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**ERASMUS+ PROGRAMME**  
**PROJECT 101129280 — BEAUCOUP**  
**(Boosting Digital Excellence and Aptitude of Universities in the Countries of East Partnership)**

**CONSORTIUM AGREEMENT**

**BETWEEN:**

**UNIVERSITY OF TARTU**, PIC 999895013, established in Ülikooli 18, 50090 Tartu, Estonia  
(hereafter also named Coordinator),

**UNIVERZA NA PRIMORSKEM UNIVERSITA DEL LITORALE**, PIC 998802793, established in Titov trg 4, 6000 Koper, Slovenia  
(hereafter also named Beneficiary 1)

**UNIVERSITAT POLITÈCNICA DE VALÈNCIA (UPV)**, PIC 999864846, established in Camino de Vera sn; Edif.3A, 46022, Valencia, Spain  
(hereafter also named Beneficiary 2)

**ZAPORIZHZHIA NATIONAL UNIVERSITY**, PIC 994777972, established in Universytetska 66, Zaporizhzhia, Ukraine 69011 (National coordinator for Ukraine)  
(hereafter also named Beneficiary 3)

**TERNOPIL VOLODYMYR HNATIUK NATIONAL PEDAGOGICAL UNIVERSITY**, PIC 933286568, established in M. KRYVONOSA STREET 2, TERNOPIL 46027, Ukraine  
(hereafter also named Beneficiary 4)

**POLTAVA V.G. KOROLENKO NATIONAL PEDAGOGIKAL UNIVERSITY**, PIC 909471613, established in Ostrohradskoho str. 2, 36003 Poltava, Ukraine  
(hereafter also named Beneficiary 5)

**VINNYTSIA MYKHAILO KOTSIUBYNSKYI STATE PEDAGOGICAL UNIVERSITY**, PIC 918936388, established in Ostrozkoho St 32, 21001 Vinnytsia, Ukraine  
(hereafter also named Beneficiary 6)

**RAKVERE CITY KINDERGARTEN (Rakvere Linn)**, PIC 891145306, established in Posti 29, Rakvere, 44313 Lääne-Viru maakond  
(hereafter also named Beneficiary 7)

**KOPER KINDERGARTEN**, PIC 919806284, established in Kettejeva ulica 13, 6000 Koper, Slovenia  
(hereafter also named Beneficiary 8)

**TARTU JOGENTAGA SCHOOL (Tartu linn)**, PIC 915887193, established in Uus 54, Tartu 50606, Estonia  
(hereafter also named Beneficiary 9)



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**EDTECH ESTONIA**, PIC 886093061, established in Tina 26-5, 10126 Tallinn, Estonia  
(hereafter also named Beneficiary 10)

**MINISTRY OF EDUCATION AND SCIENCE OF UKRAINE (MESU)**, PIC 938113773,  
established in Beresteyskyi Avenue 10, Kyiv 01135, Ukraine  
(hereafter also named Beneficiary 11)

**PAVLO TYCHYNA UMAN STATE PEDAGOGICAL UNIVERSITY (USPU)**, PIC  
930776305,  
established in Sadova 2, 20300 Uman, Ukraine  
(hereafter also named Beneficiary 12)

**IZMAIL STATE UNIVERSITY OF HUMANITIES (ISUH)**, PIC 931941178,  
established in Repin Street, 12, 68610 Izmail, Ukraine  
(hereafter also named Beneficiary 13)

**STATE INSTITUTION "LUHANSK TARAS SHEVCHENKO NATIONAL  
UNIVERSITY" (LNU)**, PIC 915862167,  
established in 3 Kovalia Street, 36003 Poltava, Ukraine  
(hereafter also named Beneficiary 14)

and the associated partners

**INSTITUTE OF PROBLEMS ON EDUCATION OF THE NATIONAL ACADEMY  
OF EDUCATIONAL SCIENCES OF UKRAINE**, PIC 898046856,  
(hereafter also named Associated partner 15)

**NATALIA KUZMENKO (VESELKA)**, PIC 883347185,  
(hereafter also named Associated Partner 16)

**TERNOPIL SPECIALIZED IN FOREIGN LANGUAGES SCHOOL 3**, PIC 883361832,  
(hereafter also named Associated Partner 17)

hereinafter jointly or individually referred to as "Associated Partners" or "Associated Partner",

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled "Boosting Digital Excellence and Aptitude of Universities in the Countries of East Partnership" in short BEAUCOUP, hereinafter referred to as "Project"

**WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority.

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:



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## **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**

#### **“Consortium Body”**

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

#### **“Consortium Plan”**

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the PMB (Section 6.1).

#### **“Granting Authority”**

means the body awarding the grant for the Project.

#### **“Defaulting Party”**

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

#### **“Needed”**

means:

*For the implementation of the Project:*

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

*For Exploitation of own Results:*

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

#### **“Software”**

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.

## **2 Purpose**

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

## **3 Entry into force, duration and termination**

### **3.1 Entry into force**

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

### **3.2 Duration and termination**

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

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

If



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- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
  - the Grant Agreement is terminated, or
  - a Beneficiary's participation in the Grant Agreement is terminated,
- this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

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

### **3.3 Survival of rights and obligations**

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

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

## **4 Responsibilities of Parties**

### **4.1 General principles**

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

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

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

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

### **4.2 Specific responsibilities for Associated Partners**

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

The Associated Partner(s) hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)



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- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partner(s) support(s) the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit(s) to contribute to the technical and continuous reporting during and after the implementation of the Project.

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

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end.

Should the Associated Partner(s) be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

#### **4.3 Breach**

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

If such breach is substantial and is not remedied within that period or is not capable of remedy, the PMB may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

#### **4.4 Involvement of third parties**

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

#### **4.5 Specific responsibilities regarding data protection**

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and



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relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

## **5 Liability towards each other**

### **5.1 No warranties**

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

### **5.2 Limitations of contractual liability**

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality.

A Party's general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

### **5.3 Damage caused to third parties**

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

### **5.4 Force Majeure**

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

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

## **6 Governance structure**

### **6.1 General structure**

The organisational structure of the consortium shall comprise the following Consortium Bodies: The Project Management Board (**PMB**) is the decision-making body of the consortium.

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

The Project management framework also includes the **Dissemination Board, Quality Board** and **Financial Administrative Board**.



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## 6.2 Members

The PMB shall consist of one representative of each Beneficiary (hereinafter referred to as “Member”).

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

The Coordinator shall chair all meetings of the PMB, unless decided otherwise by the PMB.

The Parties agree to abide by all decisions of the PMB.

This does not prevent the Beneficiaries from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 13.8 of this Consortium Agreement.

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

## 6.3 Operational procedures for the PMB:

### 6.3.1 Representation in meetings

Any Member:

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

### 6.3.2 Preparation and organisation of meetings

#### 6.3.2.1 Convening meetings:

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

#### 6.3.2.2 Notice of a meeting

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

#### 6.3.2.3 Sending the agenda:

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

#### 6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

#### 6.3.2.5

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

#### 6.3.2.6

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

#### 6.3.2.7

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

### 6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the PMB a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and



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b) the decision is agreed by 51 % of all Parties.

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

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

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

#### **6.3.4 Voting rules and quorum**

##### 6.3.4.1

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

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

##### 6.3.4.2

Each Member present or represented in the meeting shall have one vote.

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

##### 6.3.4.3

Whenever possible, the PMB will make decisions by consensus. If necessary, the members will vote, in this case the decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

#### **6.3.5 Veto rights**

##### 6.3.5.1

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

##### 6.3.5.2

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

##### 6.3.5.3

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

##### 6.3.5.4

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

##### 6.3.5.5

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

##### 6.3.5.6

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

##### 6.3.5.7

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



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### **6.3.6 Minutes of meetings**

#### 6.3.6.1

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

#### 6.3.6.2

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

#### 6.3.6.3

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

### **6.3.7 Decisions of the PMB**

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

The following decisions shall be taken by the PMB:

- Content, finances and intellectual property rights
  - Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
  - Changes to the Consortium Plan
  - Modifications or withdrawal of Background in Attachment 1 (Background Included)
  - Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
  - Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

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

Breach, defaulting party status and litigation

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

Appointments



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In the case of abolished tasks as a result of a decision of the PMB, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

## **6.4 Coordinator**

### **6.4.1**

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

### **6.4.2**

In particular, the Coordinator shall be responsible for:

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

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

### **6.4.3**

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

### **6.4.4**

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

### **6.4.5**

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

## **7 Financial provisions**

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



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## **7.1 General Principles**

### **7.1.1 Distribution of Financial Contribution**

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

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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

### **7.1.2 Information provided by Beneficiary**

Each beneficiary must provide the Granting Authority and the Coordinator complete, reliable and true information in order to verify eligibility of the lump sum contributions declared.

### **7.1.3 Payments arrangements**

Payments are conditional to having received the corresponding payments from Agency.

