONALE STATALE PERL'ENOGASTRONOMIA E
L'OSPITALITA ALBERGHIERA MARCO POLO

Signature

Name:
Title:
Date:

SIGNATURES Participant No 5

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

MEDIZINISCHE UNIVERSITAT GRAZ

Signature

Name: Mag. Caroline Schober
Title: Vice-Rector for Research and International Affairs
Date:

Authorised to sign on behalf of

MEDIZINISCHE UNIVERSITAT GRAZ

Signature

Name: Univ.-Prof. Dr. Alexander Rosenkranz
Title: Head of Department of Internal Medicine
Date:

Read and acknowledged by:

Signature

Name: Univ.-Prof. Dr. Regina Roller-Wirnsberger
Date:

SIGNATURES Participant No 6

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

REGIONE CAMPANIA

Signature

Name:
Title:
Date:

SIGNATURES Participant No 7

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

REGIONE LIGURIA

Signature

Name:
Title:
Date:

SIGNATURES Participant No 8

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

SANTA CASA DA MISERICORDIA DE ALBUFEIRA

Signature

Name:
Title:
Date:

SIGNATURES Participant No 9

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

SI4LIFE – SCIENZA E IMPRESA INSIEME PER MIGLIORARE LA QUALITA' DELLA
VITA SCRL

Signature

Name:
Title:
Date:(

SIGNATURES Participant No 10

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

UNIVERSIDADE DO ALGARVE

Signature

Name:
Title:
Date:

SIGNATURES Participant No 11

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

WIENER INSTITUT FUR ARBEITSMARKT- UND BILDUNGSFORSCHUNG

Signature

Name:
Title:
Date:

SIGNATURES Participant No 12

AS WITNESS:

The parties have caused this Alliance Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of

Odisee

Signature

Name: Dirk Smits
Title: Director Research and Project Management
Date:

Authorised to sign on behalf of

WIRTSCHAFTSKAMMER STEIERMARK

Signature

Name:
Title:
Date: