

Madrid, 20th of February 2017

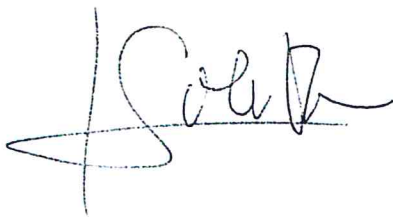
Italian Agency for Development Cooperation
Mina Lomuscio
Via Salvatore Contarini, 25
00135 Roma- Italia

Dear Ms. Lomuscio,

Referring to the Project *Bridging the Gap II: Inclusive policies and services for equal rights of persons with disabilities* (DCI-HUM/2016/379-983), I am pleased to send you a copy of the consortium agreement send by all the partners, alongside with the annexes.

We are confident that our collaboration in the framework of that project will be fruitful.

Yours sincerely,



Ignacio Soleto,
Director of Public Administrations and Social Affairs Department
FIIAPP

PROT. 2225

DEL

23 FEB. 2017

Consortium Agreement

Bridging the Gap: Inclusive policies and services for equal rights of persons with disabilities

LIST OF ACRONYMS

ADA	Austrian Development Agency
AECID	Spanish Agency of International Cooperation for Development
CA	Consortium Agreement
CAP	Contracting Authority to the Project
CPM	Country Project Manager
EC	European Commission
EDF	European Disability Forum
FIIAPP	The International and Ibero-American Foundation for Administration and Public Policies
IADC	Italian Agency for Development Cooperation
IDDC	International Disability and Development Consortium
MoFAF	Ministry of Foreign Affairs of Finland
MS	Member States
OHCHR	The Office of the High Commissioner for Human Rights
PAGoDa	Pillar Assessed Grant or Delegation Agreement
PD	Project Director
PMU	Project Management Unit
SC	Steering Committee
SOP	Standard Operating Procedures



This Agreement becomes effective on the «Effective Date» when the last party signs, and is made between:

Fundación Internacional y para Iberoamérica de Administración y Políticas Públicas (FIIAPP)

Public sector foundation

Registering number: 398

MAD13557

Calle Beatriz de Bobadilla, 18 – 28040 Madrid – Spain

ESG82053851

Represented for the purposes of the signature of this agreement by Jaime de Pazos Molins, Secretary General,

And,

Spanish Agency of International Cooperation for Development (AECID)

Public Entity

ES-2009-DKT-2206448085

Avda. Reyes Católicos, 4

28040, Madrid

Spain

Italian Agency for Development Cooperation (IADC)

Public entity

Registering number:

VAT number 97871890584

Via Salvatore Contarini, 25, 00135 Roma

Austrian Development Agency (ADA)

Company with limited liability

Registering number: FN 243529 g

Zelinkagasse 2, 1010 Vienna, Austria

European Disability Forum (EDF)

AISBL (International Non Profit Association)

459641626 Address : Square de Meeus 35, B-1000 Bruxelles

0459641626

International Disability and Development Consortium (IDDC)

Non for profit association (Internationale Vereniging Zonder Winstoogmerk – IVZW), registered under Belgian law in the year 2007

Registering number: 0888.489.613

Rue de l'Industrie 10, 1000 Brussels, Belgium

VAT number, for VAT registered beneficiaries: N/A

Hereinafter collectively referred to as “the Parties”, or individually as “a Party”

In accordance with the **PAGoDa II Grant Agreement DCI-HUM/2016/379-983** (hereinafter referred as ‘PA Grant Agreement’) signed between FIIAPP and the European Commission, including the aforesaid parties as **Co-Beneficiaries**, FIIAPP being the coordinating organization of the consortium, it is referred as the “Coordinator” when necessary. The parties,



being part of the consortium, not in charge of general coordination, may be referred as the “Co-Beneficiaries” when necessary.

The common project *Bridging the Gap: Inclusive policies and services for equal rights of persons with disabilities* as described in Annex 1 of the PA Grant Agreement will be hereinafter referred to as the “Project”.

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1. PURPOSE OF THE AGREEMENT

This Consortium Agreement is concluded within the framework of the **PA Grant Agreement** signed between the European Commission and the Coordinator, and on behalf of the Co-beneficiaries, for the implementation of the Project. The General and Special conditions of the above mentioned Agreement and annexes shall prevail over the terms of the present Agreement.

Taking into account the rules and obligations already specified into the PA Grant Agreement, the purpose of this Consortium Agreement is to specify with respect to the Project, the relationship among the Parties, in particular concerning the organization of the work between them, the management and governance of the Project and the rights and obligations of the Parties and dispute resolution.

ARTICLE 2. ENTRY INTO FORCE, DURATION AND TERMINATION

2.1 Entry into force

This Consortium Agreement shall have effect from the Effective Date when the last Party signs.

The following annexes form part of this Agreement:

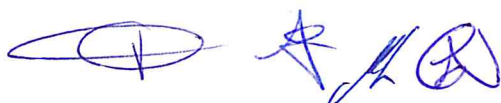
- Annex I: the PA Grant Agreement (special and general conditions) including all annexes.
- Annex II: Provisional Budget and internal budget allocation

2.2 Duration

The date of signature of the Consortium Agreement by all Parties will be considered as the date when it enters into force, and shall remain valid until the PA Grant Agreement reaches its end. Therefore, the Consortium Agreement will automatically be extended where there is an extension of the Project, until this extension comes to an end, or until all outstanding payments have been made under the terms of the PA Grant Agreement.

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations (art 5.2, 5.3 and 5.4) undertaken by the Parties under this Consortium Agreement and under the PA Grant Agreement signed by the Coordinator with the European Commission (hereafter referred as the “Contracting Authority”).

2.3 Termination



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 Steering Committee (Article 5) may terminate/suspend the participation of a Party to the Consortium Agreement, with one written month notice, if the Party does not fulfil its obligations and commitments resulting from the present Consortium Agreement; in such case, the Steering Committee shall decide, at the same time, to propose the terminate/suspension of the concerned Party's participation in the Grant Agreement to the Contracting Authority.

If the PA Grant Agreement is terminated or suspended, this Consortium Agreement shall automatically terminate or be suspended in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Article 2.4 of this Consortium Agreement.

Should a Party decide to terminate its participation in the PA Grant Agreement, the remaining Parties will proceed in accordance with Article 2.4 of Annex 2b of the PA Grant Agreement and, in particular, negotiate an addendum to the PA Grant Agreement.

No Party shall be liable for any damage or additional expenses for any other Party in the context of a termination of its participation in the PA Grant Agreement.

The provisions relating to 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 Consortium occurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

ARTICLE 3. RESPONSIBILITIES OF PARTIES

3.1 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 PA Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of the highest professional standards and good faith.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project (art 5.1), any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the Coordinator and more globally the Parties.

3.2 Breach of Agreement

In the event that a Party identifies a breach of another Parties obligations under this Consortium Agreement or the PA Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Organization is in breach of its obligations, the Party



appointed by the Steering Committee, will give formal written notice to such Party requiring that such breach to be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not remediable the Steering Committee may decide on the consequences thereof which may include the termination or suspension of the participation of a Party to the Consortium Agreement.

3.3 Involvement of third parties

A Party that enters into a subcontract or a sub grant 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 PA Grant Agreement. It 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 PA Grant Agreement. The Parties which have been pillar-assessed by the EC may apply their own respective rules as regards procurement, employment of personnel and grant awards.

ARTICLE 4. LIABILITY TOWARDS EACH OTHER

4.1 Generalities

Each Party shall be individually and solely liable to perform its share of the activities as defined in Article 5 of the Consortium Agreement according to the terms and conditions of the PA Grant Agreement.

4.2 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 under its obligations in relation to the PA Grant Agreement.

4.3 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 Coordinator, or the Co-Beneficiaries, of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 4 weeks after such notification, the transfer of tasks - if any - shall be decided by the Steering Committee, and notified to and approved by the contracting authority.

In cases of Force Majeure, where an activity is planned or being implemented, when only part of the Project staff or activities have been affected, the Steering Committee will decide (and communicate the decision to the EC) upon the necessity, to temporarily suspend one or part of the (foreseen) activities, or to definitively cancel them.

ARTICLE 5. GOVERNANCE STRUCTURE

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



5.1 General structure

The Steering Committee (SC) is composed by the Contracting Authority and the members of the Consortium: FIIAPP, AECID, ADA, IADC, the European Disability Forum (EDF) and the International Disability and Development Consortium (IDDC). The Office of the High Commissioner for Human Rights (OHCHR, implementing component 1) will be invited as an observer as well as the Ministry of Foreign Affairs of Finland (MoFAF).

The chair of the Steering Committee rotates among the partnership members and the Project Management Unit will assume the Steering Committee's Secretariat (prepare meeting, provide meeting reports, support logistics etc.). OHCHR will be proposed to become an observer member, to ensure the coordination with component 1 of the programme. Upon prior approval, agencies or departments from other EU member states as well as other organizations can participate as observers. The Steering Committee meets every six months in locations as decided by the Steering Committee members. They will take place in Madrid or hosted by other Member States or the EU headquarters or EU Delegations in partner countries.


The Steering Committee is the decision-making body of the Consortium. Decisions shall ideally be taken by unanimity. In case of disagreement, consensus will be sought. Modifications to text of the PA Grant agreement and this Consortium Agreement may only be decided unanimously. A modification of a tentative partner country (see Article 5.3.1) needs the consent of the Party concerned.

The following decisions - among others - shall be taken by the Steering Committee:

- Make observations and recommendations on the short-listed candidates of the PMU. The coordinator shall inform the Steering Committee at every stage of the selection process.
- Terminate/suspend the participation of a Party to the Consortium Agreement.
- declare that a Party is in breach with the Consortium Agreement and decide on the consequences according to article 6.4.2.
- in case of a Force Majeure decide on the transfer of tasks, and upon the necessity, to temporarily suspend one or part of the (foreseen) activities, or to definitively cancel them, with the approval of the Contracting Authority.
- Approve budget variations between two budgetary headings above 25 %, in the country budgets, always with the consent of the concerned party/ies. If that variation implies a rise above 25% of the total budget, it should be subject to approval of the corresponding addendum by the contracting authority.
- Propose changes to the PA Grant Agreement.
- Approve the annual work plans and budget in partner countries, always with the consent of the concerned party/ies.
- Changes regarding the payment scheme, always with the consent of the concerned party/ies.

5.2 The role of the Coordinator

The Coordinator, FIIAPP, hosts the Project Management Unit (PMU), which provides overall project oversight and coordination. FIIAPP shall be the intermediary between the Co-Beneficiaries and the Contracting Authority at international (Brussels) level and shall perform all tasks assigned to it as described in the PA Grant Agreement and in this Consortium Agreement.



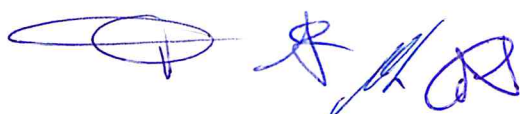
5.2.1 In particular, the Coordinator shall be responsible for:

- The general coordination of the activities. This coordination implies that the Project Director appointed by FIIAPP coordinates the work of the Country Project Managers appointed by the respective co-beneficiaries; the Country Project managers report to the Project Director.
- Monitoring as much as possible compliance by the Parties with their obligations, in relation to this Consortium agreement and the PA Grant Agreement. However, the consequences of any breach of its obligations by a co-beneficiary should be handled by the Co-Beneficiary keeping in mind that it is fully responsible of this breach;
- Coordinating and supporting the work of the Co-Beneficiaries regarding the narrative and financial reporting, monitoring, governance parts;
- Managing the internal communication among the Consortium Members
- Developing and delivering to the EU all joint consortium narrative and financial reports regarding the Grant Agreement, meeting the Contracting Authority reporting requirements;
- Receiving and managing the financial contribution and payments of the Contracting Authority and fulfilling the financial tasks described in Article 6.3;
- The overall relation with the Contracting Authority and other Member States institutions, at international level;
- Asking for the recovery of non-eligible costs incurred by the Co-Beneficiaries if necessary;
- Conducting all relations and communications with the Contracting Authority for the signature, implementation and follow up of the PA Grant Agreement as authorized by the Mandate signed by each Co-Beneficiary and after receipt of any necessary decisions and inform the Co-beneficiaries at the very latest within 15 days of any consultation, action or event with the Contracting Authority.
- Foreseeing, providing, and controlling the financial implementation of the Project;
- Via the Project Management Unit, preparing the meetings of the Steering Committee and meeting reports and monitoring the implementation of the decisions taken at these meetings;

5.3 The role of the Co-Beneficiaries

5.3.1 In particular, the Co-Beneficiaries shall be responsible for:

- Under the coordination of the Project Director, the direct implementation of their respective activities in the tentative partner country (AECID: Ecuador and Paraguay; IACD: Burkina Faso and Sudan; ADA: Ethiopia) or as otherwise agreed within the Steering Committee and incurring the related costs as described in the internal budget allocation (Annex II), strictly following the eligibility principle under their responsibility as described in the Description of Action and the Budget and the General Conditions;



- Supporting and being part of the implementation of activities in each country;
- Active participation in the mobilization of International short and midterm expertise;
- Regular participation in the governance of the project (Committees) and coordination of their Country Project Manager with the Project Director;
- Keeping the Coordinator regularly informed of the project progress according to an intern communication system established by the Organization at the beginning of the project;
- Providing accurate and regular information on incurred expenses to the Organization upon request, notably a clear quarterly statement of incurred expenditures quarterly for internal use.
- To provide the Coordinator with all documents generated by the Project;
- An annual financial and narrative report, as well as a report on verification of expenses, shall be transmitted to the Coordinator within 40 days after the end of the annual reporting period. The reports will be delivered with any other information required to complete the financial and narrative reports in a timely manner according to the internal procedure agreed.
- Liaising with the Contracting Authority or/and with the other involved Member States institutions in close coordination with the Project Director;
- Keeping the Coordinator informed in a very transparent manner of the relation and discussions with the beneficiary partners as part of the project activities;
- Ensuring good performance of its assignments in its area of responsibility, including the supervision of the performance of short term and midterm experts provided to the project;
- Engaging and promoting Policy Dialogue at the partner country.

5.4 Common obligations:

- The Parties commit themselves to perform the activities assigned to them according to the highest professional standards and to rapidly inform each other in writing of any problem that may be detrimental to successful project completion, as well as concerning any change in the agreed budget;

The Parties will abide by the following principles:

- **Implementing partnership:** The parties agree to fulfil the obligations set forth by this Agreement in a spirit of partnership, fairness and good faith. Individual core responsibilities are divided between the Parties according to the chronogram of the project;
- **Language:** The working language of the Project is English, and/or local languages.
- **Co-ordination and information exchange:** The Parties agree on the importance of adopting a co-ordinated approach to the Project, in order to ensure the implementation and the achievement of the requested results. The Parties shall have a mutual obligation to provide each other with all information necessary to the full implementation



of the Project. Co-ordination between the Parties shall take place through the programme manager of each Party. In this regard, a Standard Operating Procedures SOP should be elaborated during the Inception phase;

- Confidentiality: all information in whatever form or mode of transmission, which is disclosed in writing or orally between the Parties in connection with the Project, shall be considered as “Confidential Information”. The Parties explicitly commit themselves to respect Confidential Information and therefore not to disclose any of it without prior consent of the other Party;
- Submit to the Coordinator the required reports and information in order to allow the Coordinator to report to the Contracting Authority.
- To appoint the members of their staff (and the rest of the contracts) that will be assigned to the Project, and to duly sign their respective contracts, ensuring and supervising that they accomplish their assigned tasks as expected;

5.5 Structure of the project team

5.5.1 The Parties agree to work with staff attached to the Project, under the internal scheme outlined below. The Project Team will work in a flexible way depending on the concrete tasks at hand making full use of the respective areas of expertise and knowledge.

5.5.2 The Parties will ensure that all members of the team dedicate the resources indicated in the budget and that their work will attain the quality necessary to ensure the successful accomplishment of the results outlined in the project.

5.5.3. Each Party shall decide on the contractual conditions applicable to the persons of their staff attached to the Project, according to their own contracting rules.

As defined in the provisional country budgets in Annex II the human resources will tentatively look as follows:

FIIAPP:

- PMU Project Director in Madrid
- PMU Financial Manager in Madrid
- PMU Responsible for communication, visibility and information, part time in Madrid.
- PMU Administrative staff FIIAPP 50% in Madrid.


ADA:

- PMU International and national Country Project Manager (2 in the first year)
- Administrative and support staff (1 or 2) in the field.
- Training/Capacity Coordinator (1).
- Accountant/Finance Officer (1).
- Expert staff for back-up (hired on a needs basis as identified)

AECID:

- PMU Country Project Manager (2)

IADC:



- PMU Country Project Manager (2)
- Administrative and support staff (2) in the field.

EDF-IDDCA:

- PMU Knowledge management coordinator in Brussels.

5.5.4 If the Parties realise that the staff allocation, including the percentages included in the budget, appear unsuitable to ensure the successful and efficient implementation of the Project, they agree to find timely solution within the framework of the validated budget.

5.5.5 Further experts may be hired on a needs basis identified by the Partners.

5.5.6 The Coordinator's staff assigned to the Project will be based in Madrid and will travel to other destinations as required.

ARTICLE 6. FINANCIAL PROVISIONS**6.1 General Principles****6.1.1 Distribution of Financial Contribution**

The financial contribution of the Contracting Authority to the Project shall be distributed by the Coordinator to the Co-beneficiaries according to the provisions of payment in Article 6.3.

6.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the PA Grant agreement. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Contracting Authority.

6.1.3 Funding Principles

A Party which spends less than its allocated share of the Project Budget (see budget allocation annex II) will be funded in accordance with its actual duly justified eligible costs only. For this purpose, refunding request may be made by the Coordinator to the Party concerned.

A Party shall spend more than its allocated budget (see budget allocation annex II) according to the general conditions article 11.3, and after validation of the Coordinator.

A co-beneficiary may decide a transfer between two budgetary lines, in its country budget if:

- It does not affect the objective of the Project
- It is within a single budgetary heading
- Or it is between two budgetary headings, provided the amount remains below or equal 25% of the original amount entered (not applying to Indirect Costs and Contingency Reserve).

In that case only a written notification has to be made to the Coordinator who informs the Contracting Authority accordingly.

6.1.4 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 and validated by the Contracting Authority upon adapted reports and certification.

6.1.5 Recovery

The Organization reserves the right to request the refunding of costs incurred by the Co-beneficiaries which are considered not eligible costs by the Contracting Authority under PA Grant Agreement.

6.2 Budgeting

The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

6.3. Budget Distribution and Financial Contributions of the Parties

The total accepted costs of the Action are **6.809.696,78 €**.

Each party is going to manage the provisional following amounts (to be confirmed after the inception phase):

Partners	Total budget	Sources of funding		Indirect costs
		Co-financing	Contracting Authority (82,24%), and/or other partners if needed	
FIIAPP	1.814.405,78 €	123.267,07 €	1.691.138,71€	223494,01 €
EDF/IDDC	517.566,00 €	85.795 €	431.771€	24646 €
ADA	1.480.437,00 €	400.000 €	1.080.437€	70497 €
IADC	1.546.524,00 €	350.000 €	1.196.524€	73644 €
AECID	1.450.764,00 €	260.000 €	1.190.764€	69084 €

The modality of calculation and payment will be decided after the inception phase.

AECID final payment will not be higher than the amount of its indirect costs.

6.4 Financial arrangements

Regarding financial arrangements Art 19 of the General Conditions of the Grant Agreement is applicable.

6.4.1 Payments to Parties are the exclusive tasks 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 its tasks diligently in the proper administration of any funds and in maintaining financial accounts;
- undertake to keep the Contracting Authority financial contribution to the Project separated from its normal business accounts, its own assets and property.



6.4.2 Payment Scheme of the Contracting Authority's financial contribution (including the co-financing)

The budget share for each Party is detailed in annex II- Internal budget.

The Parties agree to modify the budget, if considered necessary by all Parties, after the Inception phase. Any modification or amendment shall be mutually agreed and made in writing.

A midterm review of the global budget of the project will take place in order to evaluate whether the budget allocation to the Co-beneficiary shall be increased or not. Any modification should be coherent with the activity plan and decided by consensus. This midterm review does not engage the Coordinator to increase the budget allocation of the Co-beneficiary.

Following the transfer of the Contracting Authority pre-financing, an advance payment, equal to 90% of the Contracting Authority pre-financing scheme (as stipulated in the PA Grant Agreement), will be distributed among the partners, based on the eligible costs justified by each partner for its activities. Concerning the coordination and common activities, eligible costs will be coordinated following the scheme exposed in annex II- internal budget. The Coordinator, will transfer within one month the funds from the Contracting authority.

Any delay by the Coordinator should be clearly mentioned to each co-beneficiary and justified.

The payment scheme agreed in the Grant Agreement with the Contracting Authority is the following:

- 1) Initial pre-financing instalment: EUR 1,102,907 = 19, 69% of the total amount
- 2) Further pre-financing instalments: EUR 3,937,093 following the end of the 1st (May 2018), 2nd (May 2019), and 3rd (May 2020) reporting periods = 70,30% of the total amount
- 3) Forecast balance of the final amount of the contribution: EUR 560,000 = 10% of the total amount

Pre-financing payments may be made only if the part financed by the Contracting Authority of the eligible costs approved is at least equal to the total amount of all the previous payments excluding the last one. Further intermediary payments and payments of the balance shall be made within 45 days of receipt of the payment request by the co-beneficiary.

The internal reporting period corresponds to 12 months implementation. The report is due within 40 days following the end of the reporting period. In exceptional cases, as for example the necessity to request an instalment to the EC, FIIAPP is entitled to request to advance the reporting period within one month (30 calendar days) notice.

Prior to the payment date, the Co-beneficiary must send to the Coordinator

- A request for the payment to cover activities foreseen in the next reporting period less any pre-financing received.

The final payment will be made according to the balance between the costs approved by the Contracting Authority at the end of the Project duration and total amount of advance payment transferred by the Coordinator, within one month from the transfer of funds by the Contracting Authority.



The Co-beneficiary invoices must be in English, Spanish or French in Euro, and computer typed.

All invoices related to this matter will include net amounts free of value added tax (VAT) unless the Party in incurring a cost is unable to reclaim VAT exemption and if allowed by the applicable regulatory provisions of the European Union.

The administrative costs associated to the Project execution will be distributed in the same way:

- Coordinator: 7% of his amount and 2% of the amount of each party.
- Rest of Parties: 5% of its amount.

In case of any discrepancy between the party's share as detailed in the consortium budget and the costs approved by the Contracting Authority, article 6.1.3 applies.

The Coordinator is entitled to withhold any payments due to a Defaulting Party which has been declared to be in breach with the Consortium Agreement by the Steering Committee (Defaulting Party) if this has been decided by the Steering Committee. The Coordination is entitled to recover any payments already paid to a Defaulting Party if this has been decided by the Steering Committee.

Banking and transaction costs incurred in connection with such transfers will be charged to each concerned Party.

ARTICLE 7. DISSEMINATION

7.3 Publication

7.3.1 Dissemination activities

Publications and presentations shall be governed by the procedure of PA Grant agreement subject to the following provisions.

All communication activities should be validated preliminarily by the Coordinator.

Prior notice of any planned publication shall be given to the Coordinator at least 45 days before the publication. Any objection to the planned publication shall be made in writing within 10 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

7.3.3 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.

ARTICLE 8. NON-DISCLOSURE OF INFORMATION

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".

ARTICLE 9. 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 or on the Project. 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.

ARTICLE 10. LANGUAGE

This Consortium Agreement is drawn up in English, in relation to the language of the PA Grant Agreement.

Working language in each country can be English or the local one.

ARTICLE 11. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

Any dispute between the Partners concerning the execution, interpretation or validity of this Agreement will entail mediation prior to any legal proceedings.

Disputes as to the interpretation or application of the provisions of the present agreement shall be settled amicably between the Parties.

Prior to court proceedings, the dispute has to be submitted for conciliation to the European Commission. If no settlement is reached within 120 days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the competent court.

The present Agreement is subject to the law of Spain.

All disputes arising out of the present agreement shall be finally settled in accordance with the Rules of the Courts of Madrid. The language of the proceedings shall be the language in which this agreement is written.

ARTICLE 12. INTELLECTUAL PROPERTY

All reports and data such as reports, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by Parties in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the Parties.

ARTICLE 13. DISCRETION / CONFIDENTIALITY



The Partners and the experts are obliged to refrain from participating in any party-political activities in the beneficiary countries. The Partners and the experts' conduct both in connection with the work and otherwise, must not cause offence to the population or to the public opinion.

All members of the Consortium, respectively, shall treat all correspondence or other documents, as well as circumstances and facts related to the Project as strictly confidential.

ARTICLE 14. MODIFICATION / AMENDMENTS

The Parties agree to renegotiate the terms and conditions of the Consortium Agreement if they appear unsuitable to ensure the successful and efficient implementation of the Project.

Any modifications or amendments to the Consortium Agreement shall be mutually agreed and made in writing.

In the event that either Party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control, it shall be entitled to such extension of time for such performance as may be fair and reasonable in all circumstances, provided that the Contracting Authority has agreed upon.

ARTICLE 15. DOCUMENTS AND VISIBILITY

Unless otherwise agreed with the Contracting Authority, all documents, such as reports, letters, plans, diagrams and calculations sent to the Contracting Authority or to organisations outside this Partnership, will comply with the templates for communication products as indicated in the Communication and Visibility Manual.

Official external communication from the project will bear the names and logos of all parties and will be signed by the Head of the project, the Coordinator.

Parties may use the Project as a reference for their institution, thus promoting the interest thereof.

ARTICLE 16. DECISION MAKING

Relevant managerial decisions concerning the Project, its implementing strategy and the execution of the budget must be decided by mutual agreement between the Parties.

In case there is no agreement in a specific issue, consensus should be reached and actively promoted in the interest of the Project's success through internal consultations among the Steering Committee members.

Done in 6 originals, for all Consortium members.

Annex I: the PA Grant Agreement (special and general conditions) and all its annexes.

Annex II: Provisional Budget and internal budget allocation



SIGNATURES

FIIAPP

Date: 02/01/17

Jaime de Pazos Molins

Secretary General

Signature:



AECID

Date: 11/01/2017

Luis Tejada

Director

Signature: 

IADC:

Date: 18/1/2017

Laura Frigenti

Director

Signature: 

ADA:

Date: 30/02/2017

Dr. Martin Ledolter, LL.M.

Managing Director

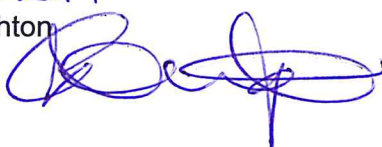
Signature: 

EDF:

Date: 6th feb 2017

Catherine Naughton

Director

Signature: 

IDDC:

Date: 1st Feb 2017

Priscille Geiser

Chair of the Board

Signature: 