



**Consortium agreement concerning the LIFE project No 101074368
„Bringing back the extinct sturgeon into the North-Eastern Baltic Sea”
LIFE21-NAT-EE-LIFE Baltic Sturgeon**

The coordinator

Riigimetsa Majandamise Keskus
Sagadi küla, Haljala vald, 45403 Lääne-Viru maakond, Estonia
Represented by Kristjan Tõnisson
Contact person: Kunnar Klaas

AND

The beneficiaries

Eesti Loodushoiu Keskus
Veski 4, 51005 Tartu, Estonia
Represented by Meelis Tambets
Contact person: Meelis Tambets

Luonnonvarakeskus
Latokartanonkaari 9, 00790 Helsinki, Finland
Represented by Sirpa Thessler
Contact person: Teppo Vehanen

hereinafter jointly referred as the „Parties “, and individually as a „Party “

HAVE AGREED

1. Subject

This consortium agreement („Agreement“) is concluded in relation to the LIFE project „Bringing back the extinct sturgeon into the North-Eastern Baltic Sea”, as described in Grant Agreement LIFE21-NAT-EE-LIFE Baltic Sturgeon, signed on 02.08.2022 („Project“).

The Grant Agreement (and any amendment thereto) signed by the coordinator, the beneficiaries and the European Climate, Infrastructure and Environment Executive Agency (CINEA) („Agency“ or „granting authority“), which includes terms and conditions and the Annexes 1 to 5 to the Grant Agreement („Grant Agreement“), the full project proposal and the other annexes, forms an integral part of this consortium agreement. Unless explicitly stated otherwise, all parts of the Grant Agreement are relevant for and apply to all Parties.

The provisions of the Grant Agreement, including the accession forms stipulating that the beneficiary gives the coordinator the mandate to act on its behalf towards the Agency, shall take precedence over any other agreement between the Parties that may have an effect on the implementation of the Grant Agreement between the coordinator and the Agency.

The **Consortium** consists of three parties: Riigimetsa Majandamise Keskus (coordinator), Luonnonvarakeskus (beneficiary) and Eesti Loodushoiu Keskus (beneficiary).

Article 7 of the Grant Agreement sets out the role and general obligations of the Parties.

The exact role of the Parties signatory to this Agreement follows in detail the Description of the project (Annex 1 of the Grant Agreement).

2. Access to the Europa / Funding and Tenders Portal („Portal“)

Representatives of the Parties have Access to the portal according to their role and authorization in the LIFE Baltic Sturgeon action. The Parties inform the coordinator of changes in roles and authorization in a timely manner.

The coordinator enters the project-related information and reports into the portal.

3. Payment terms and financial responsibilities

The conditions of payments and recoveries are set out in Article 22 of the Grant Agreement.

The Parties shall implement actions according to the estimated total costs in the Budget. The Parties shall contribute their own financial resources to the Project according to the Budget. The coordinator shall distribute to the Parties their share of the EU contribution according to the Budget.

The estimated total costs in the Budget should be regularly reviewed by the coordinator and beneficiaries during the Project. The final settlement will be based on the Agency's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the Project.

Unless requested otherwise in writing by the beneficiary, the coordinator shall make all payments to the bank account of the beneficiaries (Annex 1):

The payment scheme between the coordinator and the associated beneficiary follows the payments made by the Agency to the coordinator within one month from receipt of the pre-financing / final payment.

The coordinator and the beneficiary agree that all payments are considered as pre-financing

payments until the Agency has approved the final technical and financial reports and has transferred the final payment to the coordinator. The coordinator shall transfer the share of the final payment to the beneficiary after the Agency has made the final payment.

The coordinator may recover any amounts which have been unduly paid to the beneficiary, including unduly paid amounts identified as such during an ex-post audit by the Agency.

4. Rights and obligations related to background and results

The intellectual property rights, access rights to background and rights of use are set out in Article 16 of the Grant Agreement.

For the purposes of this Agreement „Background Material“ means any substances, materials, equipment, methods, data, inventions, photographs, literary and art works, information, pictures, maps, documents, databases, computer programs or any other material whatsoever, as well as any related Intellectual Property Rights generated outside the Project, regardless of whether they are or can be protected by Intellectual Property Rights.

For the purposes of this Agreement „Result Material“ means any substances, materials, equipment, methods, designs, data, inventions, photographs, literary and art works, information, pictures, maps, documents, databases, computer programs or any other material whatsoever, as well as the related Intellectual Property Rights generated in the course of fulfilling this agreement, regardless of whether they are or can be protected by Intellectual Property Rights.

Background Material shall not be considered to be the Result Material of the project in any case.

Background Material shall belong to the disclosing party. The Parties undertake to grant each other non-exclusive access rights to such Background Material that is needed for the execution of a Party's obligations in the project. Access rights to the Background Material are granted for the duration of the project. The Parties are entitled to use the Background Material of the other party only for carrying out the tasks of the project.

This agreement has no effect on the ownership of the Background Material and the related Intellectual Property Rights nor any other rights related to them. The Parties may give Background Material for other Parties to use. In such a case, the Party receiving the Background Material has the right to use it only for the purpose of carrying out tasks pursuant to the project plan of this Project.

Results are owned by the Party that generates them. The Results that have been generated in collaboration shall be jointly owned by the parties whose actions in the Project has led to the generation, invention or creation of the said Results. The provisions of the joint ownership shall be agreed separately between the joint owners. In case the provisions of the joint ownership have not been separately agreed upon, each of the joint owners have equal rights to the Results.

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.



Access rights to Results for internal research and for teaching activities shall be granted on a royalty-free basis.

5. Settlement of internal disputes

This Agreement shall be governed by and construed in accordance with the laws of Estonia, excluding its choice of law provisions.

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 Tallinn 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 in any applicable competent court.

6. Liability, indemnification and confidentiality

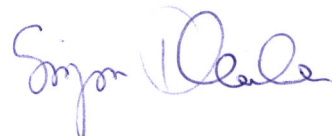

In supplying any information or material to the other Parties each Party undertakes to use all reasonable endeavours to ensure its accuracy and in the event of errors promptly notify the other Parties thereof. The Party supplying the information or material shall not be liable for such information or material and no warranty, condition or representation of any kind, express or implied, shall be made with respect to sufficiency, accuracy, fitness for particular purpose or non-infringement thereof. The receiving Party shall be solely liable for the use of such information or materials.

Each Party shall be solely liable for any loss, damage or injury to third parties incurred Under this Agreement or otherwise in connection with this Agreement and hold the other Parties harmless from any claims of such third parties.

Each Party is liable towards the other Parties for any direct damage it has caused by a breach of this Partnership Agreement. The Parties liability towards each other shall be restricted to each Party's share of the total budget. The Parties shall not be liable for any indirect or consequential damages for any breach hereunder. For the avoidance of doubt, if a Party fails to implement its part of the project and other Parties become responsible for implementing the part – causing financial burden to the other Parties – the other Parties can demand financial compensation from the breaching Party.

Compensation for damages against the party shall be claimed without delay and no later than within six (6) months after the damage has incurred or the injured party has become aware of the damage. However, all the claims shall be made at the latest one year after the Project termination.

No Party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided that such failure to perform shall be caused by force majeure. The coordinator and the other Parties shall be informed of force majeure without delay.



During the implementation of the Project and for five years after the payment of the balance, the Parties must treat with confidentiality any Confidential information. All information in whatever form or mode of communication, 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" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Parties may only use Confidential information for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other Party.

The confidentiality obligations do not apply if:

- (a) the disclosing Party agrees to release the receiving Party from those obligations;
- (b) the Confidential information becomes public through other means than a breach of the confidentiality obligations;
- (c) the Confidential Information, at any time, was developed by the recipient completely independently of any such disclosure by the disclosing Party
- (d) the Confidential Information was already known to the Recipient prior to disclosure, or
- (e) the disclosure of the Confidential Information or documents is required by law or a court or administrative order.
- (d) the Agency shares Confidential information with the European Commission.

A Party's employees involved in the Project shall have the right to use the professional skills and experience acquired during the Project also outside the Project.

7. Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.


In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any processing or data sharing takes place.

8. Entry into force

This Agreement shall come into force as of the latest date of signatures by the Parties and shall continue in full force and effect until terminated or until all obligations for carrying out the Project according to this Agreement have been completely fulfilled.

9. Miscellaneous

A party has no right to transfer this agreement or part of it to a third party.



Amendments and modifications to this agreement require a separate written agreement to be signed between all Parties.

SIGNATURES

This Agreement is hand signed.

The Parties assure that the signers of the Agreement have the authority to sign for the organisation they represent.

For the coordinator



Kristjan Tõnisson, Member of the Management Board
Riigimetsa Majandamise Keskus
Date:

For the beneficiaries



Meelis Tambets, Member of the Management Board
Eesti Loodushoiu Keskus
Date:



Sirpa Thessler, Vice President
Luonnonvarakeskus
Date:

ANNEX 1 Banking information of the Eesti Loodushoiu Keskus and Luonnonvarakeskus



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/privacy_statement_en.pdf

By submitting this form, you acknowledge that you have been informed about the processing of your personal data by the European Commission for accounting and contractual purposes.

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②	LUONNONVARAKESKUS		
IBAN/ACCOUNT NUMBER ③	FI63 8129 9710 0109 84		
CURRENCY	EUR		
BIC/SWIFT CODE	DABAFIHH	BRANCH CODE ④	
BANK NAME	DANSKE BANK A/S, FINLAND BRANCH		
ADDRESS OF BANK BRANCH			
STREET & NUMBER	TELEVISIOKATU 1		
	P.O.BOX 1243		
TOWN/CITY	DANSKE BANK	POSTCODE	FI-00075
COUNTRY	FINLAND		

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	LUONNONVARAKESKUS / NATURAL RESOURCES INSTITUTE FINLAND		
STREET & NUMBER	LATOKARTANONKAARI 9		
TOWN/CITY	HELSINKI	POSTCODE	FI-00790
COUNTRY	FINLAND		

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤



Riitta Heinonen

DATE (Obligatory)

3.6.2022

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

[Signature]

① Enter the final bank data and not the data of the intermediary bank.

② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established

④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.

⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

[Signature]

[Signature]

[Signature]

BANKING DETAILS

Legal name of beneficiary MTÜ Eesti Loodushoiu Keskus

Address Veski 4, 51005 Tartu, ESTONIA

Banking details:	Name and address of the bank *)	Swedbank AS Liivalaia 8, 15040 Tallinn ESTONIA SWIFT/BIC: HBAEE2X
	IBAN / account n°	EE742200221014933324
	Bank account holder	Eesti Loodushoiu Keskus
	Payment reference (if necessary)	

Legal/statutory representative	
Name:	Meelis Tambets
Title:	Mr
Function:	Member of the board
Date:	8.09.2022
Signature:	