

# Consortium Agreement

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for

## NBS4School

### Empowering students to act for climate through Nature Based Solutions

This Consortium Agreement is made and entered into by and between

**Pädagogische Hochschule Freiburg** (Organisation ID: E10184553), Freiburg, Germany (hereinafter referred to as the **Coordinator**), represented by Prof. Dr. Hans-Georg Kotthoff

**UNIVERSIDADE DE LISBOA** (Organisation ID: E10112968), Lisboa, Portugal, represented by Prof. Dr. Luís Manuel dos Anjos Ferreira

**EDEX – EDUCATIONAL EXCELLENCE CORPORATION LIMITED** (Organisation ID: E10207892), Nicosia, Cyprus, represented by Mr. Antonis Polemitis

**Agrupamento de Escolas Professor Ruy Luís Gomes** (Organisation ID: E10139149), Almada, Portugal, represented by Mr. Alípio Barros

**KTIRIAKI BB THESSALONIKIS SA** (Organisation ID: E10275727), Lakkoma / Nea Kallikrateia, Greece, represented by Mr. Angelos Patsias

**STIMMULI FOR SOCIAL CHANGE O.E.** (Organisation ID: E10308478), Thessaloniki, Greece, represented by Mrs. Sofia Kantsiou

**Deutsche Gesellschaft fuer Umwelterziehung e.V.** (Organisation ID: E10272053), Neu - Pastin, Germany, represented by Mr. Robert Lorenz

all hereinafter referred to as the **Partner(s)**.

Within the framework of the Erasmus+ Programme, the Coordinator has concluded the **Grant Agreement Nr. KA220-BW-23-36-156685 / 2023-1-DE03-KA220-SCH-000156685** (hereinafter called the **Grant Agreement**) with the National Agency in Germany **PAD** (hereinafter referred to as the **NA**) on the 26.10.2023 for the project called “**Empowering students to act for climate through Nature Based Solutions**” (hereinafter referred to as the **Project**).

The Coordinator and the Partners shall be bound by the terms and conditions of the Grant Agreement. The Grant Agreement itself and its Annexes form an integral part of this Consortium Agreement:

**Grant Agreement with Conditions (Agreement Number: KA220-BW-23-36-156685 / 2023-1-DE03-KA220-SCH-000156685) with the following annexes:**

- **Annex I (Description of the Project, List of other beneficiaries and Estimated budget of the project)**
- **Annex II (Specific rules)**
- **Annex III (Mandates)**

The provisions in the Conditions of the Agreement take precedence over its Annexes.

The Coordinator and the Partners shall be bound by the terms and conditions of any further amendments to the Grant Agreement in accordance with the procedure set out in Annex I.

The Coordinator and the Partner have agreed to define their rights and obligations with respect to carrying out specific tasks relating to the Project as described in Annex I, in the project application and in the Grant Agreement. Therefore, the following is hereby agreed between the Coordinator and the Partners.

## **Article 1. - The Objective of this Consortium Agreement**

On the basis of this Consortium Agreement, the Coordinator and each Partner shall contribute to the achievement of the requirements of the Grant Agreement together with the other parties (other beneficiaries) and any third parties (subcontractors) to fulfil the Grant Agreement in accordance with the terms and conditions as stated in this Consortium Agreement.

## **Article 2. - The Project Period**

This Consortium Agreement shall come into force on the day that it has been signed by all Partners (and shall in addition bilaterally come into force between the Coordinator and each Partner from the date of signature by each Partner), but shall have retroactive effect **from 01.09.2023**. This Consortium Agreement will cover at minimum **the period up to 31.08.2026** and include any periods of prolongation that might be given.

## **Article 3. - The Obligations of the Coordinator and the Partners**

The Coordinator and the Partners agree to undertake all activities as set forth in the Description of the Project (Annex I, Project Application) and in the Grant Agreement. They will deliver all products and results according to the work plan and time schedules of the Project application, and in accordance with decisions that have been, or will be taken at the Project meetings.

The Coordinator and the Partners will use their best endeavors to achieve the results specified in Annex I and the Project Application and shall carry out all of their responsibilities under this Consortium Agreement in accordance with recognised professional standards.

Each Partner shall provide the personnel, facilities, equipment and materials necessary to be able to perform and complete the Partner's share of the work under this Consortium Agreement.

The Partners must ensure that their provision meets the requirements of local Health and Safety standards and procedures and current Health and Safety legislation, and complies with all statutory requirements relating to the delivery of their Contract in their country.

Each Partner shall carry out the work as foreseen in the Description of the Project (Project Application and Annex I) in such a manner so as to ensure that no act, or omission in relation thereto on their part, shall constitute, cause, or contribute to any breach or non-compliance by the Coordinator and/or any other beneficiary or Subcontractor of any of their own respective obligations under the Grant Agreement. Each Partner shall impose the same contractual conditions on any subcontractor that the Partner engages in the Project for the undertaking of the work.

Each Partner agrees to contribute to the production of the **Progress Report, Periodic Report** and the **Final Report as required by the NA** (see Article 4.2, Article 21 of Conditions and Annex II, Article 6).

For every contribution to one of the official reports, each Partner shall provide detailed information on the work accomplished and any other supporting documents requested. Each Partner has to use the forms provided by the Coordinator for this purpose. The further details are stated in Article 5.

Based on these reports, the Coordinator will inform all beneficiaries about the project progress.

The Coordinator will make the necessary arrangements for the preparation, execution and smooth running of the work, with a view to achieving the objectives of the Project as described in Annex I and in the Grant Agreement. The Coordinator will inform the Partner of any change made in the Grant Agreement.

## **Article 4. - Allocation of Funds**

**The EU grant for all beneficiaries of this Project covered by the Grant Agreement is estimated at a maximum of €400.000,00.** The distribution of the budget between all beneficiaries follows the budget table in ANNEX I. **Changes of the budget distribution between partners within work package** are possible if required by the Project activities. The distribution of the foreseen amounts for the work package "Project Management" among the beneficiaries can also be changed if required by the Project activities.

Nevertheless, according to the Grant Agreement (Conditions, Articles 5.5 and 39), modifications of the budget between work packages/activities are subject of an official amendment and will have to be necessarily reported to the Coordinator and be approved by him/her. If necessary, the Coordinator will clear such changes with the NA (Reference Grant Agreement, Conditions, Article 5.5: *"Amendments for transfers between work packages are moreover possible only if: the work packages concerned are not already completed (and declared in a financial statement) and the transfers are justified by the technical implementation of the action."*).

If such changes affect more than one partner, they will be jointly discussed and, if no agreement can be reached within three months, a decision can be made by the majority of the beneficiaries including the Coordinator. The last right of decision however lies with the Coordinator.

The Coordinator is entitled to withhold any payments due to any beneficiary identified by the Coordinator to be in breach of his obligations (e.g. missing reports or contributions to reports, missing deliverables and activities, poor quality of work or reports, missing supporting documents, etc.) under this Consortium Agreement or the Grant Agreement or to a beneficiary which has not yet signed this Consortium Agreement.

The grant shall take the form of a lump sum grant for the completion of work packages/activities in accordance with the following provisions:

- (a) eligible costs as specified in the Grant Agreement (Article 6 of Conditions) and all its Annexes (particularly in Annex II)
- (b) estimated budget as specified in Annex I

The lump sum contributions cover all costs directly related to the implementation of the project activities. The Coordinator will reject any item of expenditure which cannot be justified in accordance with these rules and in accordance with Annex I, the Project Application and the feedback of the Evaluators.

Each Partner has to follow accounting procedures in line with national legislation and international standards in order to ensure sound financial management. The Partner will be required to **produce supporting documents and other documentation connected to the implementation** of the Project and completion of work packages/activities as requested by the Coordinator and/or as stated in the Grant Agreement and its Annexes and/or as requested by an auditor or NA.

## **Article 5. – Record Keeping and Reporting**

The Coordinator and the Partners shall be bound by the obligations and instructions set forth in the Grant Agreement and its Annexes (particularly Conditions, Article 21 - see also Annex II, Article 6).

Following supporting documents must be provided to the Coordinator:

- 1) Supporting documents proving that the activities foreseen in the project effectively took place (**minutes and signed participation lists** of every meeting, event, workshop or conference, **courses materials, project deliverables**, etc.)
- 2) **Detailed descriptions of each activity** carried out.
- 3) **Quantitative and qualitative information** showing the level of achievement of the project objectives stated in the application.
- 4) **Self-assessment**, indicating as a percentage the level of achievement of the project objectives.
- 5) Relevant supporting documents and **evidence supporting the quality of the deliverables**.
- 6) **All project results** (the Coordinator will upload them in the Erasmus+ Project Results Platform)
- 7) For the final report the Partner must provide a **report** “on the measures put in place for ensuring compliance of its data processing operations with Regulation 2018/1725, [...] at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller” (Annex II, Article 2).
- 8) “The beneficiaries will report in the final report on the measures put in place for ensuring compliance of its data processing operations with Regulation 2018/1725 [...]” (Annex II, Article 2).

Furthermore, any relevant supporting documents the Coordinator considers necessary for writing reports

to the NA or the EU or for any check or audit that may take place during or after the project must be provided.

Upon request of the Coordinator, **original supporting documentation must be sent to the Coordinator**. Even if the documents are not requested, they must be retained by the respective partners for at least 5 years after the completion of the project. Original documentation must also be made available for potential monitoring purposes.

Every Partner also may be requested to provide additional supporting documents or evidence that are typically required for another type of check, as specified in Article 25 of the Grant Agreement (Conditions).

In addition, the Partner has to provide to the Coordinator **a list specifying the names of every person working in the project** (including the **administrative staff**).

The Partner shall **keep invoices** of all records for all expenditures incurred under the Project, as well as all supporting documents related to the project implementation for the period as stated below.

### **Record keeping period**

According to the Grant Agreement (Data Sheet, Point 6 and Article 20), all supporting documents must be maintained for at least **five years** after the NA has made the balance payment following the ending of the period covered in this Consortium Agreement.

This period is longer if a longer duration is required by national law, or if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Articles 20.1 and 25 of the Grant Agreement (Conditions) and Annex II, Article 8. In such cases, the beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

If the partner needs the originals or certified copies of supporting documents sent to the coordinator back (after the above-mentioned record keeping period), this must be communicated to the coordinator in good time before the end of the record keeping period. Otherwise the coordinator is entitled to destroy the originals at that moment.

### **All expenses have to be related to the project.**

The Coordinator will reject any item of expenditure which cannot be justified in accordance with the rules laid down in the Grant Agreement and its Annexes and with the description of the project (Annex I, Project Application, Feedback of the Evaluators).

### **Reporting**

Each Partner is obliged to submit the mentioned internal reports and the contributions to the official reports until the following **internal deadlines**:

- **Progress Report** (Fortschrittsbericht; internal deadline 30.06.2024 - official deadline 29.08.2024 – reporting period: 01.09.2023 – 30.06.2024)

- **Periodic Report** (Regelmäßiger Bericht; internal deadline: 28.02.2025 - official deadline 29.04.2025 – reporting period: 01.09.23 – between 30.11.2024 and 28.02.2025)
- **Final Report** (Abschlussbericht; internal deadline: 31.08.26 - official deadline 30.10.2026 – reporting period: 01.09.23 – 31.08.26)

Single data (e.g. specific financial figures) not available in the Partner Institution by the internal deadline can be handed in 2 weeks before the official deadline at the latest.

Partners agree to supply the Coordinator with all information that the latter finds necessary to request concerning the implementation of this Consortium Agreement. Each Partner shall promptly inform the Coordinator of any delay in the performance of the activities undertaken by the Partner under this Consortium Agreement. Upon request, each Partner shall make available any documentation on Project finance and activities required by the NA, the European Commission, or other authorities.

#### **Details on the financial information**

Upon request of the Coordinator detailed financial information must be provided in the given reporting period. If such information is requested, the coordinators will provide a template for submitting the requested information.

Each Partner agrees to provide the requested information.

All expenses have to be related to the project and unit costs eligible received by a Partner should be used for the purposes of the project.

#### **Details on the work content, outcomes and activities**

Upon request of the Coordinator detailed information of the work accomplished must be provided (e.g. general project work, contribution to other IOs, deviations from the work as foreseen in the project description, dissemination activities) in the given reporting period. If such information is requested, the coordinators will provide a template for submitting the requested information.

Each Partner agrees to provide the requested information.

### **Article 6. - Payments**

The Coordinator shall pay each Partner for work completed satisfactorily according to the Description of the Project (Annex I and Project Application). Payment to the Partners by the Coordinator for work completed shall be made according to the following schedule and depending on payments by the NA to the Coordinator:

- **40 %** (of the total sum for the Partner as mentioned in the budgeting)

- a) after the Consortium Agreement between the Coordinator and the Partners has been signed, and upon receipt of the necessary amount in question from the NA and
  - b) after the Partner has submitted any required documents by the Coordinator at this stage
- **40 %** after receipt of the corresponding second instalment from the NA (that means:
  - a) successful submission of the Periodic Report and acceptance of it by the NA and
  - b) the Partner will only receive the second instalment when he has utilised and properly accounted for at least 70% of the pre-financing the Partner has already received after signing the CA., see particularly Article 22.3 of the GA))
- **Payment of the balance** after the NA has approved the Projects' joint Final Report and receipt of the final instalment (balance) from the NA. If the total amount of earlier payments is greater than the eligible amount for the Partner the payment of the balance takes form of a recovery.

The payments listed above are in fact pre-financing (advances). The actual payments will be made according to the unit contributions and eligible costs actually incurred. Any pre-financing received that is not used according to the rules of eligibility (Grant Agreement and its Annexes) must be reimbursed to the Coordinator.

After the first advance, no further payment to the Partner will be made until the Partner has utilised and properly accounted for 70% of the pre-financing the Partner has already received.

The first payment (pre-financing) shall be made after the Partner has signed this Consortium Agreement and has submitted the required documents. Further payments will be subject to a recalculation on the basis of the utilised eligible costs, changes of the budget distribution among partners (see Article 4) and surpluses of prior payments. From the second payment on, payments shall be made after the Coordinator has received and approved supporting documents, the work done, and each periodic activity report made by the Partner.

Payments can only be made after the Coordinator has received the necessary funds from the NA.

The total payment that can be made by the Coordinator is limited to the amount of the Project funding allotted for each Partner's contribution as stated in the latest valid budget table (Annex I).

All payments carried out by the Coordinator in favour of a Partner within the performed Agreement shall be regarded as advances pending explicit approval by the NA of the Final Report submitted by the Coordinator. Particular attention should be paid to Annex II, Article 9 and Article 28 of the Grant Agreement, Conditions (Grant reduction), see Article 7 of this Agreement. Each Partner is obliged to refund any costs to the Coordinator that have not been accepted by the NA as eligible or that have been reduced by the NA according to Annex II, Article 9– regardless of the right of objection the Coordinator has against the notification of the NA.



Should an audit take place during Project lifetime and/or during the five-year period which follows the payment of the balance by the NA after the Project end (period in which the NA or the EU is entitled to conduct an audit) and such an audit finds that expenses claimed by a Partner were non-eligible, the concerned Partner is obliged to immediately refund the amount received for any expenses found to have been non-eligible. The same applies if such an audit concludes that the grant will be reduced (according to Annex II, Article 9), see also Article 7.

### **Declarations of Expenditure**

Any Declarations of Expenditure shall be drafted in each Partner's local currency (any EUR-conversions shall be made according to the regulations in the Grant Agreement) and the Coordinator shall make the payments stipulated above following the regulations in the Grant Agreement. Exchange losses are non-eligible.

### **Article 7. - Weak Implementation**

According to the Grant Agreement (Conditions), Article 28 and particularly to Annex II, Article 9, the **NA may reduce the maximum amount of the grant if the action has not been implemented properly as described** in Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late, submission of false information, failure to provide required information, breach of ethics), or if another obligation under the Agreement has been breached (substantial errors, irregularities or fraud).

“The amount of the reduction will be calculated for each beneficiary concerned and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution“ (Article 28.1 of the Grant Agreement, Conditions).

In this case the coordinator is entitled to withhold further payments to the partners concerned and the partner concerned will reimburse the coordinator.

### **Article 8. - Banking Details**

Payments to each Partner shall be made into the Partner's institutional account in accordance with the bank details provided to the Coordinator, using a template the Coordinator distributes for this purpose.

Each Partner is obliged to inform the Coordinator immediately about any planned change of bank account details and the date such changes are to take effect. If a Partner fails to do so, any loss or damage caused by such is to be covered by the concerned Partner.