If there is a difference between the amount of the Erasmus+ grant contribution claimed by the Beneficiary and the amount accepted by the Granting Authority at the end of the project, the Beneficiary or Beneficiaries that failed to carry out the activities that originate the reduction in the final payment shall:

- if the Beneficiary has received an excess payment, that is, the Coordinator has transferred as advance payments a higher amount that is due to the Beneficiary that failed to carry out the activities that originate the reduction of the grant: then the corresponding excess payment must be transferred by the Beneficiary to the Coordinator within 30 days from the reception of the communication. In case no refund takes place within 30 days, the Beneficiary is in substantial breach of the Consortium Agreement.

- If the amount due in the final payment is lower than the grant amount claimed by the Beneficiary that failed to carry out the activities that originate the reduction of the final payment by the Agency: The final payment from the Coordinator will be adjusted to the grant amount actually accepted by the Agency for the Beneficiary.

In the event it is not possible to identify which one(s) of the Beneficiaries is (are) responsible for the reduction in the funding, the final grant of the Beneficiaries shall be reduced pro-rata.

### **7.1.4 Revenue**

In case a Beneficiary earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Beneficiary earning such revenue. The other Beneficiaries' financial share of the budget shall not be affected by one Beneficiary's revenue. In case the relevant revenue is more than the allocated share of the Beneficiary as set out in the Consortium Plan, the Beneficiary shall reimburse the funding reduction suffered by other Beneficiaries.

### **7.1.5 Financial Consequences of the termination of the participation of a Beneficiary**

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, a Beneficiary declared to be a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The PMB should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.



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### 7.1.7 Co-financing

The Beneficiaries financial contribution to the project amounts to 10% of the project of 1 111 077 EUR.

Name	Country	EU Grant, EUR	Total costs, EUR
University of Tartu, Coordinator	Estonia	133307,23	148120,1
Univerza na Primorskem Universita del Litorale, Beneficiary 1	Slovenia	78263	86958,9
University of Gdansk, terminated after amendment	Poland	3146,77	3495,69
Universitat Politècnica de València, Beneficiary 2	Spain	89646	99606,3
Zaporizhzhia National University, Beneficiary 3	Ukraine	101926	113250,94
Ternopil Volodymyr Hnatiuk National Pedagogical University, Beneficiary 4	Ukraine	93488	103875,6
Poltava V.G. Korolenko National Pedagogical University, Beneficiary 5	Ukraine	86169	95743,6
Vinnytsia Mykhailo Kotsiubynskyi State Pedagogical University, Beneficiary 6	Ukraine	86776	96417,7
Rakvere Linn / Rakvekre Municipal Kindergarten, Beneficiary 7	Estonia	17575	19527,5
Koper Kindergarten, Beneficiary 8	Slovenia	10092	11213,6
Tartu Jogentaga School, Beneficiary 9	Estonia	10997	12219,4
EdTech Estonia, Beneficiary 10	Estonia	25857	28729,5
Ministry of Education and Science of Ukraine, Beneficiary 11	Ukraine	8012	8902,4
Pavlo Tyohyna Uman State Pedagogical, Beneficiary 12	Ukraine	83011	92234
Izmail State University Of Humanities, Ukraine, Beneficiary 13	Ukraine	88692	98547
State Institution "Luhansk Taras Shevchenko National University", Beneficiary 14	Ukraine	83011	92234
<b>Total</b>		<b>999 969</b>	<b>1 111 076,23</b>



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## 7.2 Payments

### 7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references

perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Article 22 of the Grant Agreement, no Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

### 7.2.2

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

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority in separate instalments as agreed below:

#### 1st instalment

Within 30 days of receiving this signed contract the pre-financing payment of 70% of the grant allocated to the Beneficiary, except for the Ukrainian universities (Zaporizhzhia National University / Beneficiary 3, Ternopil Volodymyr Hnatiuk National Pedagogical University / Beneficiary 4, Poltava V.G. Korolenko National Pedagogical University / Beneficiary 5, Vinnytsia Mykhailo Kotsiubynskyi State Pedagogical University / Beneficiary 6, Pavlo Tychyna Uman State Pedagogical, Beneficiary 12, Izmail State University Of Humanities, Ukraine, Beneficiary 13, State Institution "Luhansk Taras Shevchenko National University", Beneficiary 14), 1st instalment for Ukrainian universities will be payment of 40% of the grant allocated to them (due to clause 7.2.3).

The University of Gdansk, that terminated its participation, receives 100% of their budget in the volume

#### 2nd instalment

Within 30 days after the equipment is procured, the second tranche to Ukrainian university partners will be done.

#### Balance payment:

The payment of the balance within 60 days of approval of the final project report by the EACEA. The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the Partners for the implementation of the project.

Name	Country	EU Grant	1st instalment	2nd instalment	Balance payment
University of Tartu, Coordinator	Estonia	133307,23	92380,53	n/a	40926,7



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Univerza na Primorskem Universita del Litorale, Beneficiary 1	Slovenia	78263	54784	n/a	23479
University of Gdansk, terminated after amendment	Poland	3146,77	3146,77	n/a	0
Universitat Politècnica de València, Beneficiary 2	Spain	89646	62752	n/a	26894
Zaporizhzhia National University, Beneficiary 3	Ukraine	101926	40770	30578 (the sum is given before deduced equipment procurement under 8.1)	30578
Ternopil Volodymyr Hnatiuk National Pedagogical University, Beneficiary 4	Ukraine	93488	37395	28046 (the sum is given before deduced equipment procurement under 8.1)	28047
Poltava V.G. Korolenko National Pedagogical University, Beneficiary 5	Ukraine	86169	34467	25850 (the sum is given before deduced equipment procurement under 8.1)	25852
Vinnitsia Mykhailo Kotsiubynskyi State Pedagogical University, Beneficiary 6	Ukraine	86776	34710	26032 (the sum is given before deduced equipment procurement under 8.1)	26034
Rakvere Linn / Rakvekre Municipal Kindergarten, Beneficiary 7	Estonia	17575	12302	n/a	5273
Koper Kindergarten, Beneficiary 8	Slovenia	10092	7064	n/a	3078
Tartu Jogentaga School, Beneficiary 9	Estonia	10997	7697	n/a	3300
EdTech Estonia, Beneficiary 10	Estonia	25857	18099	n/a	7758
Ministry of Education and Science of	Ukraine	8012	5608	n/a	2404



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Ukraine, Beneficiary 11					
Pavlo Tychyna Uman State Pedagogical, Beneficiary 12	Ukraine	83011	33204	24903	24903
Izmail State University Of Humanities, Ukraine, Beneficiary 13	Ukraine	88692	35476	26607	26609
State Institution "Luhansk Taras Shevchenko National University", Beneficiary 14	Ukraine	83011	33204	24903	24904
Total		999 969	513059,77	186919	299 991

Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Beneficiary concerned.

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

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

### 7.2.3. Equipment procurement

Specific obligations and role Zaporizhzhia National University / Beneficiary 3 (National coordinator for Ukraine), in this section hereinafter referred to as the "Procurement coordinator" in Procurement procedures:

Ukrainian beneficiaries agree to authorize Procurement coordinator from their countries to carry out required Procurements specified in project application. Procurement Coordinator will obtain all necessary documents for these purposes and beneficiaries will provide them.

Procurement coordinator is responsible to carry out joint Procurement procedures in order of National legislation and conditions set out by Grant Agreement, Partner Agreement (specifically Annex IX) and General Conditions of Erasmus + CBHE. Guidance to prepare a tendering procedure is set out in Annex IX of this Agreement.

Procurement coordinators will collect and provide following supporting documents:

- Tender specific actions what the beneficiary institution is going to buy, based on project application and agreed between Ukrainian beneficiaries.
- In case of significant changes of the equipment to be purchased compared to the equipment as specified in the original application, prior written authorisation from the Agency should be given during project implementation.
- Invoice(s) and bank statement(s) for all purchased equipment (please note that order forms, pro-forma invoices, quotations or estimates are not considered as proof of expenditure).
- When the threshold of EUR 25.000 is exceeded and below EUR 134.000, documentation on the tendering procedure and three quotations from different suppliers or documentation on the



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tendering procedure applied according to national legislation. Proof that the equipment is recorded in the inventory of the institution.

Procurement coordinators are responsible for the eligibility of costs incurred in result of Procurement processes. Particularly:

- they are incurred within the 1st year after the signing of agreement;
- they are indicated in the estimated budget of the action;
- they are incurred in connection with the action as described in Annex II and are necessary for its implementation;
- they are identifiable and verifiable, in particular they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency;
- In any case of doubt the Procurement coordinator shall contact the Coordinator of the project and ask for prior written approval based on clear justifications. It is however the responsibility of the Procurement coordinator to ensure that in case approval is given, the purchased items comply with the eligibility criteria since the verification of the eligibility of the specific equipment items will only be carried out following the submission of the final report.

The Procurement coordinators and beneficiaries may not split the purchase of equipment in to smaller contracts below the threshold.

The following costs are not considered eligible: equipment such as furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems.

Procurement coordinators must award the contract to the economically most advantageous offer, i.e. the bid offering the best value for money, or, as appropriate to the tender offering the lowest price, ensuring that there is no conflict of interests and that documentation is retained in case of audit.

Equipment is intended exclusively for the Partner Country Higher Education Institutions which are included in the partnership where it must be installed as soon as practically possible. The equipment must be recorded in the inventory of the institution where it is installed. This institution is the sole owner of the equipment.

Procurement coordinators are responsible to distribute procured goods to the beneficiaries.

Payment procedures for incurred costs are set out in clause 7.2.2.

#### **7.2.4 Reports**

The Beneficiary shall submit to the Coordinator all the information and documents required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents by June 30, 2026, at the latest.

The Beneficiary shall provide the Coordinator with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents by June 30, 2026, at the latest.

## **8 Bank accounts of the Partners**

### **UNIVERZA NA PRIMORSKEM UNIVERSITA DEL LITORALE /Beneficiary 1**

Account holder: Univerza na Primorskem Universita del Litorale



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Address: Titov trg 4, 6000 Koper, Slovenia; SI-6000 Koper, Slovenia

Bank: Banka Slovenije  
Address: Slovenska cesta 35, 1505 Ljubljana

IBAN number: SI56011006000001866  
SWIFT code: BSLJSI2X

### **UNIVERSITAT POLITÈCNICA DE VALÈNCIA (UPV) /Beneficiary 2**

Account holder: UNIVERSITAT POLITECNICA DE VALENCIA  
Address: CAMINO DE VERA, S/N, 46022, VALENCIA, SPAIN

Bank: BANCO SANTANDER  
Address: C/BARCAS 8, 46002, VALENCIA, SPAIN

IBAN number: ES69 0049 1827 8529 1054 3530  
SWIFT code: BSCEMM

### **ZAPORIZHZHIA NATIONAL UNIVERSITY /Beneficiary 3**

Account holder: Zaporizhzhia National University  
Address: 66 Universytetska, Zaporizhzhia, Ukraine 69011

Bank: JSC CB "PRIVATBANK"  
Address: 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

IBAN number: UA213133990000025303055700788  
SWIFT code: PBANUA2X

Correspondent bank:  
Account in the correspondent bank: 6231605145  
SWIFT Code of the correspondent bank: CHASDEFX  
Correspondent bank: J.P.MORGAN AG, FRANKFURT AM MAIN, GERMANY

### **TERNOPIL VOLODYMYR HNATIUK NATIONAL PEDAGOGICAL UNIVERSITY /Beneficiary 4**

Account holder: TERNOPIL VOLODYMYR HNATIUK NATIONAL PEDAGOGICAL UNIVERSITY  
Address: M. Kryvonosa Street 2, 46027 Ternopil, Ukraine

Bank: JSB Ukgasbank Kyiv  
Address: 1 YEREVANSKA ST., KYIV 03087, UKRAINE

IBAN number: UA653204780000025303000000108  
SWIFT code: UGASUAUK



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**POLTAVA V.G. KOROLENKO NATIONAL PEDAGOGICAL UNIVERSITY /  
Beneficiary 5**

Account holder: POLTAVA V. G. KOROLENKO NATIONAL PEDAGOGICAL  
UNIVERSITY

Address: 2 OSTROHRADSKOHO STR, POLTAVA, 36003, UKRAINE

BANK: JSC CB "PRIVATBANK"

ADDRESS: 1D HRUSHEVSKOHO STR, KYIV, 01001, UKRAINE

IBAN number: UA533052990000025305021200890

SWIFT code: PBANUA2X

**VINNYTSIA MYKHAILO KOTSIUBYNSKYI STATE PEDAGOGICAL  
UNIVERSITY /Beneficiary 6**

Account holder: Vinnytsia Mykhailo Kotsiubynskyi State Pedagogical University

Address: 32 Ostrozkoho Street, Vinnytsia, 21001, UKRAINE

Bank: PJSC "State Savings Bank of Ukraine"

Address: 30 Kotsiubynskogo Street, Vinnytsia, Ukraine

IBAN number: UA973020760000026008300402225

SWIFT code: COSBUAUKVIN

**RAKVERE City KINDERGARTEN (Rakvere Linn) /Beneficiary 7**

Account holder: Rakvere linnavalitsus

Address: Lai 20, 44308 Rakvere, Estonia

Bank: SEB Pank AS

Address: Lai 20, 44308 Rakvere, Estonia

IBAN number: EE861010502003419005

SWIFT code: EEUHEE2X

**KOPER KINDERGARTEN /Beneficiary 8**

Account holder: JAVNI VZGOJNO - IZOBRAŽEVALNI ZAVOD VRTEC KOPER

Address: KETTEJEVA ULICA 13, 6000 KOPER, SLOVENIA

Bank: UPRAVA RS ZA JAVNA PLAČILA

Address: Pristaniška ulica 10, 6000 Koper

IBAN number: SI56 01250 6030635846

SWIFT code: BSLJSI2X



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### **TARTU JOGENTAGA SCHOOL (Tartu Linn) /Beneficiary 9**

account holder: Tartu Linnavalitsus  
Address: Raekoda, Tartu

Bank: AS SEB PANK  
Address: Tornimäe 2, Tallinn

IBAN number: EE291010102030226001  
SWIFT code: EEUHEE2X

### **EDTECH ESTONIA /Beneficiary 10**

Bank acc holder: MTÜ EdTech Estonia  
Address: Tina 26-5, 10126 Tallinn, Estonia

Bank: AS LHV Bank  
Bank Address: Tartu mnt 2, 10145 Tallinn, Estonia

IBAN: EE697700771005638308  
BIC/SWIFT: LHVBE22

### **MINISTRY OF EDUCATION AND SCIENCE OF UKRAINE /Beneficiary 11**

Account holder: Ministry of Education and Science of Ukraine  
Address: 10 Beresteyskyi Avenue, Kyiv, Ukraine 01135

Bank: Joint Stock Company "THE STATE EXPORT-IMPORT BANK OF UKRAINE"  
Address: 127 Antonovycha Street, Kyiv, Ukraine, 03150

IBAN number: UA393223130000025300010064370  
SWIFT code: EXBS UA UX

### **PAVLO TYCHYNA UMAN STATE PEDAGOGICAL / Beneficiary 12**

Account holder: Pavlo Tychyna Uman State Pedagogical University  
Address: 2 Sadova Str., Uman, 20300, Ukraine

Bank Name: JSC CB "PRIVATBANK"  
Address of the Bank: 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

IBAN Code: UA843052990000025309021600612  
Swift Code: PBANUA2X

### **IZMAIL STATE UNIVERSITY OF HUMANITIES / Beneficiary 13**



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Account holder: Izmail State University of Humanities  
Address: Repin Street, 12, 68610 Izmail, Ukraine

Bank: JSC CB "PRIVATBANK"  
Address: 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

IBAN number: UA683052990000025300004900134  
SWIFT code: PBANUA2X

**STATE INSTITUTION "LUHANSK TARAS SHEVCHENKO NATIONAL UNIVERSITY" / Beneficiary 14**

Account holder: State Institution "Luhansk Taras Shevchenko National University"  
Address: 3 Ivana Banka Street, Poltava, 36014

Bank: JOINT-STOCK COMPANY COMMERCIAL BANK "PRIVATBANK"  
Address: 1D Hrushevskoho St., Kyiv, 01001, Ukraine

IBAN number: UA383052990000025309011200033  
SWIFT code: PBANUA2X

## **9 Results**

### **9.1 Ownership of Results**

Results are owned by the Party that generates them.

### **9.2 Joint ownership**

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

Unless otherwise agreed:

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

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

### **9.3 Transfer of Results**

#### **9.3.1**

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

#### **9.3.2**

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the



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Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

### 9.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the PMB.

### 9.3.4

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

### 9.3.5

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

## 9.4 Dissemination

### 9.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 11 apply to all dissemination activities described in this Section 9.4 as far as Confidential Information is involved.

### 9.4.2 Dissemination of own (including jointly owned) Results

#### 9.4.2.1

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

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

#### 9.4.2.2

An objection is justified if

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

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

#### 9.4.2.3

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



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#### 9.4.2.4

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

#### **9.4.3 Dissemination of another Party's unpublished Results or Background**

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

#### **9.4.4 Cooperation obligations**

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

#### **9.4.5 Use of names, logos or trademarks**

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

### **10 Access Rights**

#### **10.1 Background included**

##### **10.1.1**

In Attachment 1, the Parties identify and agree (if needed) on the Background for the Project and inform each other that Access to specific Background is subject to legal restrictions or limits. In the time of signing this Consortium Agreement, Background is excluded.

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

##### **10.1.2**

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

#### **10.2 General Principles**

##### **10.2.1**

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

##### **10.2.2**

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

##### **10.2.3**

Access Rights shall be free of any administrative transfer costs.

##### **10.2.4**

Access Rights are granted on a non-exclusive basis.

