

Consortium Agreement



Sustainabi-LIB-ty

December 2025

(Based on DESCA – Model Consortium Agreement, Version 2.0, February 2024)

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on February 2025, hereinafter referred to as the Effective Date

BETWEEN:

COMUNE di CREMONA (COMUNE DI CREMONA), Piazza del Comune 8, Cremona 26100, Italy, the Coordinator

MARCA - Associação de Desenvolvimento Local, Montemor-Novo” del distretto di Évora, Portugallo

hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

Sustainabi-LIB-ty

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the call 2024 Round 2 KA2 - KA210-ADU - Small-scale partnerships in adult education (KA210-ADU) Form ID KA210-ADU-8570EA3A

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

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Consortium Body”

Consortium Body means any management body described in Section 6.1 of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the Description of the Action (Annex 1 of the Grant Agreement) and estimated budget (Annex 2 of the Grant Agreement) as defined and reallocated according to the amendments to the Grant Agreement.

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Consortium Board”

General Assembly means the ultimate decision-making body of the consortium, composed of one representant for each Party

“Granting Authority”

Granting Authority means the body awarding the grant for the Project, in this case EACEA.

“Lump Sum Contribution”

Lump Sum Contribution means the amount allocated to each Party per work package as stated in Annex 2 of the Grant Agreement.

“Work Package Leader”

Work Package Leader means a representative of the Party appointed to lead a work package according to Annex 1 of the Grant Agreement, who shall coordinate the completion of activities for the tasks in the relevant work package.

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 interoperability, Access Rights and dispute resolution.

3 Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

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.

- the Grant Agreement is terminated,
- a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the Party/ies concerned, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

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 General Assembly 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.

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 a Work Package Leader 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 Breach

In the event that the Consortium Board 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 Consortium Board, 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 General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities 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.

4.4 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 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 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 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.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 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 Consortium Board 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 Consortium Board.

6 Governance structure

6.1 General structure

The organisational structure of the consortium shall comprise the following Consortium Bodies:

The **Consortium Board** 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 **Work Package Leaders Group** consist of the Coordinator and Work Package Leaders of every partners. The Work Package Leaders Group will follow the project execution phases. Each contact person will take care of and be responsible for their own submitted project.

6.2 Members of the Consortium Board

The Consortium Board shall consist of one representative of each Party (hereinafter referred to as "Member").

The Coordinator shall chair all meetings of the Consortium Board, unless decided otherwise by the Project Committee.

The Parties agree to abide by all decisions of the Consortium Board

6.3 Operational procedures for the Consortium Board:

In case of need, the representatives of the Consortium Board can meet in the following ways:

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 *Notice of a meeting*

Written notice of a meeting should be given 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.

Meetings of the Consortium Board will be held by tele- or videoconference or other telecommunication means.

6.3.2.2 *Sending the agenda*

The chairperson shall prepare and send each Member an agenda no later than 15 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting

6.3.3 Voting rules and quorum

The Consortium shall not deliberate and decide validly in meetings unless two-thirds (3/4) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Project Committee 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.

6.3.3.1

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

6.3.3.2

A Party which the Consortium Board has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.3.3.3

Decisions shall be taken by a majority of three-fourth (3/4) of the votes cast.

6.3.4 Decisions of the Consortium Board

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

The following decisions shall be taken by it:

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 such as changes resulting from suggested reallocation of tasks and budget by the Work Package Leaders Group
- The percentage of work package completion per work package as well as per Party to be reported to the Granting Authority based on the assessment by the Work Package Leaders Group regarding the individual performance of single Parties in case of non-completion of work packages
-

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 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 (e.g. Section 7.1.4)

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration 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.

The role of coordinator is up to the municipality of Cremona

6.4.2

In particular, the Coordinator shall be responsible for:

- 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 Consortium Board 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.

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

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.

6.4.4

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

6.5 Work Package Leaders Group

6.5.1. Members of the Work Package Leaders Group

The Work Package Leaders Group shall consist of the Coordinator and Work Package Leaders.

6.5.2. Meetings

The Coordinator shall chair all meetings of the Work Package Leaders Group, unless decided otherwise by a majority of the Work Package Leaders Group.

Meetings of the Work Package Leaders Group are usually held by tele- or videoconference or other telecommunication means.

6.5.3. Responsibilities

The Work Package Leaders Group shall be responsible for:

- Keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);
- Evaluating suggestions of the Work Package Leaders for the reallocation of tasks and budget in work packages;
- Making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the Consortium Board, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;
- Assessing reports presented by each Work Package Leader, which have been compiled by the Work Package Leader based on the Internal Progress Reports;

7 Financial provisions

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 provisions of payment in Section 7.2

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

7.1.2 Justifying Lump Sum Contributions

Each Party contributes with complete, reliable and true information to all reporting requirements regarding the completion of work packages and proper implementation. Moreover, adequate records and supporting documents must be provided by the Parties concerned upon request of the Granting Authority in line with the Grant Agreement. Each Party is solely liable for justifying its Lump Sum Contribution or share.

7.1.3 Funding Principles

Each Party is entitled to its Lump Sum Contribution as approved by the Granting Authority after completion of the respective work package. For work packages not completed at the end of the Project, the Coordinator distributes to each Party only the share of Lump Sum Contribution as approved by the Granting Authority at final payment.

7.1.4 Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if the performance of a Party regarding the completion of one or several work packages is significantly lower than foreseen in Annex 1 of the Grant Agreement and that the Party received more funding than approved by the Granting Authority.

In case a Party has received excess payment, it has to return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of Lump Sum Contributions of the Project as identified Annex 2 of the Grant Agreement, until recovery from the breaching Party is possible.

7.1.5 General Expense Management

Each Party allows the Coordinator to keep a part of their Lump Sum Contribution approved by the Granting Authority to cover for costs related to third-parties services acquired for the project management, coordination, financial reporting and public relation between the Consortium and the Granting authority, since this kind of costs are referred to activities that will benefit the entire Consortium, the fulfilment of the reporting requirements and the planning of the project as reported in the attachment.

8 Payments

8.1.1 Payments to Parties are the exclusive task of the Coordinator

In particular, the Coordinator shall:

- notify the Party 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.

8.1.2 Payment mode

The Coordinator will transfer payments in accordance with Art. 7 and 22.1 of the Grant Agreement following this payment scheme. (see Attachment 2).

Each partner will receive 60% of the maximum grant amount assigned to it in the Grant Agreement, within the month of July 2025. From the sum assigned by the Coordinator to each partner, the following costs will be deducted:

- Costs of accommodation of the partners for the kick-off meeting, paid by the Coordinator
- Common costs for the kick-off meeting organization
- Costs for project management support

For more information, please see Attachment 1 (Budget management scheme).

As final payments, the Parties will receive the difference between the further prefinancing instalments already received and the Lump Sum Contributions approved by the Granting Authority.

The Coordinator is entitled to withhold any payments due to a Party identified by the Consortium Board 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 Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority

8.2 Dissemination

8.2.1

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.3 as far as Confidential Information is involved.

8.2.2 Dissemination of own (including jointly owned) Results

8.2.2.1

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

8.2.3 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.

9 Miscellaneous

9.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Accession document)

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 attachment 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.

9.2 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.

9.3 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:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) 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.

9.4 Assignment and amendments

Except as set out in Section 8.3, 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 Section 6.3.7 require a separate written agreement to be signed between all Parties.

9.5 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.

9.6 Language

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

9.7 Applicable law

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

9.8 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.

10 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.

COMUNE di CREMONA

Signature(s)

Name(s)

Title(s)

Date

MARCA

Associação de Desenvolvimento Local, Montemor-Novo” del distretto di Évora, Portogallo

Signature(s)

Name(s)

Title(s)

Date

Attachment 1: Budget management scheme

ACCEPTANCE

to

Sustainabi-LIB-ty, Consortium Agreement, 2025-12-23

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

The Coordinator has the right to withhold from the sums due the share of general expenses for each member as specified in the table

The institutions confirm the distribution of the contributions obtained and the subdivision of the general management costs of the project was the table.

N.	PARTNER NAME	COUNTRY	TOTAL FINANCING	UE FINANCING	CO-FINANCING
1	COMUNE DI CREMONA	IT	45.840	30.540	15.300
2	MARCA	PT	34.632	29.460	5.172
TOTAL:			80.472	60.000	20.472

Attachment 2: Payment Scheme

ACCEPTANCE

to

Sustainabi-LIB-ty, Consortium Agreement, 2025-12-23

The Coordinator will transfer payments in accordance with Art. 7 and 22.1 of the Grant Agreement following this payment scheme. The initial payment will be set in the instalment table (see below) at a fixed percentage and paid accordingly.

80% of prefinancing	initial prefinancing	within 30 days of signing the consortium agreement
20 % of final balance	final balance at the end of the project	End of the project