## Article 9. – Intellectual property and visibility of Union Funding

### Copyrights will be respected as follows:

- Material already developed and brought in the Project Partnership by any Consortium Partner may be used only within the scope of the Project as templates of good practice. Copyrights must be strictly safeguarded. Permission for reproduction and scale of reproduction must be agreed beforehand.
- Subject to constraints imposed by national legislation, the Project deliverables, patents, copyrights and intellectual property rights, as well as reports and other documentation resulting from this Consortium Agreement, shall be the property of all Consortium Partners in the Project.
- The collective products of the Project may be reused by any Partner, as long as: they are clearly identified as products of the NBS4School Partnership, all Partners of the Project are named within the text and all copyright matters are taken into account.
- Collective products in tangible form, such as manuals, videos and online data that are the authorised result of the NBS4School Project work, may be disseminated and translated into the respective Partner's mother tongue without obtaining the Coordinator's prior consent.
- Any Partners intending to transfer their rights for the collective product to a third party must receive permission from the Coordinator in advance.

Article 16 of the Grant Agreement (Conditions) and Annex II, Article 3 applies.

Rights of use of the results by the NA and the Commission are listed in Article 16.3 of the Grant Agreement (Conditions).

Concerning the **visibility of Union Funding, Grant Agreement (Conditions)**, Article 17 must be considered. **Any communication or publication** made by the beneficiaries jointly or individually that relates to the Project in any form and using any means, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must:

- indicate that the action has **received funding from the Union**
- display the **European Union emblem** (when displayed in association with another logo, the European Union emblem must have appropriate prominence.)
- indicate the following disclaimer: "Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

Without prejudice to Article 17 and according to the Annex II, Article 4, beneficiaries shall be required to

refer to the Erasmus+ Programme funding in all communication and promotional material, including websites and social media. The relevant Guidelines for beneficiaries and third parties involved are available at:

[https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility\\_en](https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en)

Further, all larger project publications (e.g. material collections, reports, scientific publications, papers, results presentations, etc.) shall contain the following remark (“Consortium list”), or any updated version of it, together with any emblems, logos and copyright notices as described above and in the mentioned references:

*This [paper/document/report /etc.] is based on the work within the project ‘Empowering students to act for climate through Nature Based Solutions’ (NBS4School). NBS4School has received funding by the Erasmus+ programme of the European Union (grant no. KA220-BW-23-36-156685 / 2023-1-DE03-KA220-SCH-000156685). Coordination: Prof. Dr. Katja Maaß, ICSE at University of Education Freiburg, Germany. Partners: Building BB Thessaloniki SA, Greece; EDEX – Educational Excellence Corporation Limited, Cyprus; German Society for Environmental Education E.V., Germany; Group of Schools Professor Ruy Luís Gomes, Portugal; Stimmuli for Social Change O.E., Greece; University of Lisbon, Portugal.*

In case of doubt which references are appropriate, the Coordinator shall be consulted.

#### **Scientific publications:**

- Notice of any planned scientific English-language publications using joint project foreground shall be made 4 weeks before the submission of the author manuscript to the planned publishing journal/publisher at the latest (using the Project’s mailing list). Any objection to the planned publication shall be made in writing (via Email) to the Coordinator and to the Partner concerned within 3 weeks after receipt of such notice. If no objection is made within the time limit stated above, the publication is permitted.
- The project Coordinator has the right to be mentioned as a Co-Author on all scientific English- language publications.

#### **Article 10. - Termination**

In the event that a Partner fails to perform any of their obligations under this Consortium Agreement or the Grant Agreement and does not remedy such failure within 30 days after having received notice in writing from the Coordinator specifying the failure and requiring remedy, then without prejudice to any other rights

or remedies, the Coordinator shall be entitled to terminate this Consortium Agreement forthwith, without the application of any juridical procedures, by notice in writing to the Partner. After the termination of the Consortium Agreement, no further expenditures will be reimbursed.

If a Partner breaches the terms of this Consortium Agreement, the other Partners shall have the right to terminate this Consortium Agreement.

Either Partner to this Consortium Agreement shall have the right to terminate this Consortium Agreement if the other Partners are insolvent or enter into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.