##### **10.2.5**

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

##### **10.2.6**

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



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#### **10.2.7**

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

#### **10.3 Access Rights for implementation**

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

#### **10.4 Access Rights for Exploitation**

##### **10.4.1 Access Rights to Results**

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

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

##### **10.4.2**

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

##### **10.4.3**

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

#### **10.5 Access Rights for entities under the same control**

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control" if they are identified in [Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the [Beneficiary / Party] requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

#### **10.6 Additional Access Rights**

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



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## **10.7 Access Rights for Parties entering or leaving the consortium**

### **10.7.1 New Parties entering the consortium**

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

### **10.7.2 Parties leaving the consortium**

#### **10.7.2.1 Access Rights granted to a leaving Party**

##### **10.7.2.1.1 Defaulting Party**

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

##### **10.7.2.1.2 Non-defaulting Party**

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

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

##### **10.7.2.2 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.

## **10.8 Specific Provisions for Access Rights to Software**

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

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

## **11 Non-disclosure of information**

### **11.1**

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".

### **11.2**

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information



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stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

### 11.3

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

### 11.4

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

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

### 11.5

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

### 11.6

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

### 11.7

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

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



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## 12 Monitoring, supervision and communication

During the Kick-Off meeting, the Partners will establish the Project Management Board (see section 6.1), including one representative from each beneficiary, that will make decisions and run the consortium.

### **BEAUCOUP Project Management Board will include:**

#### **University of Tartu/coordinator**

Oleksandra Golovko, PhD, project manager

[oleksandra.golovoko@ut.ee](mailto:oleksandra.golovoko@ut.ee)

#### **Univerza na Primorskem Univerzita del Litorale / Beneficiary 1**

prof. Sonja Rutar, PhD, project manager

[sonja.rutar@upr.si](mailto:sonja.rutar@upr.si)

#### **Universitat Politècnica de València / Beneficiary 2**

Elena de la Poza, Dr, project manager

[elpopla@esp.upv.es](mailto:elpopla@esp.upv.es)

#### **Zaporizhzhia National University / Beneficiary 3**

Maryna Zaluzhna, PhD, project manager

[zaluzhna\\_mari@ukr.net](mailto:zaluzhna_mari@ukr.net)

#### **Ternopil Volodymyr Hnatiuk National Pedagogical University / Beneficiary 4**

Anatoliy Klymenko, PhD, project manager

[aklymenko@tnpu.edu.ua](mailto:aklymenko@tnpu.edu.ua)

#### **Poltava V. G. Korolenko National Pedagogical University / Beneficiary 5**

Volodymyr Mokliak, Prof., project manager

[mokliak.volodymyr.38@gmail.com](mailto:mokliak.volodymyr.38@gmail.com)

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#### **Rakvere City Kindergarten (Rakvere Linn) / Beneficiary 7**

Ene Nool, kindergarten director, project manager,

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#### **KOPER KINDERGARTEN / Beneficiary 8**

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#### **TARTU JOGENTAGA SCHOOL, Tartu Linn / Beneficiary 9**

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#### **EdTech Estonia / Beneficiary 10**



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### **Ministry of Education and Science of Ukraine / Beneficiary 11**

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### **Pavlo Tychyna Uman State Pegagogical University/ Beneficiary 12**

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### **Izmail State University of Humanities / Beneficiary 13**

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### **State Institution "Luhansk Taras Shevchenko National University" / Beneficiary 14**

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## **13 Miscellaneous**

### **13.1 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control )

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

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

### **13.2 No representation, partnership or agency**

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

### **13.3 Formal and written notices**

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

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

Formal notices:



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If it is required in this Consortium Agreement (e.g. Sections 4.3, 13.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

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

#### **13.4 Assignment and amendments**

Except as set out in Section 9.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

#### **13.5 Mandatory national law**

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

#### **13.6 Language**

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

#### **13.7 Applicable law**

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

#### **13.8 Settlement of disputes**

The Parties shall endeavour to settle their disputes amicably.

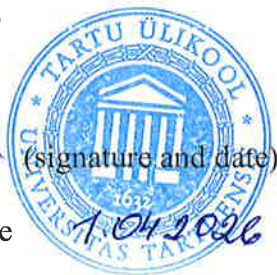
All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

#### **14 Signatures**

##### **AS WITNESS:**

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written. This Consortium Agreement will be handwritten signed twenty-five (25) identical originals, one for each Beneficiary and the Cabinets of Ministers of Ukraine.

For the Coordinator,



(signature and date)


Siret Rutiku  
Head of Grant Office  
[grant@ut.ee](mailto:grant@ut.ee)  
+372 737 6193



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For **UNIVERZA NA PRIMORSKEM - UNIVERSITA DEL LITORALE / Beneficiary 1**  
*Rector of the University of Primorska*  
Prof. Klavdija Kutnar, PhD

  
.....  
(signature and date)



11/02/2026

e-mail: [info@upr.si](mailto:info@upr.si)

telephone: +386 5 611 75 00



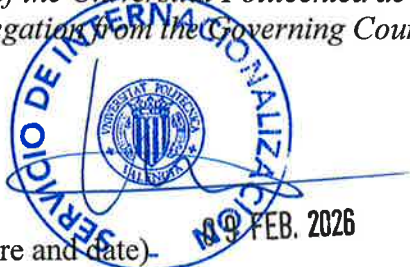
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For **UNIVERSITAT POLITÈCNICA DE VALÈNCIA / Beneficiary 2**

*Rector of the Universitat Politècnica de València*

*(By delegation from the Governing Council of 27<sup>th</sup> April 2023)*



*(signature and date)*

*Jose F. Monserrat del Río*

*Vice-Rector for Internationalization and Communication*

*(By delegation of signature from the Rector of 12th June 2025)*

Proyectos.sint@upv.es

+34 963877832



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For **ZAPORIZHZHIA NATIONAL UNIVERSITY / Beneficiary 3**



*Galina Shilo* 22.02.26 (signature and date)

**GALINA SHILO**  
Rector  
znu@znu.edu.ua  
+380617644546



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**For TERNOPIL VOLODYMYR HNATIUK NATIONAL PEDAGOGICAL  
UNIVERSITY / Beneficiary 4**



Iryna Zadorozhna  
Vice Rector for Research  
and International Cooperation  
of Ternopil Volodymyr Hnatiuk  
National Pedagogical University  
[zadorozhna.iryna@tnpu.edu.ua](mailto:zadorozhna.iryna@tnpu.edu.ua)  
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For **POLTAVA V.G. KOROLENKO NATIONAL PEDAGOGICAL UNIVERSITY /**  
**Beneficiary 5**



(signature and date)

Maryna GRYNova  
Rector  
allmail@pnpu.edu.ua  
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For **VINNYTSIA MYKHAILO KOTSIUBYNSKYI STATE PEDAGOGICAL UNIVERSITY/ Beneficiary 6**

*[Handwritten signature]*  
..... (signature and date)

Oleh Blazhko  
Vice-rector

email [blazhko@um.net](mailto:blazhko@um.net)

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For Rakvere City Kindergarten (Rakvere Linn) / Beneficiary 7



12.02.2026

Triin Varek  
Mayor of Rakvere  
Triin.varek@rakvere.ee  
+372 5028191





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BEAUCOUP

For KOPER KINDERGARTEN / Beneficiary 8

  
.....  
Alenka Rušt

Kindergarten director

[alenka.rust@vrteckoper.si](mailto:alenka.rust@vrteckoper.si)

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For TARTU JOGENTAGA SCHOOL (Tartu linn)/ Beneficiary 9

  
.....  
Alina Braziulene  
Principal  
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**For EDTECH ESTONIA / Beneficiary 10**

13.02.2026

Liis Siiraja  
CEO & Board Member  
liis@edtechestonia.ee  
+372 518 6600



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For **MINISTRY OF EDUCATION AND SCIENCE OF UKRAINE / Beneficiary 11**

..... signature and date  
Yevhen Kudriavets  
First Deputy Minister of Education and Science of Ukraine  
[yevhen.kudriavets@mion.gov.ua](mailto:yevhen.kudriavets@mion.gov.ua)  
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For **PAVLO TYCHYNA UMAN STATE PEDAGOGICAL UNIVERSITY (USPU) /**  
**Beneficiary 12**

  
.....  
Volodymyr Mykolaiko

The project legal signatory  
Vice-Rector for International Relations and Strategic Development

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For **IZMAIL STATE UNIVERSITY OF HUMANITIES (ISUH), Beneficiary 13**

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For **STATE INSTITUTION "LUHANSK TARAS SHEVCHENKO NATIONAL UNIVERSITY"** (LNU) / **Beneficiary 14**



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For **INSTITUTE OF PROBLEMS ON EDUCATION OF THE NATIONAL  
ACADEMY OF EDUCATIONAL SCIENCES OF UKRAINE / Associate partner**

*Kan*

(Signature and date)

Liubov Kanishevska  
Deputy Director for Scientific  
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For NATALIA KUZMENKO (VESELKA)/ Associated partner 16

..... 12.02.2026 (signature and date)

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director

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For **TERNOPIL SPECIALIZED IN FOREIGN LANGUAGES SCHOOL 3,**  
**PIC 883361832/ Associated partner 17**



Ruslana Petrokushyn

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