

Consortium Agreement between Coordinator and Co-beneficiary

Associated with

GRANT AGREEMENT NUMBER — 832077

Project TraCEs

Transformative Tourism across European Capital of Culture

(running from 15th of March 2019 until 15th of November 2020)

This Agreement ('the Agreement') is between the following parties:

on the one part,

Consorzio Materahub Industrie Culturali e Creative (Materahub), established in Via L. Einaudi 73/b, 75100 Matera, Italy, VAT 01228200778, represented for the purposes of signing the Agreement by **Luigi Martulli, President**

and

on the other part,

Creative Industry Košice, n.o., established in **Kukučínova 2 040 01 Košice SLOVAKIA**, SK2022737871, hereafter named "the co-beneficiary", represented by **Ing. arch. Michal Hladký**, director.

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator.

The parties referred to above have agreed to abide by the principles, terms and conditions set out in the Grant Agreement No. 832077 (hereinafter referred to as the "GA") and its annexes, composed of:

Terms and Conditions

- | | |
|----------------|---|
| Annex 1 | Description of the action |
| Annex 2 | Estimated budget for the action |
| Annex 3 | Accession Forms |
| Annex 4 | Model for the financial statements |

Annex 5 Model for the certificate on the financial statements

Annex 6 Model for the certificate on the methodology

By signing the Accession Form (Annex 3), the beneficiaries have accepted the grant and agree to implement the action under their own responsibility and in accordance with all the obligations and conditions it sets out. They assume the rights and obligations under the Grant Agreement with effect from the date of its entry (see Article 3).

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiaries for implementing the action set out in Chapter 2.

CHAPTER 2 ACTION

ARTICLE 2 — ACTION TO BE IMPLEMENTED

The grant is awarded for the action entitled ‘Transformative Tourism Across European Capital of Culture – TraCEs’ (**‘action’**), as described in Annex 1.

ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION

The duration of the action will be 18 months starting from 15th March 2019 (**‘starting date of the action’**).

ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS

4.1 Estimated budget

The ‘estimated budget’ for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down by beneficiary and budget category (see Articles 5, 6).

4.2 Budget transfers

The estimated budget breakdown indicated in Annex 2 may be adjusted — without an amendment (see Article 39) — by transfers of amounts between beneficiaries, budget categories and/or forms of costs set out in Annex 2, if the action is implemented as described in Annex 1.

However, the beneficiaries may not add costs relating to subcontracts not provided for in Annex 1,

unless such additional subcontracts are approved by an amendment or in accordance with Article 10.

4.3 Budget transfers

The estimated budget breakdown indicated in Annex 2 may be adjusted — without an amendment (see Article 4.2 and Article 39 of the Grant Agreement) — by transfers of amounts between beneficiaries, budget categories and/or forms of costs set out in Annex 2, if the action is implemented as described in Annex 1.

However, the beneficiaries may not add costs relating to subcontracts not provided for in Annex 1, unless such additional subcontracts are approved by an amendment or in accordance with Article 10.

Any budget transfer is subject to the notification to the project Coordinator and it is subject to its approval.

CHAPTER 3 GRANT

ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATES AND FORMS OF COSTS

5.1 Maximum grant amount

The co-beneficiary's 'maximum EU grant' amounts to **29.467,00 EUR**.

5.2 Form of grant, reimbursement rates and forms of costs

The grant reimburses 75% of the action's eligible costs ('reimbursement of eligible costs grant') (see Annex 2).

Eligible costs (see Article 6 of the GA) must be declared under the following forms ('forms of costs' or 'cost forms'):

- a) for **direct personnel costs**: as actually incurred costs ('actual costs')
- b) for **direct costs for subcontracting**: as actually incurred costs (**actual costs**)
- c) for **direct costs of providing financial support to third parties**: not applicable;
- d) for **other direct costs**: as actually incurred costs (**actual costs**);
- e) for **indirect costs**: on the basis of a flat-rate of 7% of the eligible direct costs as set out in Article 6.2, Point E of the GA ('flat-rate costs');

5.3 Final grant amount — Calculation

The ‘final grant amount’ depends on the actual extent to which the action is implemented in accordance with the Grant Agreement’s terms and conditions.

This amount is calculated by the EASME — when the payment of the balance is made — in the four steps of the G.A. (see article 5.3):

Step 1 – Application of the reimbursement rate to the eligible costs

Step 2 – Limit to the maximum grant amount

Step 3 – Reduction due to the no-profit rule

Step 4 – Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article 17 of the GA) — the EASME rejects costs (see Article 26 of the GA) or reduces the grant (see Article 27 of the GA), it will calculate the ‘revised final grant amount’ for the action or for the beneficiary concerned.

This amount is calculated by the EASME on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the revised eligible costs approved by the EASME for the action or for the beneficiary concerned, limiting it to the maximum grant amount and making a reduction if there is a profit (see Article 5.3);
- in case of **reduction of the grant**: by deducting the amount of the reduction (calculated in proportion to the improper implementation of the action or to the seriousness of the breach of obligations in accordance with Article 27.2 of the GA) from the maximum grant amount set out in Article 5.1 or from the maximum EU contribution indicated for the beneficiary in the estimated budget (see Annex 2).

In case of **rejection of costs** and **reduction of the grant**, the revised final grant amount for the action will be the lower of the two amounts above.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

General and specific conditions for eligible and ineligible costs are set out in Article 6 of the GA

CHAPTER 4 RIGHTS AND OBLIGATIONS

ARTICLE 7 — GENERAL OBLIGATION OF BENEFICIARIES

7.1 General obligation to properly implement the action

The co-beneficiary is jointly and severally liable for the technical implementation of the action as described in Annex 1, in compliance with the legal, administrative and financial provisions of the Grant Agreement No. 832077 and all legal obligations under applicable EU, international and national law.

7.2 Consequences of non-compliance

If the co-beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27 of the GA).

Such breaches may also lead to any of the other measures described in Chapter 6 of the GA (Rejection of costs — Reduction of the Grant — Recovery — Penalties — Damages — Suspension — Termination — Force majeure).

ARTICLE 8 — PURCHASE OF GOODS, WORKS OR SERVICE

8.1 Rules for purchasing goods, works or services

If necessary to implement the action, the beneficiaries may purchase goods, works or services.

The beneficiaries must make such purchases ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 20 of the G.A.).

The beneficiaries must ensure that the Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their contractors.

ARTICLE 9 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

General and specific conditions for subcontractors are set out in Article 10 of the GA

ARTICLE 10 – GENERAL OBLIGATION TO INFORM

10.1 General obligation to provide information upon request

The beneficiaries must provide — during implementation of the action or afterwards and in accordance with article 25.2 of the G.A. — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with the other obligations under the Agreement.

10.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement

Each co-beneficiary must:

- (i) keep information stored in the 'Beneficiary Register' (via the electronic exchange system, see Article 36 of the G.A.) up to date (see Article 12 of the GA);
- (ii) Each beneficiary must immediately inform the coordinator of any of the following:
 - A) **events** which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:
 - changes in its legal, financial, technical, organisational or ownership situation
 - B) **circumstances** affecting:
 - i. the decision to award the grant or
 - ii. compliance with requirements under the Agreement.

10.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27 of the G.A.).

Such breaches may also lead to any of the other measures described in Chapter 6 of the G.A..

ARTICLE 11 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

11.1 Obligation to keep records and other supporting documentation

The beneficiaries must — for a period of five years after the payment of the balance — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs they declare as eligible.

They must make them available upon request (see Article 12 of the G.A.) or in the context of checks, reviews, audits or investigations (see Article 17 of the G.A.).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 12 and 17 of the G.A.), the beneficiaries must keep the records and other supporting documentation until the end of these

procedures.

The beneficiaries must keep the original documents. Digital and digitalized documents are considered originals if they are authorized by the applicable national law. The EASME may accept non-original documents if they consider that they offer a comparable level of assurance.

11.1.1 Records and other supporting documentation on the technical implementation

The beneficiaries must keep records and other supporting documentation on the technical implementation of the action, in line with the accepted standards in the respective field.

11.1.2 Records and other documentation to support the costs declared

The beneficiaries must keep the records and documentation supporting the costs declared, in particular the following:

- (a) for **actual costs**: adequate records and other supporting documentation to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the beneficiaries' usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documentation;
- (b) for **flat-rate costs**: adequate records and other supporting documentation to prove the eligibility of the costs to which the flat-rate is applied. The beneficiaries do not need to identify the costs covered or provide supporting documentation (such as accounting statements) to prove the amount declared at a flat-rate.

In addition, for **personnel costs** (declared as actual costs), the beneficiaries must keep **time records** for the number of hours declared. The time records must be in writing and approved by the persons working on the action and their supervisors, at least monthly. In the absence of reliable time records of the hours worked on the action, the Agency may accept alternative evidence supporting the number of hours declared, if it considers that it offers an adequate level of assurance.

As an exception, for **persons working exclusively on the action**, there is no need to keep time records, if the beneficiary signs a **declaration** confirming that the persons concerned have worked exclusively on the action.

11.1.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated

will be ineligible and will be rejected, and the grant may be reduced (see Article 27 of the GA). Such breaches may also lead to any of the other measures described in Chapter 6 of the GA.

ARTICLE 12 — SUBMISSION OF DELIVERABLES

12.1 Obligation to submit deliverables

The co-beneficiary must submit:

- the 'deliverables' identified in Annex 1, in accordance with the timing and conditions set out in it.

12.2 Consequences of non-compliance

If the coordinator breaches any of its obligations under this Article, the Agency may apply any of the measures described in Chapter 6 of the G.A..

ARTICLE 13 — PAYMENTS AND PAYMENT ARRANGEMENT

13.1 Payments to be made

The following payments will be made to the co-beneficiaries:

- one pre-financing payment;
- one payment of the final balance, on the basis of the request for payment (see Article 15 of the GA).

The Coordinator commits himself to carrying out payments to the Co-beneficiary, subject to the Co-beneficiary's achievements according to the work plan as agreed upon the Grant Agreement and its annexes, and according to the reporting requirements listed in the Grant Agreement (see Art. 15).

13.2 Pre-financing payment — Amount

The aim of the pre-financing is to provide the beneficiaries with a float. It remains the property of the EU until the payment of the balance.

The amount of the pre-financing payment will be **20.626,90 Euro (70% of the maximum EU grant contribution)**, as stated in art. 16.2 of the G.A.

The coordinator undertakes to distribute the pre-financing payment to the co-beneficiary within 60 working days after the signature of the present Consortium agreement.

13.3 Payment of the balance

The payment of the balance reimburses the remaining part of the eligible costs incurred by the co-beneficiaries for the implementation of the action.

The amount will be calculated on the basis of the individual final cost statement based on the reporting tool provided by the EU-Commission and the approved grant resulting from the final report to the EASME (in accordance with Art. 16.4 of the GA).

The payment of the balance will be done within 90 working days after that the final payment of the EU-Commission has been credited to the account of the Coordinator (subject to the submission by the co-beneficiary of the final report).

Any revenue generated by the project and received by the Co-beneficiary shall be declared in the financial statement and shall limit the EU financial contribution to the amount required to balance revenue and expenditure..

13.4 Currency for payments

Payments are done in Euro.

13.5 Bank account for payments

All payments will be made to the following bank account of the co-beneficiary:

Name of bank: PRIMA banka Slovensko a.s.

Address of branch: Hlavná 7, 040 01, Košice, Slovakia

Address of headquarter: Hodžova 11, 010 11, Žilina, Slovakia

Full name of the account holder: Creative Industry Košice, n.o.

Full account number (including bank codes): 0558235001/5600

IBAN code: SK21 5600 0000 0005 5823 5001

13.6 Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the coordinator bears the cost of transfers charged by its bank;

- the co-beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

CHAPTER 5 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 14 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

14.1 Pre-existing rights and access rights to pre-existing rights

Where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, the beneficiaries must establish a list of these pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use.

The co-beneficiary must — before starting the action — submit this list to the Coordinator.

The beneficiaries must give each other (and their affiliated entities) access to any pre-existing industrial and intellectual property rights needed for the implementation of the action and compliance with the obligations under the Grant Agreement.

14.2 Ownership of results and rights of use

The results of the action (including the reports and other documents relating to it) are owned by the beneficiaries.

The beneficiaries must give the Agency and the Commission the right to use the results for their communication activities under Article 22 of the GA.

14.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27 of the GA).

Such a breach may also lead to any of the other measures described in Chapter 6 of the GA.

ARTICLE 15 — CONFLICT OF INTERESTS

15.1 Obligation to avoid a conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or

national affinity, family or emotional ties or any other shared interest ('**conflict of interests**').

They must formally notify to the EASME without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The EASME may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

15.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27 of the GA) and the Agreement may be terminated (see Article 34 of the GA).

Such breaches may also lead to any of the other measures described in Chapter 6 of the G.A.

ARTICLE 16 — CONFIDENTIALITY

16.1 General obligation to maintain confidentiality

During implementation of the action and **for five years after the payment of the balance**, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ("**confidential information**").

They may use confidential information to implement the Grant Agreement. The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation;
- (c) the disclosure of the confidential information is required by EU or national law.

16.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27 of the GA).

Such breaches may also lead to any of the other measures described in Chapter 6 of the GA.

ARTICLE 17 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

15.1 17.1 Communication activities by the beneficiaries

17.1.1 General obligation to promote the action and its results

The beneficiaries must promote the action and its results.

17.1.2 Information on EU funding — Obligation and right to use of the EU emblem

Unless the EASME requests or agrees otherwise, any communication activity related to the action (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) and any infrastructure, equipment of major result funded by the grant must:

- display the EU emblem and
- include the following text:

“This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] is part of the project [insert project title] which has received funding from the European Union’s COSME Programme (2014-2020).”

When displayed in association with another logo, the EU emblem must have appropriate prominence. For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Agency. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

17.1.3 Disclaimer excluding Agency/Commission responsibility

Any communication activity related to the action must indicate the following disclaimer:

“The content of this [insert appropriate description, e.g. report, publication, conference, etc.] represents the views of the author only and is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Executive Agency for Small and Medium-sized Enterprises or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains.”

17.2 Communication activities by the Agency

17.2.1 Right to use beneficiaries' materials, documents or information

The EASME may use information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material that it receives from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 21 of the GA, which still apply.

The right to use a beneficiary's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the EASME or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001⁸, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the EASME.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under the Grant Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the EASME will insert the following

information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Executive Agency for Small and Medium-sized Enterprises (EASME) under conditions.”

17.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27 of the GA).

Such breaches may also lead to any of the other measures described in Chapter 6 of the GA.

ARTICLE 18 — PROCESSING OF PERSONAL DATA

18.1 Processing of personal data by the EASME and the Commission

Any personal data under the Grant Agreement will be processed by the EASME or the Commission under Regulation No 45/2001¹ and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Agency or the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Agency or the Commission for the purposes of implementing, managing and monitoring the Grant Agreement or protecting the financial interests of the EU (including checks, reviews, audits and investigations; see Article 17 of the GA).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the ‘privacy statement’ on the EASME and Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

18.2 Processing of personal data by the beneficiaries

The beneficiaries must process personal data under the Grant Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Grant Agreement.

The beneficiaries must inform the personnel whose personal data are collected and processed by the EASME or the Commission. For this purpose, they must provide them with the privacy statement (see above), before transmitting their data to the EASME or the Commission.

18.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 13.2, the EASME may apply any of the measures described in Chapter 6 of the GA.

ARTICLE 19 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE AGENCY

The beneficiaries may not assign any of their claims for payment against the EASME to any third party, except if approved by the EASME on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the EASME has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it. In no circumstances will an assignment release the beneficiaries from their obligations towards the EASME.

ARTICLE 20 — INTERNAL ARRANGEMENTS BETWEEN BENEFICIARIES

The beneficiaries must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly. These internal arrangements are set out in this ‘Consortium Agreement’ between the beneficiaries.

The consortium agreement does not contain any provision contrary to the Grant Agreement.

ARTICLE 21 — LIABILITY FOR DAMAGES

18.2 21.1 Liability of the beneficiaries

21.1.1 Conditions

Except in case of force majeure (see Article 35 of the GA), the beneficiaries must compensate the EASME for any damage it sustains as a result of the implementation of the action or because the

action was not implemented in full compliance with the Grant Agreement.

Each beneficiary is responsible for paying the damages claimed from it.

21.1.2 Amount of damages - Calculation

The amount the EASME can claim from a beneficiary will correspond to the damage caused by that beneficiary.

21.2.3 Procedure

The procedure to notify the beneficiary concerned and claim damages is described in the Art. 30.2.3 of the GA.

FINAL PROVISIONS

ARTICLE 22 — COMMUNICATION BETWEEN THE PARTIES

22.1 Form and means of communication

Communication under this Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing and
- bear the number of the Grant Agreement.

Until the payment of the balance: all communication must be made through the electronic exchange system and using the forms and templates provided there, or by registered post with proof of delivery (‘formal notification on paper’).

After the payment of the balance: formal notifications must be made by registered post with proof of delivery (‘formal notification on paper’).

Communications in the electronic exchange system must be made by persons authorised according to the ‘Terms and Conditions of Use of the electronic exchange system’. For naming the authorised persons, each beneficiary must have designated — before the signature of this Agreement — a ‘Legal Entity Appointed Representative (LEAR)’. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Terms and Conditions of Use of the electronic exchange system).

If the electronic exchange system is temporarily unavailable, instructions will be given on the

EASME and Commission websites.

22.2 Addresses for communication

The electronic exchange system must be accessed via the following URL:

<https://ec.europa.eu/research/participants/portal/desktop/en/projects/>

Formal notifications on paper (only after the payment of the balance) addressed to the Agency must be sent to the following address:

Executive Agency for Small and Medium-sized Enterprises

(EASME) COSME

Place Rogier 16

B-1049 Brussels Belgium

Formal notifications on paper (only after the payment of the balance) addressed to the Coordinator must be sent to its legal address as specified in the 'Beneficiary Register'.

ARTICLE 23 — AMENDMENTS TO THE GRANT AGREEMENT

The Grant Agreement may be amended, unless the amendment entails changes to the Grant Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

The procedure for requesting for amendment is described in the Art. 39.2 of the GA.

ARTICLE 24 — AMENDMENTS OR ADDITION TO THIS CONSORTIUM AGREEMENT

Amendments to this Agreement shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this agreement.

ARTICLE 25 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

24.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Italy.

24.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court of Genoa or, on appeal, the Court of Justice of the European Union, has sole jurisdiction.

ARTICLE 26 — ENTRY INTO FORCE OF THE AGREEMENT

This Agreement will enter into force on the day of signature by the beneficiaries of their 'Accession Form' (see Annex 3 and Article 40).

By signing this Consortium Agreement or the Accession Form, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Grant Agreement, with all the obligations and conditions it sets out.

Done in Matera, in two copies.

SIGNATURES

For the Coordinator
[the authorized representative]

Mr. Luigi MARTULLI


Via L. Einauc
Part. IVA:
IL PI

Date 03/04/2019

For the Co-beneficiary
[the authorized representative, director]

[Ing. arch. Michal Hladký]

Date 09/04/2019