The Coordinator shall have the right to terminate this Consortium Agreement if a change in the bye- laws or composition of a Partner affects the conditions for developing the Project.

The Coordinator shall have the right to terminate this Consortium Agreement if a Partner has made false declarations to the Coordinator about work carried out or regarding any expenditure. If this Consortium Agreement is so terminated, the Coordinator may require the concerned Partner to reimburse all or part of the payments made under this Consortium Agreement.

In case of Consortium Agreement termination, the concerned Partner is obliged to return all advances previously paid by the Coordinator within four weeks of the date of formal termination of the Consortium Agreement.

Furthermore, if the Consortium Agreement is terminated by the Coordinator due to non- performance of obligations by a Partner, the concerned Partner shall be responsible for, and pay any direct cost increase resulting from the necessity to remedy the Partner's breach of responsibilities and to assign the tasks of the Partner as specified in this Consortium Agreement to one or several other Partners.

### **Article 11. - Damages for Non-performance**

If this Consortium Agreement is terminated due to a Partner failing to perform their obligations under this Consortium Agreement, the rights and licenses granted to the Partner pursuant to this Consortium Agreement shall cease immediately, and the Partner shall forfeit the right to reimbursement for obligations performed. The concerned Partner is liable for any damage claims vis-a-vis the Coordinator and/or any other Partner in the Project resulting from the Partner's non- performance of their obligations.

### **Article 12. - Liability and Protection and Safety of Participants**

Each Partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partners or of the Partners employees or of third parties resulting directly or indirectly from performance of the work under this Consortium Agreement.

Each Partner shall discharge the Coordinator of all liability arising from any claim or action brought as a

result of an infringement of rules or regulations by the Partner or the Partner's employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights.

Each Partner shall indemnify the Coordinator and any other Partner against any claim made against, or liability incurred by the Coordinator and any other Partner in respect to any infringement by this indemnifying Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by it pursuant to this Consortium Agreement.

Notwithstanding any other provision in this Agreement or any other document referenced herein, the total liability of every Partner towards other Partners and/or the Coordinator collectively shall not exceed the amount of the grant received by the Partner as detailed in the Agreement.

The Coordinator shall not be required to provide insurance coverage to persons participating in activities undertaken by any other Partner (including its employees, students, affiliates or subcontractors) under this Consortium Agreement.

Each Partners will be held liable for any wrong calculations or statements and resulting damages, and are obliged to refund any amounts to the Coordinator in case stated costs are not accepted as eligible costs at any point in time (during or after the project, e.g. in case of an audit).

Concerning the **Protection and Safety of Participants** in any project activity, Annex II, Article 12 applies:  
*"The beneficiary has in place effective procedures and arrangements to provide for the safety and protection of the participants in their project*

*The beneficiary must ensure that insurance coverage is provided to participants involved in activities.*

*Prior to any participation of minors in the project, the beneficiary must ensure full respect of applicable regulation on protection and safety of minors as defined by the applicable legislation in the sending and hosting countries, including but not limited to: parental or guardian consent, insurance arrangements, and age limits."*

## **Article 13 – Settlement of Disputes and Applicable Law**

Should a dispute or difference between the Partners arise out of or in connection with this Consortium Agreement, or out of activities undertaken under this Consortium Agreement, including disputes regarding quality, the Partners shall first endeavour to settle such amicably.

Provided that a dispute cannot be settled amicably, the arbitration of the dispute between the Coordinator and the Partner in connection with this Consortium Agreement shall be conducted through use of an arbitrator in accordance with the laws of Germany. Any such arbitration shall take place in Germany.

This Consortium Agreement is governed by the laws of the Coordinator. The agreed place of jurisdiction is that of the Coordinator.

## **Article 14. - Modification of the Consortium Agreement**

Changes or amendments to this Consortium Agreement must be made in writing and be approved by all Partners to the Consortium Agreement and become effective when signed by authorised legal representatives of all Partners.

The Partners solemnly agree that invalidity of certain regulations of this Agreement do not affect the validity of the Consortium Agreement as a whole. The invalid or unenforceable regulation shall be replaced by a valid and enforceable regulation whose effects come as close as possible to the economic objective which the contracting parties pursued with the invalid or unenforceable regulation. The above provisions shall apply accordingly in the event that the contract proves to be incomplete.

