

CONSORTIUM AGREEMENT 'RESCUR'

BETWEEN:

The University of Malta of Msida MSD 2080 Malta, represented by Prof. Juanito Camilleri, Rector

AND

Orebro University of _____ Sweden, represented by _____;

AND

The Technical University of Lisbon, Portugal of _____, represented by _____;

AND

The University of Crete, Greece of _____ represented by _____;

AND

The University of Pavia, Italy of _____, represented by _____;

AND

The University of Zagreb, Croatia of _____-, represented by _____.

hereinafter collectively referred to as the **"Parties"** or the **"Consortium"**;

WHEREAS,

In consideration of Decision No 1720/2006/EC of the European Parliament and of the Council of 15 November 2006 establishing an action programme in the field of lifelong learning, (OJEC L 327/45), the Parties have agreed on a project called "RESCUR: A Resilience Curriculum for Early and Primary Schools in Europe" to be carried out in the framework of lifelong learning (hereinafter referred to as **"the Project"**).

WHEREAS, the Coordinator has decided and agreed to execute and perform with the Project Partners the grant agreement for an action number 526813-LLP-1-MT-COMENIUS-CMP (hereinafter referred to as **"the Grant Agreement"**) as awarded by the Agency for the Project and enclosed in **Annex 1** hereto.

WHEREAS, the Parties have decided to specify and supplement among themselves the provisions of the Grant Agreement with respect to the carrying out thereof.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

Article 1 - Definitions

1.1. General Definitions

For sake of clarity, words used in this Consortium Agreement will have the same meaning as that defined either below or in the third article of Decision No 1720/2006/EC of the European Parliament and of the Council of 15 November 2006 establishing an action programme in the field of lifelong learning (OJEC L 327/45).

1.2. Additional Definitions

"Agency" means the Education, Audiovisual and Culture Executive Agency acting under powers delegated by the Commission of the European Communities and is therefore the signatory of the Grant Agreement;

"Commission" or "EC" means the Commission of the European Communities;

"Community" means the European Community;

"Coordinator" means the Project Coordinator within the meaning of the above-mentioned Decision No 1720/2006/EC;

"Defaulting Party" means a Party which the Management Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 7.6 of this Consortium Agreement;

"Description of work" means the "COMENIUS Lifelong Learning Programme" enclosed and described in Annex I of the Grant Agreement which is enclosed in **Annex 1** hereto;

"Grant Agreement" means the agreement concluded between the Coordinator and the Agency awarding a grant to the Coordinator for the execution of the Project;

"Project" means (notwithstanding the definition given in the Grant Agreement) the action called "526813-LLP-1-MT-COMENIUS-CMP" as set out in **Annex 2** hereto and to Annex I to the Grant Agreement;

"Project Reports" means the reports (interim (progress) reports and final report) and all documents to be submitted to the Agency in accordance with the Special Conditions, provision I.5, and with the Grant Agreement, especially its Annex V, as well as any financial report referred to in Article 6.2.2.1 below.

Article 2 - Purpose and Scope

2.1 Purpose

With respect to the Project, the purpose of this Consortium Agreement is to carry out jointly the Project and to specify the relationship between the Parties, in particular concerning:

- organisation of the work among themselves,
- the management of the Project,
- their respective rights and obligations, including, but not limited to, their liability, intellectual property rights and dispute resolution without conflicting with those set forth in the Grant Agreement.

2.2 Scope of the Project

The scope of the Project is to develop collaboratively resilience curriculum for early and primary schools as set out in the Description of work and the performance of the Project shall be shared among the Parties according to the allocation of tasks enclosed in **Annex 2** hereto and to the allocation of the grant awarded by the Agency approved by the Management Board.

Article 3 – Parties’ undertakings

3.1 General undertakings

Each Party:

- undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law;
- agree not to enter into any competitive project, with any Party or third parties;
- undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project;
- shall provide promptly all information reasonably required by the Management Board or by the Coordinator to carry out its tasks, especially when he has received a request from the Agency.
- shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

In particular, each Party hereby undertakes to use all reasonable endeavours to, *inter alia*:

- a) keep (and supply the same to the Coordinator in an acceptable format) full records of costs incurred and time spent on the Project, including but not limited to the provision of details of the time of Project Partners given in kind and as complementary funding; and
- b) prepare and present the Project Reports to be submitted to the Agency as required under the Grant Agreement or upon request of the Coordinator in

sufficient time to enable the latter to submit such Project Reports to the Agency in accordance with the formats required.

Article 4 – Coordinator

The Coordinator, as sole Beneficiary of the Grant Agreement, assumes the overall responsibility for carrying out the Project.

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

In particular, the Coordinator shall be responsible for:

- any correspondence with the Agency and third parties, including without limitation the submission of amendments to the Grant Agreement and this Consortium Agreement (if any) and thereafter the coordination of further negotiation of the Grant Agreement and this Consortium Agreement (if required),
- collecting, reviewing to verify consistency and submitting Projects Reports, other deliverables (including financial statements and related certifications) and any documents connected with the Project to the Agency,
- keeping the address list of members and other contact persons updated and available,
- transmitting documents and information connected with the Project, including changes of contact information to and between any other Parties concerned,
- administering the Community financial contribution and fulfilling the financial tasks described in Article 6 below,
- providing, upon request, the Parties with official copies of documents which are in the sole possession of the Coordinator when such copies are necessary for the Parties to present claims,
- supervision of progress relative to the time schedules as set up by common agreement of the Parties.

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

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

A Management Support Team may be proposed by the Coordinator. It shall be appointed by the Management Board and shall assist and facilitate the work of the Coordinator for executing the decisions of the Management Board as well as the day-to-day management of the Project.

Article 5 - Management Board

5.1 Composition of the Management Board

The Management Board is composed of one representative of each Party. Each representative can designate a deputy.

Any expert or qualified person may be invited to attend meetings of the Management Board with a role of advisor.

Each Party shall have the right to replace its representative by informing the other Parties by post, fax or e-mail.

5.2 Chairperson of the Management Board

The chairperson of the Management Board is the representative of the Coordinator for the term of this Consortium Agreement.

He:

- sets the agenda for the meetings of the Management Board,
- chairs meetings of the Management Board, in his absence, the Management Board shall appoint an acting chairperson,
- implements the decision taken by the Management Board.
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5.3 Meetings

The chairperson shall convene the Management Board as often as the interests of the Consortium so require and at least once a year.

The chairperson shall also convene meetings at any time, subject to funding being available:

- upon request of one third of the Parties,
- upon request of a Party in case of an emergency situation requires so.
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- The Chairperson shall give each Party at least fifteen (15) calendar days written prior notice of such meeting or seven (7) calendar days notice in case of an emergency situation.
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- Any decision of the Management Board may be taken in accordance with the above-mentioned conditions in meetings held (i) via teleconference (ii) without vote if a written consent setting forth the decision so taken is signed, even by electronic means, the Parties having at least the minimum number of votes that would be necessary to take such decision.

5.4 Agenda

Any decision requiring a vote of the Management Board must be identified as such on the notice of meeting.

Should a Party suggest adding a discussion point or resolution to the proposed agenda, it shall give written notice thereof to all the other Parties at least seven (7) calendar days prior to the date of the meeting.

5.5 Minutes

The chairperson may draft the minutes of each meeting to formalise in writing all decisions taken and shall dispatch them to all the Parties within fifteen (15) calendar days following the concerned meeting.

The minutes shall be considered accepted by the Parties if none of them that were present or represented at the meeting has objected in writing to the chairperson within seven (7) calendar days from receipt thereof.

5.6 Quorum requirements

The Management Board shall validly meet if three-quarters of its members are present or represented.

If the quorum requirement is not met, the Management Board shall be reconvened within the one (1) following week and may validly deliberate without the quorum requirement being met.

5.7 Written consultation

In case of written consultation, the letter or e-mail of the chairperson shall specify the deadline for response imparted. Failure to answer within this deadline shall be deemed as a non-vote for the application of the quorum and majority vote requirements.

5.8 Role

The Management Board is the decision-making and arbitration body and shall decide, *inter alia*, on the following matters:

- a) political and strategic orientation of the Project;
- b) review the Description of work together with the annual budget and resource allocation of the grant awarded by the Agency between the Parties under the Grant Agreement, and the re-allocation between the Parties at the end of the Project of any such funding which remains unused;
- c) making proposals to the Parties for the review of the costs or time schedules under the Grant Agreement;
- d) the plan for publishing and disseminating the Foreground of the Project;
- e) review the Projects Reports and the proposition on orientations to adopt communicated by the stakeholders of the Project (students, partners, etc.) and external experts;
- f) implementation and evaluation of the actions to be carried out within the Project;
- g) establishing and appointing members of the RESCUR Teacher Training Committee as provided for in Annex I of the Grant Agreement;
- h) propose to the Parties (other than a Defaulting Party) for the service of notices requiring remedy of breach and terminating this Consortium Agreement with respect to that Defaulting Party, all in accordance with Article 7 below;
- i) propose solution to possible conflict that may arise between the Parties during the implementation of the Project.

In case of b), decisions shall be taken by the majority of 80 % of the votes of the Parties present or represented, providing that any Party whose scope of work or time for performance of it would be hereby affected or whose costs or liabilities would be thereby changed, may veto such decisions.

In the case of i) decisions shall be taken by the majority of 80 % of the votes of the Parties present or represented with exception of the Defaulting Party.

5.9 Voting rules

Each member of the Management Board shall have one vote and may be represented either by its deputy or by any other person employed by the same Party and duly authorised.

Subject to the cases set forth above expressly requiring otherwise, decisions of the Management Board shall be taken upon a majority of 60 % of the voting rights present or represented.

Article 6 – Resources

6.1 General Provision

Each Party shall bear its own costs in connection with the carrying out of the Project.

6.2. Financial means

6.2.1. Budget

The estimated eligible budget of the Project is set out in Annex II of the Grant Agreement.

6.2.2. Coordinator's accounting

6.2.2.1 The Coordinator shall receive the payments from the Agency.

6.2.2.2 The Coordinator shall, in the limit of the payments received from the Agency, reimburse once a year each Project Partner for its eligible costs that have been duly justified by transmission of financial reports.

Such financial reports shall be provided to the Coordinator by each Project Partner at the end of each period of three months beginning on December 15th 2012 and enclose certified copies of all the documents justifying the expenses made in the previous period by the concerned Project Partner within the frame of the Project.

The Coordinator is entitled to refuse reimbursement of any expense that is not properly or is insufficiently justified.

6.2.2.3 The Coordinator shall identify in its accounts the payments from the Agency to the Project and provide all required justifications upon the release of the funds.

6.2.2.4 The Project Partners shall provide the Coordinator with their complete references of the bank account.

6.2.2.5 The Project Partner shall keep available for at least five (5) years after the end of the Project all the originals of the documents which certified copies have been sent to the Coordinator in the financial report.

6.2.3. Payments to the Project Partners

6.2.3.1 No distribution of funds to any Project Partner may take place prior to the signature of the Consortium Agreement by the said Project Partner.

6.2.3.2 Method of payment to Project Partners:

The Coordinator shall transfer the appropriate sums to the respective Project Partners with minimum delay, but not later than forty-five (45) working days after receiving of the above-mentioned financial report from the Project Partner. The

Coordinator shall notify each Project Partners promptly of the date and amount transferred to its respective bank account and shall give the relevant references.

- 6.2.3.3 No payment shall be requested of the Coordinator by the other Project Partners, even those having provided their financial report, as long as the related payment from the Agency has not been paid to the Coordinator.

It is also agreed that no distribution of any advance payment from the Agency will be made for a subsequent part before the prior ones are fully paid.

A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.

A Party which spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

- 6.2.3.4 If a Project Partner does not fulfil the conditions for a payment, such Project Partner shall not receive any further payment from the Coordinator until such conditions are met unless the Management Board decides otherwise.

- 6.2.3.5 The Management Board may decide on staggered payments of the grant to a Project Partner for justified reasons, such as failure to provide the appropriate justifying elements, failure to meet Project Reports or a future probable event that would cause failure to meet Project Reports.

6.2.4 Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the Agency or another contributor. Furthermore a Defaulting Party shall bear any reasonable and justifiable additional costs within the limits specified in Article 7.6 (c) of this Consortium Agreement,

Article 7 - Liability

7.1 General principle

Each Party agrees to assume all of the financial consequences of its liability in all cases its liability is asserted on the basis of damage caused to another Party or a third party in the scope of the performance of this Consortium Agreement.

In particular:

- each Party shall remain fully liable for the performance of any part of its work and its obligations under the Project,
- each Party is in charge of its own staff insurance coverage in conformity with its national applicable law including social security law and work-related accident and occupational disease regulations,
- each Party is liable for any damage caused by a member of its staff.

7.2. No warranty

No warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose neither of any information or materials supplied

under the Project nor as to the absence of any infringement of any proprietary rights of third parties.

The Recipient (as this term is defined in Article 9 below) shall be in all cases entirely and solely liable for the use to which it puts such information and/or material.

For the avoidance of doubt the respective Party shall also ensure that third party permissions are obtained to permit translation of such materials for the purposes of the Project;

7.3 Towards the Agency

If the Agency in accordance with the provisions of the Grant Agreement claims any reimbursement or payment of damages from the Coordinator:

- (a) the Party whose default has caused or contributed to the claim being made shall indemnify the Coordinator against such claims; and
- (b) in the event that is not possible to attribute default to any Party under (a) above, the amount claimed by the Agency shall be equally apportioned between all the Parties, except the Coordinator.

7.4. Towards each other

No Party shall be liable to any other Party for punitive damages, indirect or consequential loss or similar damages such as, but not limited to, loss of profits, loss of revenue or loss of contracts.

The terms of this Consortium Agreement shall not be construed to amend or limit any statutory liability.

7.5. Towards third parties

Subject to other undertakings and/or warranties as are provided for in this Consortium Agreement, each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Associate's obligations under the Grant Agreement and this Consortium Agreement.

Each Party shall remain fully liable for the performance of any part of its work and/or any of its obligations under this Consortium Agreement and by any subcontractor or any third party with whom it has therefore concluded a subcontract or an agreement.

To that end, such Party shall ensure that such subcontract or agreement fully complies with (i) Grant Agreement (ii) this Consortium Agreement and (iii) with the preservation of the other Parties' rights.

7.6. Defaults and Remedies

Except in case of force majeure, in the event of a substantial breach by a Party (hereinafter referred to as "the Defaulting Party") of any of its obligations under this Consortium Agreement or the Grant Agreement which is irremediable or which is not remedied within 30 (thirty) days of written notice from the other Parties requiring that it be remedied, the other Parties may jointly terminate this Consortium Agreement with respect to the Defaulting Party by not less than one month's prior written notice.

Such termination shall take place with respect to such Defaulting Party as of the date of such notice, subject to the provisions in (a) to (d) below.

Notice of such termination shall be given to the Agency which shall be requested to approve termination the Grant Agreement with respect to the Defaulting Party, provided always that:

- (a) without prejudice to any other rights of the other Parties, the licences granted to the Defaulting Party by the other Parties under this Consortium Agreement as well as under the Grant Agreement shall cease immediately but the licences so granted by the Defaulting Party to the other Parties shall remain in full force and effect;
- (b) the scope of the tasks of the Defaulting Party as specified in **Annex 2** shall be assigned to one or several companies and/or entities which are chosen by the other Parties and are acceptable to the Agency and which agree to be bound by the terms of this Consortium Agreement, with preference being granted to one or more of the remaining Parties;
- (c) the Defaulting Party shall assume all reasonable direct cost increase (if any) resulting from the assignment referred to in (b) above in comparison with the costs of the tasks of the Defaulting Party as specified in **Annex 2** and shall be liable for any so resulting additional direct cost incurred by the other Parties, up to a total amount which taken together with any liability to the Agency under Article 7.3 of this Consortium Agreement shall not exceed the total maximum limit of liability specified in that Article in respect of the Defaulting party.. In case the Agency does not approve termination of the Grant Agreement with respect to the Defaulting Party, such Party shall be deemed to have agreed to a termination with the provision that (a) above applies and that the agreement which is deemed to have been given by the Defaulting Party as aforesaid shall be without prejudice to the rights of the Defaulting Party to appeal against the termination.

The eventual financial penalties the Coordinator might pay to the Agency in accordance to Article II.12 of the Grant Agreement shall be borne by the Defaulting Party in case such the payment of those penalties is related to a breach by a Defaulting Party.

- 7.7 The provisions of this Article shall survive the expiration of termination of this Consortium Agreement (whether under Article 7.6 or otherwise) to the extent necessary to enable the Parties to pursue the remedies provided for in Article 7.

Article 8 - Force majeure

If any Party is prevented or delayed in the performance of any of its obligations hereunder by any force majeure, as defined in Article II.8.1 of the Grant Agreement, it shall notify the other Parties of such event and shall be excused from performing those obligations for so long as the event constituting force majeure shall continue.

If such force majeure lasts more than 90 days, the Parties may reconsider the way to perform their obligations under the Grant Agreement and this Consortium Agreement. If in the reasonable opinion of the Parties, other than the Party affected by force majeure, the latter will not be able to perform its obligations under the Grant Agreement and this Consortium Agreement, then the other Parties shall be entitled jointly to terminate this

Consortium Agreement with respect to the Party affected by force majeure by not less than one month's prior written notice.

The provisions of Article 7.6, except paragraph (c), shall then apply as if the Party affected by force majeure were a Defaulting Party.

Article 9 - Confidentiality

All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition without prejudice to any commitment of non-disclosure under the Grant Agreement and for a period of 5 years after the end of the Project:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- b) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- c) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- d) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

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

- a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- d) the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- f) the Confidential Information was already known to the Recipient prior to disclosure.

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

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

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

The confidentiality obligations under this Consortium Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the Agency and the Commission.

Article 10 – Intellectual and industrial property rights

10.1 In accordance with article II.3. of the Grant Agreement :

- ownership of the results of the Project, including industrial and intellectual property rights, and of the Projects Reports and other documents related to it, shall be vested in the Coordinator, as beneficiary of the Grant Agreement;
- the Coordinator grants the Agency and the Commission the right to make free use of such results as it deems fit provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

The Project Partners shall therefore make their best efforts to provide the Coordinator with all the relevant information, document, assignment of right and/or obligation in order to enable him to fulfil its obligations towards the Agency and the Commission.

The Coordinator shall grant the Project Partners the right to make free use of the results it owns as it deems fit provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

10.2. Publicity

Unless the Agency requests otherwise, any communication or publication by the beneficiary about the Project, including conference or seminar, shall indicate that the Project has received funding from the Community.

Each Party shall indicate the other Parties' role in the Project in any of its publication, such as press releases, or communication referring to the Project.

The Parties agree that neither publications or press releases to be made during the execution of the Project shall disclose neither Confidential Information nor any Background nor Foreground, either in whole or in part.

10.3 The provisions of this Article shall survive the termination or expiration of this Consortium Agreement for a period of five (5) years after the end of the Project.

Article 11 - Duration - Termination

11.1 This Consortium Agreement shall come into force as of the date of its signature but shall then have retroactive effect as from 1st Decemeber 2012 and shall thereafter continue in full force and effect until complete discharge of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement as well as any amendment or extension thereof.

11.2 Each Party may terminate the Consortium Agreement in the case of early termination of the Grant Agreement by giving at least two (2) months written notice to the other Parties.

11.3 No Party shall be entitled to withdraw from or terminate this Consortium Agreement and/or its participation in the Project unless:

- (a) that Party has obtained the prior written consent of the other Parties to withdrawal and termination or
- (b) that Party's participation in the Grant Agreement is terminated by the Agency pursuant to the provisions in the Grant Agreement or,
- (c) the Grant Agreement is terminated by the Agency for any reason whatsoever.

Provided always that a Party shall not by withdrawal or termination be relived from:

- (i) any if its obligations under this Consortium Agreement which are intended to survive such event
- (ii) its responsibilities under this Consortium Agreement or the Grant Agreement in respect of that Party's work on the Project which has been carried out (or which should have been carried out up to the date of withdrawal or termination) or
- (iii) from any of its obligations or liabilities arising out of such withdrawal or termination.

11.4 In the event that any Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, the other Parties shall, subject to approval by the Agency, be entitled to take over the fulfilment of such Party's obligation and to receive subsequent payments under the Grant Agreement in respect thereof.

Article 12 - Miscellaneous

12.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this body text and:

- Annex 1:** Grant Agreement with the Agency and its Annexes,
- Annex 2:** The work programme,

In case this Consortium Agreement is in conflict with the Grant Agreement, the terms of the latter shall prevail.

In case of conflicts between the appendices and the body 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 which fulfils the purpose of the original provision.

12.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. 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.

12.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator, based on the initial list of members and other contact persons.

For the Coordinator, the contact person shall be Professor Carmel Cefai (EuroCentre for Educational Resilience, University of Malta).

Formal notices:

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

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt (e.g. Minutes).

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

12.4 Assignment and amendments

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 require a separate agreement between all Parties.

12.5 Mandatory statutory 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.

12.6 Language

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

12.7 Applicable law

This Consortium Agreement and all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of Belgium.

12.8 Settlement of disputes

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

12.9 Counterparts

This Consortium Agreement shall be executed in four (4) counterparts, all of which together shall constitute one and the same instrument. Each Party shall sign two (2) original counterparts and return them to the Coordinator for counter-signature.

The Coordinator shall collect the signed counterparts and have an obligation to send copies of all signed counterparts to each Party within sixty (60) days of receipt of the signed counterparts from the Parties.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Consortium Agreement in five (5) original copies.

SIGNATURES

For Coordinator

University of Malta, Malta

Name of the legal entity

Professor Juanito Camilleri

Name of the legal representative

Signature of the legal representative

Date

Stamp of the organisation

For Partner

Orebro University, Sweden

Name of the legal entity

Name of the legal representative

Signature of the legal representative

Date

Stamp of the Organisation

For Partner

Technical University of Lisbon, Portugal

Name of the legal entity

Name of the legal representative

Signature of the legal representative

Date

Stamp of the organisation

For Partner

University of Crete, Greece

Name of the legal entity

Name of the legal representative

Signature of the legal representative

Date

Stamp of the Organisation

For Parter

University of Pavia, Italy

Name of the legal entity

Name of the legal representative

Signature of the legal representative

Date

Stamp of the organisation

For Partner

University of Zagreb, Croatia

Name of the legal entity

Name of the legal representative

Signature of the legal representative

Date

Stamp of the Organisation