The Consortium Agreement is drawn up in English. There is one original and each Partner shall receive a copy of this original document signed by all Partners.

## **Article 15 – Other provisions**

If, in any case, decisions of the Project require the vote of all Partners (if e.g., a formal vote is required by the Grant Agreement, a vote has been agreed by Partners), the Coordinator will ensure that all Partners are informed about the vote.

Each Partner has one vote. All votes have equal importance. Decisions should be taken by simple majority of the votes casted. In case of a tied vote the Coordinator has one additional casting vote.

Decisions of the Consortium can be taken via email.

## **Article 16 Data Protection**

The rules of Annex II, Article 2 on the **processing of personal data by beneficiaries** must be fulfilled by the Partner:

“The beneficiaries will report in the final report on the measures put in place for ensuring compliance of its data processing operations with Regulation 2018/1725 [...]”

See also Grant Agreement, Conditions, Article 15:

“The beneficiaries must inform the data subjects about the processing and provide them with the Privacy Statement available at <https://ec.europa.eu/erasmus-esc-personal-data>.”

**DECLARATION:**

We, the undersigned, declare that we have read and accepted the terms and conditions of this Consortium Agreement as described herein, including the Annexes.

**Pädagogische Hochschule Freiburg**

whose registered office is at

Kunzenweg 21, 79117 Freiburg im Breisgau

Germany

represented by Prof. Dr. Hans-Georg Kotthoff

**Signature**

Name:

**Prof. Dr. Hans-Georg Kotthoff**

Position:

**Rector of Pädagogische Hochschule Freiburg**

Date and Place:

Signature:

Stamp:



**UNIVERSIDADE DE LISBOA**

whose registered office is at

Alameda da Universidade, 1649-004 Lisboa

Portugal

represented by Prof. Dr. Luís Manuel dos Anjos Ferreira

**Signature**

Name:

**Prof. Dr. Luís Manuel dos Anjos Ferreira**

Position:

**Rector of the Universidade de Lisboa**

Date and Place:

Signature:

Stamp:

**Instituto de Educação**

whose registered office is at

Alameda da Universidade, 1649-013 Lisboa

Portugal

represented by Professor Luís Miguel Carvalho

**Signature**

Name:

**Professor Luís Miguel Carvalho**

Position:

**Director of the Instituto de Educação**

Date and Place:

Signature:

Stamp:

**EDEX - EDUCATIONAL EXCELLENCE CORPORATION LIMITED**

whose registered office is at

Makedonitissas avenue 46, 1700 Nicosia

Cyprus

represented by Mr. Antonis Polemitis

**Signature**

Name:

**Mr. Antonis Polemitis**

Position:

**Chief Executive Officer of University of Nicosia**

Date and Place:

Signature:

Stamp:

**Agrupamento de Escolas Professor Ruy Luís Gomes**

whose registered office is at

Av. Prof. Ruy Luís Gomes Lote 1A, 2814-504 Almada

Portugal

represented by Mr. Alípio Barros

**Signature**

Name:

**Mr. Alípio Barros**

Position:

Date and Place:

Signature:

Stamp:

**KTIRIAKI BB THESSALONIKIS SA**

whose registered office is at

31 KM. Thessalonikis Moudanion 63080 Lakkoma, Nea Kallikrateira

Greece

represented by Mr. Angelos Patsias

**Signature**

Name:

**Mr. Angelos Patsias**

Position:

Date and Place:

Signature:

Stamp:

**STIMMULI FOR SOCIAL CHANGE O.E.**

whose registered office is at

15 Agias Sofias, P.C. 54623, Thessaloniki

Greece

represented by Mrs. Sofia Kantsiou

**Signature**

Name:

**Mrs. Sofia Kantsiou**

Position:

**Co-founder at Stimuli For Social Change**

Date and Place:

Signature:

Stamp:

**Deutsche Gesellschaft fuer Umwelterziehung e.V.**

whose registered office is at

Goethestr. 64, 99096 Erfurt

Germany

represented by Mr. Robert Lorenz

**Signature**

Name:

**Mr. Robert Lorenz**

Position:

**Project management at the Deutsche Gesellschaft fuer Umwelterziehung e.V.**

Date and Place:

Signature:

Stamp: