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URBROJ: 2170-137-01-24-276
Rijeka, 15. listopada 2024.

Na temelju članka 34. Statuta Sveučilišta u Rijeci (KLASA: 030-01/23-01/05, URBROJ: 2170-137-01-23-2 od 02. listopada 2023. godine) Senat Sveučilišta u Rijeci na svojoj 99. sjednici održanoj dana 15. listopada 2024. godine donosi sljedeću

ODLUKU

I.

Senat daje suglasnost rektorici prof. dr. sc. Snježani Prijić-Samaržija za potpisivanje YUFE 2030 Consortium Agreement "Young Universities for the Future of Europe (YUFE) Alliance 2030" koji čini sastavni dio ove Odluke.

II.

Ova Odluka stupa na snagu danom donošenja.



REKTORICA
prof. dr. sc. Snježana Prijić-Samaržija

DOSTAVITI:

1. YUFE institucijskom koordinatorskom,
2. Pismohrani.

CONSORTIUM AGREEMENT

“Young Universities for the Future of Europe (YUFE) Alliance 2030”

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

Participant Nº.	Participant name
1	Maastricht University having its registered address at Minderbroedersberg 4-6, 6211 LK Maastricht, The Netherlands, herein legally represented by its President Prof. Rianne Letschert;
2	University of Bremen having its registered office at Bibliothekstraße 1, 28359 Bremen, Germany, herein legally represented by its President Prof. Jutta Günther;
3	Universidad Carlos III De Madrid having its registered office at Calle Madrid 126. 28903 Getaffe (Madrid), Spain, herein legally represented by its Rector Prof. Ángel Arias Hernández;
4	University of Eastern Finland having its registered office at Yliopistonranta 1E, FIN-70210 Kuopio, Finland, herein legally represented by its Academic Rector Prof. Tapio Määttä;
5	Universiteit Antwerpen, further University of Antwerp having its registered office at Prinsstraat 13, 2000 Antwerp, Belgium, herein legally represented by its Rector Prof. Herwig Leirs;
6	University of Cyprus having its registered office at 1 University Avenue, 2109 Nicosia, Cyprus, herein legally represented by its Rector Prof. Tasos Christofides;
7	University of Rijeka having its registered office at Trg braće Mažuranića 10, 51000 Rijeka, Croatia herein legally represented by its Rector Prof. Snježana Prijić-Samaržija;
8	Nicolaus Copernicus University in Toruń having its registered office at Gagarina 11, 87-100 Toruń, Poland herein legally represented by its Rector Prof. Andrzej Tretyn;
9	Université Paris III Sorbonne Nouvelle having registered offices at 17, rue de la Sorbonne 75005 Paris, France, herein legally represented by its President Prof. Daniel Mouchard;
10	YUFE AISBL having registered offices at Avenue des Arts 47, 1000 Brussels, Belgium, herein legally represented by its Secretary General Maria-Valerie Schegk;
11	University of Essex having its registered office at Wivenhoe Park, Colchester CO4 3SQ, United Kingdom, herein legally represented by its Vice-Chancellor Prof. Maria Fasli;

12	Adecco Group France having its registered office at: The Adecco Group France, 2 Rue Henri Legay ,69100 Villeurbanne, France herein legally represented by its Président France Marc Gomes;
13	Educational testing Service (ETS) Global having its registered office at Strawinskylaan 929, 1077 XX Amsterdam, The Netherlands herein legally represented by its VP International Development ETS EMEA David Hand;

The abovementioned participants 1-13 shall hereinafter individually be referred to as a "Party" and collectively as the "Parties".

In order to comply with certain conditions of the Grant for the YUFE 2030 Project Phase (as defined below), in several clauses of this Consortium Agreement Parties 1- 10 shall be referred to as a "Beneficiary" and collectively as the "Beneficiaries", and Parties 11, 12 and 13 as an "Associated Partner" and collectively as the "Associated Partners".

WHEREAS:

- The Parties, each having considerable experience in the field of academic or higher education, educational testing and assessment and/or the world-of-work and entrepreneurship, and recognising their collective strength, knowledge and expertise, aspire to establish the YUFE Alliance;
- The Parties 1 - 8 have signed the Grant Agreement on 9 November 2022 with the European Education and Culture Executive Agency (EACEA) ("Granting Authority"), under the powers delegated by the European Commission for the Project Phase starting from 1 December 2022 for a period of 48 months ending therefore 30 November 2026;
- Party 9 has signed an accession form to the Grant Agreement to become a Beneficiary to the Grant according to clause 40.2 Grant Agreement on 14 April 2023;
- The Grant of EUR 14,400,000 is according to the Grant Agreement awarded to Parties 1 – 9 as Beneficiaries;
- The YUFE Alliance is moving towards a federation-like structure and Parties therefore have established the YUFE AISBL on 09 July 2024 as a non-profit association in Brussels serving the objectives of the YUFE Alliance and the YUFE Vision 2030. The YUFE AISBL will host the Central Office and is headed by the YSG;
- It is intended that YUFE AISBL will sign an accession form to the Grant Agreement to become a Beneficiary to the Grant according to clause 40.2 Grant Agreement;
- Considering the above Parties wish to enter into this Consortium Agreement to determine the rights and obligations of the Parties in respect of the Collaboration in the YUFE Alliance;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

Words beginning with a capital letter shall have the meaning defined either in this Article 1, or in any other Article of this Consortium Agreement, or (where applicable to the Grant

for the Beneficiaries only) in the Grant Agreement.

Access Rights: licenses or user rights to Background or Results;

Additional Activity: specific activities falling within the scope and purpose of the Collaboration but not within the scope of the WP 's, using the YUFE name and/or logo and/or affiliation, (i) for which additional (in cash or in kind) funding (whether external or by one or more Parties) is required, or (ii) in which third parties are involved, or (iii) in which two or more Parties are involved, but for which activities the terms and conditions of this CA are insufficient; from Additional Activity is excluded for example the use of the YUFE name and/or logo and/or affiliation by a Party for applications on a national level or for a national lobby in order to obtain funds for the financing of internal costs such as administrative or organizational costs or travel costs or an activity to enhance or strengthen the visibility of YUFE Alliance locally;

Additional Agreement: specific agreement regarding the execution of an Additional Activity;

Affiliates: any company, corporation or other entity which: (i) is Controlled by a Party; or (ii) Controls a Party; or (iii) is under common Control with a Party. For this purpose 'Control' means that more than fifty percent (50%) of the controlled entity's shares or ownership interests representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

Agreement: this Consortium Agreement;

Annex: an appendix to this CA, which forms an integral part thereof;

Annual Business Cycle: a yearly plan translating the objectives of the YUFE Vision 2030 into concrete goals, results and activities for the upcoming year, including the necessary budget;

Annual Report: a yearly report giving account for the extent to which the concrete goals, results and activities (including budget) as described in the Annual Business Cycle for the preceding year have been achieved;

Article: an article in this Agreement;

Associated Partner: solely for the purpose of the Grant, the Parties 11, 12 and 13, contributing to the implementation of specific tasks/activities or support the dissemination and sustainability of the YUFE 2030 Project Phase, but not being a signatory to the Grant Agreement and not being entitled to benefit directly from the Grant;

Background: all data, know-how, knowledge, techniques, methods, materials, models, discoveries, designs, software, trade secrets and other information, which is held by a Party before the commencement of the Collaboration and/or created outside the scope of the Collaboration, whether or not protected or protectable by IPR;

Collaboration: the Parties' collaboration in the YUFE Alliance, as first described in the Project Description, to be further developed and/or specified in the Strategic and Annual Business Cycles;

Consortium Agreement (CA): the underlying consortium agreement, including its Annexes;

Dissemination and Communication plan: this plan, established according to Article 8.2, aims to describe the actions that will ensure not only an efficient transfer of knowledge among members, for their mutual benefit, but also the dissemination of the work done and its sustained exploitation after the end of the Agreement;

Grant: the grant for the YUFE 2030 Project Phase of EUR 14,400,000 awarded under the Grant Agreement by the Granting Authority;

Grant Agreement (GA): the grant agreement signed 9 November 2022 with project number 101089770 between the Parties 1 - 8 and the Granting Authority, setting the conditions for the Grant to be awarded, as appended in [Annex 1](#);

Granting Authority: the body awarding the Grant, in this case the European Education and Culture Executive Agency (EACEA) under the powers delegated by the European Commission;

Force Majeure: any unforeseeable, exceptional situation or event beyond the control of the Parties that prevents either of them from fulfilling any of their obligations under the CA, which is not attributable to error or negligence on their part or on the part of the third parties for which they are legally responsible and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as force majeure: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of force majeure;

Funding Strategy: this strategy outlines how the YUFE Alliance plans to achieve goals that create financial, societal and environmental sustainability;

Intellectual Property Rights (IPR): patents, trademarks, copyrights, rights to extract information from a database, design rights and all rights or forms of protection of a similar nature or having similar effect to any of them which may exist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them;

Project Description: the first description of the Collaboration, as appended as annex 1 to the Grant Agreement;

Results: all information, data, know-how, knowledge, techniques, methods, models, discoveries, designs, software and other results, created during and in the framework of the execution of the Collaboration, whether or not protected or protectable by IPR;

YUFE AISBL/Central Office: The YUFE AISBL is a non-profit association established in Brussels on serving the objectives of the YUFE Alliance and the YUFE Vision 2030. The YUFE AISBL hosts the Central Office and is headed by the YSG, as described in Article 5.4;

YUFE Alliance: the Young Universities for the Future of Europe (YUFE) European University Alliance in order to become the leading model of a young, student- centred, non- elitist, open and inclusive European University based on the cooperation between higher education institutions, public and private sector and citizens consisting of the Beneficiaries and the Associated Partners;

YUFE 2030 Budget: the total budget for the YUFE Alliance including the Grant as established in the YSC on [DATE] and attached as [Annex 2](#);

YUFE Conflict Resolution Mechanism (YCRM): the mechanism that shall identify proposals for solution in case decisions or disputes between Parties cannot be settled by the YSC, as described in Article 5.6;

YUFE 2030 Coordinator: the Party responsible for the coordination of the YUFE 2030 Project Phase in relation to the Grant and the Granting Authority, being Maastricht University;

YUFE Executive Committee (YEC): body responsible for the implementation of the YUFE Vision 2030 and ensuring oversight and effective delivery of all YUFE commitments

for the Parties and decision-making in relation to all operational matters within the YUFE Alliance, as described in article 5.2;

YUFE Institutional Coordinator (YIC): the coordinator of each Party that is also a member of the YEC;

YUFE 2030 Project Budget: the budget available for the current Project Phase, including the Grant and the necessary 20% funding by the Parties, as specified in the Project Description and Grant Agreement;

YUFE Project Officer (YPO): the person supporting the YSG in the implementation of the YUFE Alliance strategy, as described in article 5.3.4;

YUFE 2030 Project Phase: the project phase of the Collaboration, specified in the Project Description as submitted to the Granting Authority in order to obtain the Grant;

YUFE Secretary General (YSG): the person appointed as the Secretary General of the Collaboration, heading the YUFE AISBL/Central Office and with the role and tasks as described in article 5.3;

YUFE Strategic Council (YSC): the supreme governing body and highest decision-making authority of the YUFE Alliance and of YUFE AISBL, as described in article 5.1;

YUFE Student Forum (YSF): a student advisory body for the Collaboration, as described in article 5.4;

YUFE Vision 2030: a multi-year strategic vision of the YUFE Alliance established by the Strategic Council on 22 March 2023 describing the strategic goals of the Collaboration, which forms the basis for the Annual Business Cycles;

Work Package (WP): demarcated part of the YUFE 2030 Project Phase regarding specific activities, described as a work package in the Project Description;

Work Package Lead (WPL): the Party responsible for the coordination of a specific Work Package.

Article 2: Purpose

The purpose of this Agreement is to specify, with respect to the Collaboration, to define the organization and management of the Collaboration, the work between the Parties, the rights and obligations of the Parties, including, but not limited to, their contribution, liability and indemnification, and to set out any other rights and obligations of the Parties related to the Collaboration. This Agreement also contains some clauses that apply only for the duration of the Grant Agreement applicable to the YUFE 2030 Project Phase, in order to be able to comply with the conditions of the Grant Agreement.

Article 3: General responsibilities of the Parties

- 3.1 Each Party undertakes to take part in the efficient implementation of the Collaboration, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Agreement as may be reasonably required and in a manner of good faith as prescribed by applicable laws and regulations.
- 3.2 Each Party undertakes to promptly notify the YSG of any significant information, fact, problem or delay likely to affect the Collaboration.
- 3.3 Each Party shall promptly provide all information reasonably required by the YSG

to carry out its tasks under this CA.

- 3.4 A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliates) in the Collaboration remains solely responsible for carrying out its relevant part of the Collaboration and for such third party's compliance with the provisions of this Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Agreement and the Grant Agreement.
- 3.5 Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

Article 4: Additional Activities

- 4.1 Additional Activities may consist of (but are not limited to): applying for a grant by one or more Parties, collaborations between two or more Parties (e.g. on aligning their educational activities), collaborations between one or more Parties and third parties, services performed between Parties or services performed by one or more Parties for third parties and vice versa, secondment of staff and student internships, agreements regarding student mobility.
- 4.2 Additional Agreements to regulate activities under Article 4.1. may consist of (but are not limited to): grant agreements, collaboration agreements, secondment agreements, internship agreements, service agreements, consultancy agreements and inter-institutional agreements.
- 4.3 Additional Activities may only be executed after having obtained prior approval of the YSC, whose approval shall be given by email after a decision is taken on the subject in the next upcoming YSC meeting if the date the request for approval has been received by the YSC is at least two weeks before this meeting. In case of urgency the president of the YSC can deviate from this procedure after consulting the YSG. The YSC will send an acknowledgement of receipt within two (2) days of such request. If the acknowledgement of receipt is not given, the Party that sent the request will contact the Chair of the YSC for verification. The YSC may consult the WPL for advice in order to get insight in the possible impact on the Collaboration, the YUFE strategy and the YUFE Alliance in the future.

A Party shall inform the YSG and the YSC on a yearly basis of any activities falling under the definition of Additional Activities.

Approval of the Annual Business Cycle constitutes approval of an Additional Activity in as far as such Additional Activity was specified in that Annual Business Cycle. The YSC may compile a list of generic Additional Activities for which (conditional) prior approval may be considered to have been given.

- 4.4 Additional Activities between Parties not pursued in accordance with the Article 4.3. may not be executed using the YUFE name, logo or affiliation.
- 4.5 For Additional Activities not specifically covered by the terms and conditions of this Agreement, and/or involving third parties, the Party/Parties concerned shall enter into an Additional Agreement, where required.
- 4.6 The terms and conditions of Additional Agreements may not conflict with those of this Agreement.

Article 5: Governance structure

The governance structure of the YUFE Alliance includes the following governance bodies and mechanisms as :

1. YUFE Strategic Council ([Annex 3](#))
2. YUFE Executive Committee ([Annex 4](#))
3. YUFE Secretary General
4. YUFE Central Office ([Annex 5](#))
5. YUFE Student Forum ([Annex 6](#))
6. YUFE Conflict Resolution Mechanism ([Annex 7](#))

All Parties are bound by these Annexes being part of this Agreement. The YUFE Central Office is operated by YUFE AISBL. The bylaws of YUFE AISBL are attached as [Annex 8](#). The governance of YUFE AISBL is further elaborated in Article 5.4. A YUFE organigram of the governance bodies of the YUFE Alliance is attached as [Annex 9](#). A YUFE organigram of YUFE AISBL is attached as [Annex 10](#).

5.1 YUFE Strategic Council

The YUFE Strategic Council is regulated in Annex 3. Some aspects like the composition and the tasks are mentioned hereafter in this Agreement.

5.1.1 Role & composition

- a) The YUFE Strategic Council ("**YSC**") is the supreme governing body and highest decision-making authority of the YUFE Alliance and shall act in a way that promotes the Alliance's interests. The YSC's functions are to:
 1. be the YUFE Alliance's highest decision-making body on all matters relating to the strategic direction and actions of the YUFE Alliance;
 2. decide the strategic objectives and high-level budgetary issues of the Alliance and therefor enable, empower and legitimize all of the other YUFE governance bodies; and,
 3. strengthen the profile and maximize the impact of the YUFE Alliance including strategic communication and lobbying at European, national and regional leadership level.
- b) The YSC is composed of the following members with will each have one vote ("**YSC Members**"):
 1. one representative of each of the Beneficiaries. This representative has to be the rector/president/vice-chancellor of the Beneficiary;
 2. the elected president and vice-president of the YSF; and
 3. one representative of each of the Associated Partners.
- c) The YSC also comprises the following member without voting rights but with an advisory capacity:
 1. the YSG;
 2. the co-chair of the YEC;
- d) Each YSC Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 5.1.2 below.
- e) The membership of the YSC can be extended through a decision of the YSC covering both ex-officio and other members without voting rights.
- f) The YSC Members shall elect from among its members a president from one of the Universities who will be chair of the YSC. The YSC elects a president for a two-year period starting 1 September, in accordance with regulations defined in Annex 3.

- g) The YSC will in accordance with regulations defined in Annex 3, elect two vice-presidents for :
1. one vice-president will be the elected president of the YSF who will also co-chair the YSC for a two-year period;
 2. one vice-president from among the Universities a two-year period starting 1 September.
- h) Each member of the YSC is member *ex qualitate quo* as mentioned in Annex 3 and will automatically resign if he or she loses his or her quality as mentioned in Annex 3.
- i) The procedure of election of the president and vice-presidents and of their resignation is regulated in Annex 3.

5.1.2 Tasks

I. Regarding the Collaboration:

- a) The YSC has the following tasks and responsibilities:
1. the ultimate responsibility for the affairs of the YUFE Alliance, including planning, monitoring and control;
 2. to determine the strategic direction of the YUFE Alliance;
 3. to ensure the effective management and control of the YUFE Alliance's affairs, property and finances;
 4. to determine the structure, staffing and overall composition of the YUFE Alliance, including the membership of the YUFE Alliance whether as Beneficiary or Associate Partner or any other form of association;
 5. to determine the role and responsibilities of the YSG and other YUFE AISBL/Central Office staff;
 6. to delegate authority or specific actions to sub-committees/groups, with ultimate responsibility remaining with the YSC;
 7. to directly oversee the YUFE AISBL/Central Office, with the YSG being accountable to the YSC;
 8. to make changes to the YUFE 2030 Project Phase (including the YUFE 2030 Project Budget) and the YUFE 2030 Coordinator subject to approval of the Granting Authority;
 9. to make changes to the Strategic and Annual Business Cycles;
 10. to propose changes of the Agreement;
 11. to decide on suspension of all or part of the Collaboration, and as long as applicable for the Grant regarding a suspension during the YUFE 2030 Project Phase) submitting a proposal to the Granting Authority;
 12. to decide on termination of the Collaboration and the Agreement subject to approval of the Granting Authority during the YUFE 2030 Project Phase;
 13. to represent the YUFE Alliance in a non-binding way.
- b) The YSC may amend its powers and responsibilities by unanimity of vote in the YSC. If unanimity is not obtained, a resolution will be sought through the YCRM if considered necessary.
- c) The YSC is not entitled to act or to make legally binding declarations on behalf of a Party or several Parties.

II. Monitoring and supervision:

1. to supervise the YEC;
2. to monitor compliance with plans, regulations, codes and policies as determined by the YSC;

III. Parties entering or withdrawing:

1. the accession of a new party to the Collaboration and to the Agreement and the conditions therefor;

2. the approval of the settlement on the conditions of the withdrawal of a Party from the Collaboration;

IV. Regarding breach:

1. the identification of a breach by a Party of its obligations under this Agreement;
2. the declaration of a Party to be in default;
3. Remedies to be performed by a Party in default;
4. Termination of a defaulting Party's participation in the consortium and measures relating thereto;

V. Approvals:

- a) Approving the IPR- policy (as described in Article 6.2);
- b) Approving the Dissemination & Communication plan (as described in Article 7.2);
- c) Approving the YUFE Vision 2030;
- d) Approving the Annual Business Cycle;
- e) Approving the Annual Reports and the Final Report, including eventual financial redistribution (as described in Article 6.6);
- f) Approving regulations for the Ancillary and/or Advisory Bodies as proposed by the YEC;
- g) Approving the Funding Strategy (as described in Article 5.2.2, subsection e);
- h) Approving Additional Activities;
- i) Approving the YUFE Student Forum Governance Code.

5.1.3 Meetings

- a) The YSC will focus on strategic matters, delegating other decisions relating to the operational management of the YUFE Alliance to the YEC, which will report to the YSC.
- b) Ordinary meetings of the YSC will be held at least five times per year. At least two of these meetings per year will be in person, while other meetings can be virtual / online. Special meetings can be called either at the discretion of the President of the YSC or by the President in response to a formal written request by two YSC Members of the YSC.
- c) Decisions can only be taken by the YSC if at least 4/5ths of YSC Members are present (physically or virtually) or represented according to Annex 3, rounded up to a whole number. In the absence of the quorum no decisions can validly be taken. In such a case, the chair of the YSC can in case a decision is needed and cannot wait for the next scheduled meeting, appoint a date, time and place at which a new meeting shall be convened. Normally at least five working days' notice of the calling of the meeting shall be given.
- d) The president of YSC will chair the meetings. Should the president of YSC not be able to chair a meeting of the YSC then both vice-presidents of the YSC will do so jointly. If these are not available to chair, the president will nominate a representative from the Universities and/or a student representative to chair the meeting.
- e) YUFE AISBL/Central Office will designate a secretary to provide the professional services support for the preparations of documents, minute taking and logistical arrangements. The secretary shall follow the rules and regulations on agenda setting and business for meetings as defined in Annex 3.

- f) Guests/Observers/Speakers can be invited by the chair of the YSC, to attend meetings either for specific items or for the whole meeting depending on the purpose of their attendance. They will not have voting rights.
- g) Conflicts of Interest. Should a YSC Member have a conflict of interest, this should be declared to the chair and secretary to the YSC prior to any discussions taking place who will recommend necessary actions to be taken.
- h) Urgent action. Whether specifically empowered by the YSC to do so or not, the president, following consultation with both vice-presidents and the YSG, shall have the power, in cases of urgency, to take action on behalf of the YSC, provided that report of any such action is made at the next meeting of the YSC. If the normal submission deadline has passed, the president, following consultation with both vice-presidents and the YSG, may add an urgent issue to the agenda on an exceptional basis so as to use the opportunity of the meeting for the issue to be resolved.
- i) Institutional autonomy and flexibility in adapting to local contexts. Some flexibility is permitted for the Universities to set different priorities in implementing YUFE activities and in formulating YUFE priorities in institutional terms so as to allow individual Parties to adapt the joint YUFE outputs and offerings to their local contexts and within national regulatory constraints and thereby optimise their impact. Any significant national constraints related to implementing a proposal will be indicated in any paper to be considered at a YSC meeting so that they can be taken into account before a decision is taken.
- j) Confidentiality. The YSC will approve a classification system for documents considered by the YSC and other committees and groups and this will be prepared by the YSG for approval by the YSC.

5.1.4 Decision making

- a) At meetings of the YSC, decisions will be taken by consensus wherever possible. If, in exceptional circumstances, having sought to establish whether there is agreement for a proposal, the chair feels a vote is necessary, or a member of the YSC asks for a vote, a matter shall be determined by the majority of the members represented and voting on the matter taking into account the quorum of Article 5.1.3 sub c. In the case of equality of votes the chair shall have the casting vote. The voting rights of all YSC Members, including the Associated Partners and YSF representatives are the same regardless of the topic addressed.
- b) Draft minutes will be circulated within 15 working days of the meeting having taken place, and YSC Members will have 15 working days to respond with any comments or proposed amendments to the wording so that minutes can be approved in principle by the chair and circulated. Once approved in principle, minutes will be circulated to YSC Members and to members of the YEC. YICs are responsible for appropriate dissemination within their institutions. Final minutes will be formally approved at the subsequent meeting and, if, exceptionally, any changes are made, and final minutes will be recirculated.
- c) Ensuring implementation. The secretary to the YSC will have responsibility for creating an action log to ensure effective follow-up of decision-making and the action log should be updated for each YSC meeting. The YSG will support this process through the YUFE AISBL/Central Office.

5.2 YUFE Executive Committee:

The YUFE Executive Committee is regulated in Annex 4. Some aspects like the composition and the tasks are mentioned hereafter in this Agreement.

5.2.1 Role and composition

- a) The YUFE Executive Committee ("**YEC**") is responsible for the implementation of the YUFE Vision 2030 and decisions of the YSC ensuring oversight and effective delivery of all YUFE commitments and decision-making in relation to all operational matters within the YUFE Alliance.
- b) The YEC is composed of:
 1. the YSG;
 2. the YIC of each Beneficiary who has been identified according to their university's processes taking into account Annex 4;
 3. two members of the YSF, one of which is the secretary and another is appointed by the YSF from amongst its members; and
 4. one representative from each of the Associated Partners.
- c) The YEC might invite others to attend meetings to present and discuss a certain agenda item on ad-hoc basis as necessary depending on the topics being discussed: working group/task force leaders, YUFE project managers/coordinators, and other YUFE internal or external experts as required.
- d) Agendas will be shared by the YSG at least 10 working days in advance of meetings and, in addition to attending to present and discuss specific agenda items, working group/task force leaders may also attend if there is an item on the agenda that they would like to attend for even if they are not directly involved in its presentation. In that case, they should indicate their wish to participate to the secretary of the YEC at least two working days before the meeting.
- e) The YEC is chaired by the YSG who is also the direct link to the YSC and who will attend YSC meetings in an advisory capacity/as an ex-officio member without voting rights.
- f) A co-chair will be elected from among the Universities members of the YEC and serve for a maximum of one year to allow for rotation of members and will attend the YSC meetings in an advisory capacity/as an ex-officio member without voting rights.
- g) One of the YSF representatives (president/vice-president/secretary) elected by the YSF is to be the second co-chair.

5.2.2. Tasks

The YEC's mandate is to:

1. Focus on all operational matters required to ensure delivery of YUFE strategic objectives as agreed by the YSC;
2. Be responsible for the implementation and operationalization of the YUFE Vision 2030, with decision-making power for the operational matters required to ensure delivery of YUFE aims and commitments;
3. Propose agenda items for the YSC meetings and support the decision making of the YSC and implementation of agreed actions;
4. Work with the YUFE AISBL/Central Office, ensure coherence and synergies between YUFE projects, activities and working groups/task forces;
5. Ensure coordination within the Beneficiaries to ensure that institutional processes align in so far as possible and enable implementation of YUFE commitments;

6. Analyse financial implications of YUFE strategies;
7. Monitor progress in relation to implementation of all agreed actions;
8. Signal to the YSG and the president of YUFE/chair of the YSC any operational challenges that might have strategic or financial implications and that might require escalation to and consideration by the YSC.

5.2.3 Meetings

- a) Frequency of meetings.
 1. YEC meetings will take place monthly (or more frequently upon demand), to ensure optimal implementation and sufficient time for operational decisions.
 2. Regular (once a quarter) meetings will also take place with the leads of relevant YUFE WPs, working groups and project coordinators to ensure information flow, sharing of experiences and open discussions between YICs, WPLs and project coordinators.
 3. The meetings shall be held as videoconferences.
- b) Decisions can only be taken by the YEC if at least 4/5ths of its members are present (physically or virtually) or represented according to Annex 4, rounded up to a whole number. In the absence of a quorum, whilst discussions can take place, no decisions can be taken. In such a case, the chair of the YEC can in case a decision is needed and cannot wait for the next scheduled meeting, appoint a date, time and place at which a new meeting shall be convened. Normally at least five working days' notice of the calling of the meeting shall be given. The proceedings of the YEC shall not be invalidated by any vacancy in its number or by any defect in the appointment or qualification of the members.
- c) Chairing arrangements. The YSG will chair meetings. Should the YSG not be able to chair a meeting, then both co-chairs will do so jointly. If they are not available to chair, the YSG will nominate a representative from the Beneficiaries.
- d) Secretary to the YEC. A member of the YUFE AISBL/Central Office will provide the professional services support for the preparations of documents, minute taking and logistical arrangements. The secretary shall follow the rules and regulations on agenda setting, business for meetings and conduct of meetings as defined in Annex 4.
- e) Guests/observers/speakers can be invited by the YSG to attend meetings either for specific items or for the whole meeting depending on the purpose of their attendance, and do not have voting rights.
- f) All documents other than work directly commissioned by the YSC will normally be recommended to the YSC by the YEC.
- g) Conflicts of Interest. Should a member of the YEC have a conflict of interest, this should be declared to the chair and secretary to the YEC prior to any discussions taking place who will recommend necessary actions to be taken.

5.2.4 Decision making

- a) At meetings of the YEC, decisions will be taken by consensus wherever possible. If in exceptional circumstances the chair feels a vote is necessary, or a member of the YEC asks for a vote, a matter shall be determined by the majority of the members present and voting on the matter taking into account the quorum of 5.2.3. sub b. In case of equality of votes the chair shall have the casting vote. The voting rights of all members, including the Associated Partners and YSF representatives are the same regardless of the topic addressed.

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- b) Following a vote, YEC members have the right to request that the issue is escalated to the YSC before the decision takes effect. In these very exceptional cases, this will be recorded in the minutes and the member/s wishing to escalate the matter will prepare a proposal for the YSC and the YSC will be asked to take the final decision on the issue.
 - c) Voting members.
 - 1. The YSG
 - 2. The YICs (one vote for each University, including Associated Partner Essex)
 - 3. Both elected members of the YSF
 - 4. Representatives of the YUFE non-University Associated Partners (excluding Associated Partner Essex).
 - d) When recommendations for YSC decisions are prepared, minority opinions should be heard and communicated to the YSC through the YSG.
 - e) Ensuring implementation. The secretary to the YEC will have responsibility for creating an action log to ensure effective follow-up of decision making and the action log should be updated for each meeting. This process will be supported through the YUFE AISBL/Central Office.
 - f) Urgent action. In exceptional cases, only when it is deemed absolutely necessary, members of the YEC may request that matters are considered by the YEC outside of normal processes. The YSG and the co-chair of the YEC, having consulted as necessary, will determine whether there is a need for urgent action outside of normal YEC meetings.
 - g) Institutional autonomy and flexibility in adapting to local contexts. Some flexibility is permitted for member institutions to set different priorities in implementing YUFE activities and in formulating YUFE priorities in institutional terms so as to allow individual partners to adapt the joint YUFE outputs and offerings to their local contexts and within national regulatory constraints and thereby optimise their impact. The different national constraints should be flagged at YEC meetings and before YSC meetings so that they can be taken into account before a decision is taken by the YSC.
 - h) Once approved, minutes will be circulated to YEC members and working group/task force leaders/project coordinators. YICs are responsible for appropriate dissemination within their institutions. YEC agendas and minutes should clearly indicate when an item (and any associated documents) are to be kept confidential.

5.3 YUFE Secretary General

5.3.4 Tasks

The YUFE Secretary General ("YSG") plays a crucial role in providing strategic leadership, supporting the YSC and YEC in shaping the YUFE Alliance's long-term strategy. The YSG oversees the daily management of the YUFE Alliance, and ensures the effective coordination of the Annual Business Cycle. The YSG shall be the legal representative of the YUFE AISBL/Central Office and is responsible for its daily management. The YSG shall have the following tasks:

- 1. Providing strategic leadership and advice to the YSC and YEC;
- 2. Advising the YSC as expert advisor and as chair of the YEC;
- 3. Play a key role in formulating the Funding Strategy and in securing financial resources for the Collaboration;
- 4. Effectively steering and overseeing the management and implementation of the YUFE Vision 2030 and the Work Packages;
- 5. Represent the YUFE Alliance externally fostering relationships with key stakeholders and other university alliances, alongside the chair of the YSC;
- 6. Serve as the main liaison for partner institutions, the Granting Authority and external stakeholders;

7. Actively engage as a stakeholder in the Brussels (higher education) network, representing YUFE's interests and contributing to the broader ecosystem.
8. Be responsible for the hiring, appointment and supervision of staff working in the YUFE AISBL/Central Office, supporting the Collaboration;
9. Monitoring compliance by the Parties with their obligations under this Agreement and the Grant Agreement;
10. Keeping the address list of other contact persons updated and available;
11. Transmitting documents and information connected with the Collaboration to any other Parties concerned;

5.3.5 Relation with the YUFE 2030 Coordinator

In addition to the tasks as mentioned above, with regard to and for the duration of the Agreement, the YSG, being employed by the YUFE AISBL/Central Office, shall be responsible for the supervision and execution of some of the tasks of the YUFE 2030 Coordinator, as specified in the YUFE Project Phase Budget under the Grant Agreement. The YUFE 2030 Coordinator outsources the following tasks to the YUFE AISBL/Central Office overseen by the YSG:

- being the intermediary between the Beneficiaries and the Granting Authority and performing alongside the YUFE 2030 Coordinator;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority;
- If one or more of the Beneficiaries is late in submission of any YUFE 2030 Project Phase deliverable, the YSG or YUFE 2030 Coordinator may nevertheless submit the other Beneficiaries YUFE 2030 Project Phase deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

5.3.6 Limitations and replacement

- administering the Grant and fulfilling the financial tasks described in Article 6 stays the task of the YUFE 2030 Coordinator;
- The YSG shall not enlarge his/her role beyond the tasks specified in this Agreement or (for the purpose and duration of the Grant Agreement, with respect to the Beneficiaries) the Grant Agreement. The YSG is not entitled to act or to make legally binding declarations on behalf of a Party or several Parties (except those specifically regulated under the YUFE AISBL bylaws).
- If the YUFE 2030 Coordinator fails in its task, the YSG may decide to submit a proposal to the YSC to change the YUFE 2030 Coordinator subject to the approval of the Granting Authority.

5.3.7 YUFE Project Officer

The YSG may hire a person, to be employed at the YUFE AISBL/Central Office, to support the YSG in the implementation of the YUFE Vision 2030 (the "YUFE Project Officer").

The YSG may delegate some of its tasks to the YPO, but the YPO shall execute its activities under the supervision and responsibility of the YSG.

5.4 YUFE AISBL/Central Office

The YUFE AISBL/Central Office is regulated in Annex 5 and the bylaws of Annex 8. Some aspects like the composition and the tasks are mentioned hereafter in this Agreement

5.4.4 Goals. The goal of the association is to fundamentally transform higher education by developing and implementing the leading model of a student-centered, equalitarian, open

and inclusive alliance that inspires members of the society to actively participate in and contribute to its academic, civic and professional opportunities. YUFE is developing a holistic model of European University that seamlessly integrates education, research, innovation, and service to society.

5.4.5 Activities. In order to facilitate the achievement of the association's goals, and to the extent that the circumstances and resources allow, the association will conduct the following activities:

- a) Supporting the development of the YUFE Alliance's strategy and policies. Not only internally but also towards external multilateral stakeholders and funding bodies.
- b) Fulfilling YUFE's role as a role model in developing good practices of the YUFE Alliance and disseminating them to other institutions and alliances.
- c) Indicating any non-compliance with the key YUFE strategy, values, and policies and suggesting solutions how to tackle them.
- d) Managing the daily operations of the YUFE Alliance and streamlining its processes.
- e) Acting as guardian of the good operations of the meetings of the different governance bodies. The YUFE Central Office (YUFE CO) is an essential tool in preparing and implementing decisions.
- f) Linking the different thematic areas of YUFE and aligning the different YUFE projects to make the overall YUFE mission a reality.
- g) The execution of external communication and enhancing the visibility of YUFE and its achievements.
- h) Overseeing the capacity building within the alliance and its funding members as well as potential new members (academic and non-academic).
- i) Identifying and exploring income-generating/ fundraising activities in order to guarantee the sustainability of the Alliance.
- j) Evaluating the performance of the Central Office and implementing continuous improvement measures. If necessary, suggest adaptations of the composition of the Central Office and its portfolio to the YUFE decision-making bodies.
- k) Operate the YUFE Central Office and to employ the necessary office staff and provide basic resources for their work.
- l) Organize any other activities needed for fulfilment of the activities above and the goals of the association.

5.4.6 Competencies. The YSC forms the highest decision-making body, and therefore also the membership meeting of the association.

5.5 YUFE Student Forum

The YUFE Student Forum is regulated in Annex 6. Some aspects like the composition and the tasks are mentioned hereafter in this Agreement

5.5.1 Role

The YUFE Student Forum ("YSF") is a co-creation body for the Collaboration, advising the YSC and the YEC, but also operating on its own accord. The YSF is a co-creation body for the Collaboration, hence its members are actively involved in contributing to work in WPs and task forces.

5.5.2 Composition

- a) The YSF consists of a delegation of three students from each Beneficiary and each Associate Partner that is a university.
- b) The YSF shall draft its selection procedure for its members. Such a selection procedure will be agreed upon and monitored in collaboration with the YEC.
- c) Each student of the YSF may hold their position in agreement with their home institution for a maximum of three academic years.
- d) The members of the YSF must hold student status at their home institution.
- e) The YSF shall be governed by an elected steering board.
- f) The steering board shall be elected by the YSF for the duration of maximum one year from the beginning of the academic year.
- g) The members of the steering board may be re-elected for a maximum of one additional term.
- h) The steering board is comprised of the following roles:
 - 1. A president of the YSF. The president coordinates the daily management of the YSF and the board. This involves facilitating YSF meetings, follow-up on YSF agenda points, and help to welcome new members to the YSF. The president is a voting member and student vice-chair of the YSC;
 - 2. A vice-president of the YSF. The vice-president assists the president in his tasks. The vice-president is a voting member of the YSC;
 - 3. Secretary of the YSF. The secretary plans and organises YSF meetings, draws up meeting notes, maintain the YSF archive, keeps a database of active YSF members. The secretary is a voting member and student vice-chair of the YEC;
 - 4. With formal approval of the YSF and with clear motivation, the list of Steering Board positions may be expanded by the YSF.

5.5.3 Meetings

The YSF shall decide on the frequency, dates, locations and modus operandi (i.e. in person, virtual, email, etc.) of its meetings, provided that it shall meet at least two times per year in person, if circumstances allow and bi-monthly by remote meetings (videoconferences).

5.5.4 Any YSF Member

- a) Shall take part in the WPs in accordance with the individual requirements of WPs;
- b) May submit proposals to the YUFE governance bodies;
- c) may appoint a substitute or a proxy to attend and vote at any meeting;
- d) shall participate in a cooperative manner in the meetings.

5.6 YUFE Conflict Resolution Mechanism

The YUFE Conflict Resolution Mechanism is regulated in Annex 7. Some aspects like the composition and the tasks are mentioned hereafter in this Agreement

5.6.1 Role

The Conflict Resolution Mechanism ("YCRM") is a mechanism that triggers and impartial mediating Conflict Resolution Body ("CRB") for the purpose of resolving conflicts between Parties when all other internal processes have been exhausted. The CRB will be ad-hoc, and its meetings will be determined upon demand. As a mediating body, it will propose recommendations and resolutions aimed towards the satisfaction of all parties.

- a) The CRB triggered by the YCRM will act as a mediator and, after due consideration, will propose recommendations to the 'in conflict' Parties that either enable or facilitate the resolution of the dispute.
- b) The CRB can also propose recommendations to the YSC. Such recommendations will be made after the 'in conflict' parties have expressed their concerns and have been satisfied, as far as possible, with the body's resolutions.

5.6.2 Composition

- 5.6.2.1 In view of the principle of equality of entities forming the consortium and in order to implement the principle of impartiality and neutrality in proceedings before the CRB, a pool of members of the CRB will be created from whom the mechanism will be set up in the event of a dispute;
- 5.6.2.2 Each YSC Member will have the right to add one member to the pool. The YSF will have the possibility to add one member collectively.
- 5.6.2.3 Each member of the CRB shall have:
 - 1. Demonstrated competence through history of conflict resolution experience, seeking fair and equitable solutions;
 - 2. Knowledge of alternate dispute and conflict resolution mechanisms;
 - 3. Ability to work in an international setting and operate effectively across organisational boundaries;
 - 4. Persistence and calmness when faced with difficult problems or challenges; and
 - 5. Excellent communication skills.
- 5.6.2.4 Subject to the nature of the conflict, the CRB activated by the YCRM will consist of either a sole mediator or a trio of representatives from partner institutions uninvolved in the conflict. Determination of the type CRB and its constituents will rest with the President of YSC. Should the President be a party to any dispute referred under these procedures, the members shall be appointed by the Vice-President appointed of one of the universities.
- 5.6.2.5 President/rector/vice-chancellor. Should the president and vice-president of the YSC be a party to any dispute referred under these procedures, the members shall be appointed by the most senior member of the YSC in terms of their length of service on the board among the voting members. All concerned parties should agree on the composition of the CRB. If the CRB comprises three members, the CRB must elect a chairperson from among themselves. Administrative support for the members of the CRB will be provided by the YUFE AISBL/Central Office.
- 5.6.2.6 The candidates nominated by the YSC Members for the pool of members will be appointed for the term of office of the YUFE President. In justified cases, if a previously nominated person can no longer be in the pool of members, the nominating partner may nominate another suitable person in their place.

5.6.3 Procedure

- 5.6.3.1 A representative of the concerned party or the concerned parties themselves may refer an issue for resolution under these procedures but only after every effort has been made to resolve the dispute using other established

procedures.

- 5.6.3.2 To initiate the process, the conflict party representative shall submit a statement in writing to the YUFE President. The statement should contain an account of the relevant facts and circumstances of the dispute. The statement should also set out the processes within the YUFE Alliance, which have been used to endeavour to resolve the dispute.
- 5.6.3.3 Should the president of YSC be a party to any dispute referred under these procedures, the statement shall be submitted to the vice-president being an acting Beneficiary president/rector/vice-chancellor. Should the vice-president be a party to any dispute referred under these procedures, the statement shall be submitted to the most senior member of the YSC in terms of their length of service on the board.
- 5.6.3.4 The president, or vice-president, of the YSC or the most senior member of the YSC in terms of their length of service on the board, as appropriate, is required to mediate between the Parties concerned. If the usual forms of mediation between the partners fail, the president, or vice-president or most senior member of the YSC in terms of their length of service on the board shall appoint the CRB as describe in section 3 of Annex 7.
- 5.6.3.5 The CRB shall meet within 14 calendar days of receipt of the appointment.
- 5.6.3.6 Once the CRB is convened, the partner or partners, bringing the complaint will speak with the CRB member(s). The CRB will then hear arguments and facilitate discussion with the concerned parties either separately, or at the same time.
- 5.6.3.7 Suggestions will be made to the concerned parties and resolutions will be discussed and documented through a memo. If the solution is found and the conflict parties agree on it and commit themselves to it, the chair of the CRB or the mediator, at the discretion of the conflict parties, shall inform the president, or vice-president or most senior member of the YSC in terms of their length of service on the board, as appropriate, about this solution and propose, in justified cases, recommendations and suggestions to the YSC.
- 5.6.3.8 If the solution is not found and the conflict parties do not agree on the CRB's suggestions and recommendations, the chair of the CRB or the mediator shall inform the president, or vice-president or the most senior member of the YSC in terms of their length of service on the board, as appropriate and propose, in justified cases, recommendations and suggestions to the YSC.
- 5.6.3.9 The mediation procedure undertaken by the CRB should be completed within a month of the first meeting of the CRB.
- 5.6.3.10 The president, or vice-president or the most senior member of the YSC in terms of their length of service on the board shall inform the YSC about the results of the mediation process and propose the CRB's recommendations and suggestions to the YSC.

Article 6: Financial Provisions

- 6.1 Unless specifically agreed otherwise, each Party shall bear its own costs for the execution of activities within the Collaboration.
- 6.2 After receipt from the Granting Authority, the YUFE 2030 Coordinator will distribute the financial contribution of the Granting Authority to the YUFE 2030 Project Phase in accordance with the payment schedule as included in Annex 11 and in conformity

with the provisions in Articles 6.11 – 6.14 and the Grant Agreement. The payment schedule is based on:

- the division of the Grant over Beneficiaries in the YUFE 2030 Budget; and
- the schedule and modalities set out in the Grant Agreement.

- 6.3 A Beneficiary shall be funded only for its tasks carried out in accordance with the Project Description pertaining to the YUFE 2030 Project Phase.
- 6.4 In accordance with its own usual accounting and management principles and practices, each Beneficiary shall be solely responsible for justifying its costs with respect to the YUFE 2030 Project Phase in response to information requests from the Granting Authority. Neither the YUFE 2030 Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.
- 6.5 If and when the Granting Authority will decrease the Grant for reason that not all deliverables in accordance with the Project Description pertaining to the YUFE 2030 Project Phase have been achieved, the allocated share of the Grant for each of the Beneficiaries must be reduced in proportion to their respective share in not achieving the deliverables.
- 6.6 In any case of a Beneficiary having received excess payments (i.e. payments for Project costs that are not accepted by the Granting Authority, under the terms and conditions of the Grant Agreement), the Beneficiary has to return the relevant amount to the YUFE 2030 Coordinator without undue delay.
- 6.7 Each Beneficiary is solely responsible for the way they provide in the additional co funding on their behalf. Regardless its origin the co-funding provided by a Beneficiary cannot go to other Beneficiaries. Therefore other Beneficiaries cannot claims any rights if for example a Beneficiary is given government funding by its own government to provide in the co funding needed.
- 6.8 A Beneficiary leaving the consortium and thus the Agreement and the Grant Agreement shall, according to the relevant clauses of the applicable Grant Agreement, refund all payments it has received except the amount of contribution accepted by the Granting Authority or another contributor. Furthermore, a defaulting Beneficiary shall, within the limits specified in Article 10 of this Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiaries in order to perform its and their tasks.
- 6.9 The YUFE 2030 Project Phase Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Beneficiaries.
- 6.10 Payments to Beneficiaries are the exclusive task of the YUFE 2030 Coordinator. In particular, the YUFE 2030 Coordinator shall:
- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
 - perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
 - undertake to keep the Granting Authority's financial contribution to the YUFE 2030 Project Phase Budget separated from its normal business accounts, its own assets and property, except if the YUFE 2030 Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
 - With reference to article I.5.2 of the Grant Agreement, no Beneficiary shall before the end of the YUFE 2030 Project Phase receive more than its allocated share of the maximum grant amount from which the amounts retained by the Granting Authority for the final payment have been deducted.

- 6.11 The YUFE 2030 Coordinator is entitled to withhold any payments due to a Beneficiary identified by the YSC to be in breach of its obligations under this Agreement or the Grant Agreement or to a Beneficiary that has not yet signed this Consortium Agreement.
- 6.12 The YUFE 2030 Coordinator is, according to the relevant clauses of the applicable Grant Agreement, entitled to recover any payments already paid to a defaulting Beneficiary
- 6.13 The YUFE 2030 Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

YUFE AISBL

- 6.14 YUFE AISBL is intended to sign the accession form to the Grant Agreement to become a Beneficiary to the Grant according to clause 40.2 Grant Agreement. However the accession to the Grant Agreement as well as the approval of the Granting Authority of the necessary change of the budget for Work Package 1, as specified in the YUFE 2030 Project Phase Budget, have not yet taken place before the signing of this Agreement. Until the accession of YUFE AISBL and approval of the budget change is obtained by the Granting Authority, funding is needed for YUFE AISBL to be able to operate the Central Office. According to the budget established by the YSC as of the beginning of September 2024 an amount of in total EUR 266,000 is needed until 31 December 2024 for YUFE AISBL to be able to host the Central Office.
- 6.15 As current Work Package Lead for Work Package 1, Maastricht University receives most of the funding under the Grant for the Central Office being part of Work Package 1 according to annex 1 of the Grant Agreement.
- 6.16 Pending the accession of YUFE AISBL to the Grant Agreement and the approval of the budget change for Work Package 1 by the Granting Authority, Maastricht University will provide the necessary funding for 2024 according to the budget of an estimated total amount of EUR 266,000 to YUFE AISBL in two instalments under the conditions of this Agreement. The payment terms will be decided in consultation between Maastricht University as current Work Package Lead for Work Package 1 and the YSG.
- 6.17 The payments by Maastricht University are to be considered as advancements anticipating the accession of YUFE AISBL to the Grant Agreement. Once the accession is completed the advancements will be considered as payments to a Beneficiary under the Grant Agreement.
- 6.18 If and when the Granting Authority will not accept the accession of YUFE AISBL to the Grant Agreement as a Beneficiary, approve the budget change needed for Work Package 1 and or will only accept YUFE AISBL as a Subcontractor according to clause 9.3 of the Grant Agreement, and as a result thereof the advancements will not be considered eligible costs under the Grant and Maastricht University suffers damages, YUFE AISBL will repay the received advancements to the extent that the damages suffered by Maastricht University will be fully compensated. All Parties agree to provide in the necessary funding for the repayments by means of payment of a membership fee to YUFE AISBL so that YUFE AISBL will be able to do the regarding repayments.

Article 7: Background and Results

- 7.1 The Parties agree that the terms of this Article 7 apply to Background and Results.
- 7.2 More detailed, or different, stipulations may be contained in an IPR-policy, as approved by the YSC in accordance with Article 5.1.2 under *V Approvals*, subsection

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- 7.3 This Agreement does not affect the ownership of any Background or in any other technology, design, work, invention, software, data, technique, know-how, or materials that are not Results. Background will remain the property of each respective Party.
- 7.4 Results shall be the property of the Party who created such Result.
- 7.5 Where several Parties have jointly carried out work generating Results and (i) it is not possible to establish the respective contribution of each Party, or (ii) separate them for the purpose of applying for, obtaining or maintaining their protection, such Parties shall have joint ownership of such Result. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership.
- 7.6 If employees or other personnel working for a Party are entitled to claim rights to results, the regarding Party shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this Agreement.
- 7.7 Each Party agrees to provide Access Rights to part of its Background and Results made available to the other Parties, if such Background/Result is needed by the other Parties to carry out their own work under the Collaboration, provided that this Background or those Results are free from third-party rights or may be used under specific conditions regarding those third-party rights. These Access Rights are consequently granted for the duration of the project and this Agreement. Such Access Rights to Background/Results shall be granted for free, may not be transferred and do not include a right to grant sub-licenses unless agreed otherwise.
- 7.8 Access Rights shall be free of any administrative transfer costs. Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing.
- 7.9 If a Party is in default, such Party's right to request Access Rights shall cease immediately upon receipt by the defaulting Party of the notice as mentioned in Article 10.1.
- 7.10 Any Party leaving the Collaboration shall continue to grant Access Rights to Background made available during the participation in the Collaboration and Results generated during its participation in this Collaboration pursuant to this Agreement as if it had remained a Party for the whole duration of the Agreement.
- 7.11 Results and Background shall be used only for the purposes for which Access Rights to it have been granted.
- 7.12 The Associated Partners recognise that the Beneficiaries are subject to provisions of the Grant Agreement regarding Background and the use of Results respectively provided for, or created during, the YUFE 2030 Project Phase, specifically articles I.8 and II.9 of the Grant Agreement. The Associated Partners shall provide all reasonably necessary cooperation to enable the Beneficiaries to comply with the aforementioned provisions.

Article 8: Communication and Dissemination

- 8.1 The Parties agree that the terms of this Article 8 apply to all communication and dissemination activities by the Parties (such as, but not limited to, reports in media, messages on social media, on websites) regarding the Collaboration or Results (herein after collectively referred to as "Publications").

- 8.2 The YEC will coordinate the drafting of rules and regulations regarding the communication concerning the Project and dissemination of Results, to be approved by the YSC in accordance with Article 5.1.2 under *V Approvals*, subsection p ("Dissemination & Communication Plan").
- 8.3 All Publications shall take place in accordance with the Dissemination & Communication Plan.
- 8.4 Unless the Dissemination & Communication Plan states otherwise, or for as long as such Plan is not yet in place, the following principles apply to publications:
- no publications regarding the Collaboration or Results shall take place without prior approval of the YSC. The YSC may delegate this authority to the YSG. In case a Party objects to the decision of the YSG, the matter will be referred to the YSC;
 - in all publications, the YUFE affiliation must be referenced, in accordance with the format as determined by the YSC.
- 8.5 The Associated Partners recognise that the Beneficiaries are subject to provisions of the Grant Agreement regarding the dissemination of Results created in the YUFE 2030 Project Phase, specifically articles I.10, I.11 and II.8 of the Grant Agreement. The Associated Partners shall provide all reasonably necessary cooperation to enable the Beneficiaries to comply with the aforementioned provisions.

Article 9: Confidentiality

- 9.1 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 Collaboration 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 working days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".
- 9.2 The Recipients hereby undertake, for a period of 5 years after the date of disclosure of such Confidential Information:
- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
 - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
 - 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.
- 9.3 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 termination of employment.
- 9.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
 - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who, to the Recipient's knowledge, is

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- in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
 - the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
 - the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
 - the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Article 10.7 hereunder.
- 9.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Collaboration as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 9.6 Each Recipient shall promptly advise the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 9.7 If any Recipient 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.
- 9.8 The confidentiality obligations under this Agreement shall not prevent the communication of Confidential Information to the Granting Authority in as far as there is an obligation to provide such information. The Disclosing Party shall be informed before the communication of its Confidential Information to the Granting Authority.

Article 10: Breach, liability and indemnification

- 10.1 In the event the YSC identifies a breach by a Party of its obligations under this Agreement or (for Beneficiaries) the Grant Agreement, the YSG (or another Party appointed by the YSC if the Party employing the YSG is the one in breach), will give written notice to such Party requiring that such breach be remedied within 30 calendar days.
- 10.2 If such breach is substantial and is not remedied within the period mentioned in Article 10.1 or is not capable of remedy, the YSC may decide to declare the Party to be in default and to decide on the consequences thereof, which may include, after consultation with and approval of the Granting Authority (if applicable), termination of such Parties' participation.
- 10.3 Without prejudice to the foregoing, no Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue, loss of contracts or loss of opportunity, provided such damage was not caused by a wilful act or gross negligence. All Parties herewith oblige themselves to compensate each other for those damages that may result from wilful act or gross negligence of any of their obligations under this Agreement.
- 10.4 A Beneficiary's aggregate liability towards the other Parties collectively shall be limited to once the Partner share of the total costs of the Project, provided such damage was not caused by a wilful act or gross negligence. The aggregate liability of an Associated Partner towards the other Parties collectively shall be limited to the monetary value of the in-kind contribution as described in the Project Description.

- 10.5 The terms of this Agreement shall not be construed to amend or limit any Party's statutory liability.
- 10.6 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 Agreement or from its use of Results or Background and shall be solely liable to the extent the incurred damages can be attributed to its actions.
- 10.7 No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure. Each Party will notify the YSG of any Force Majeure without undue delay.
- 10.8 In respect of any information or materials (including Results or Background) supplied by one Party to another in the Collaboration, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any property rights of third parties. Therefore:
- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
 - no Party supplying information or materials shall be liable in case of infringement of property rights of a third party resulting from any other Party using that information or materials. In case a Party gets to know about any infringement of any property rights of third parties, it will inform the other Parties.
- 10.9 Each Party shall take out and maintain adequate insurance with responsible and reputable insurance companies or associations covering such risks, liabilities and indemnification obligations connected to the activities under this Agreement, as is usually carried by organisations engaged in similar activities.

Article 11: Term and termination

- 11.1 This Agreement enters into force retroactively, on 1 December 2022 and shall continue in full force and effect for 48 months until 30 November 2026, unless terminated in accordance with this Article 11.
- 11.2 Before the end of the YUFE 2030 Project Phase i.e. 30 November 2026, the Parties shall evaluate their collaboration and decide on the continuation thereof. Where the continuation of the collaboration warrants this, the Parties shall enter into a new collaboration agreement or adapt this Agreement to provide for such further collaboration. If no decision is made before 30 November 2026 and the Collaboration between Parties continues after this date the Agreement will be tacitly extended for one year and so forth every year after, if no other decision is made by Parties before the 30 November.
- 11.3 For the duration of the Grant Agreement, no Beneficiary may terminate their participation to this Agreement without cause. A Beneficiary may only terminate its participation to this Agreement, taking into account a six months' written notice to the YSC. An Associated Partner may terminate its participation to this Agreement, subject to a six months' written notice to the YSC. The Party terminating its participation to this Agreement shall enter into a separate agreement with the YSC regarding the conditions of such termination (if any).
- 11.4 Termination of this Agreement does not automatically cause termination of any Additional Agreements that are in effect on the date of termination, unless explicitly stipulated in such Additional Agreement.
- 11.5 In the case of a premature termination or withdrawal of the entire Grant Agreement by the Granting Authority, the Parties shall enter into good faith discussions regarding

- the (dis)continuation of their Collaboration. In such case, the YSC may propose to terminate this Agreement, provided that decisions can be reached on the modalities of such termination or the continuation of ongoing activities between the Parties involved in such activities, to be implemented in a termination agreement between the Parties.
- 11.6 Termination of this Agreement with respect to an individual Party shall be possible according to the provisions of Article 10.2.
- 11.7 Except in case of termination as mentioned in Article 10.2, termination shall not affect any rights or obligations of a Party leaving the consortium, incurred prior to the date of termination, unless otherwise agreed between the YSC and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.
- 11.8 Termination or expiration of this Agreement shall not affect the validity of the following Articles, which are meant to survive such termination or expiration: 7, 9, 10, 11.8, 12 and 13.

Article 12 - Personal Data Protection

- 12.1 To the extent the Parties share personal data within the framework of the Collaboration, they shall handle all personal data in accordance with the General Data Protection Regulation ("GDPR") and/or any other applicable laws or regulations covering the protection of personal data (collectively "Data Protection Laws"). All Parties will act in accordance with the applicable Data Protection Laws. The respective Parties shall take all necessary measures in order to comply with the applicable Data Protection Laws, which may include (without limitation): entering into a separate joint controllership agreement or data processing agreement with the Parties concerned, before any personal data is shared.
- 12.2 The Parties may control and process personal data of their personnel and of participants to their activities. Controlling and processing of personal data will occur in line with the principles of lawfulness, fairness, transparency and accuracy, the data will be used only for limited purposes, with minimized scope and storage, and the YUFE Partnership will take all necessary technical and organizational measures in order to preserve its integrity and confidentiality.

Article 13: Miscellaneous

- 13.1 In case the terms of this Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail with regard to the Grant. In case of conflicts between the other Annexes and the core text of this Agreement, the latter shall prevail.
- 13.2 Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this 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.
- 13.3 Nothing in this 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.

- 13.4 No rights or obligations arising from this Agreement may be transferred, in whole or in part, by either Party to a third party without prior written consent from the other Parties, which consent shall not be unreasonably withheld.
- 13.5 Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which that Party is operating. Proposals for decisions within this Agreement, which – if adopted – would encroach on the competence of committees, bodies or organs of a Party, require the consent of such committees, bodies or organs. Otherwise, the decision is taken subject to the consent of the competent committee, body or organ.
- 13.6 No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 13.7 The Parties agree that execution of this Agreement by industry standard electronic signature software or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defence or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.
- 13.8 This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.
- 13.9 This Agreement consists of this core text and the following Annexes:
- Annex 1: Grant Agreement
 - Annex 2: YUFE 2030 Budget
 - Annex 3: YUFE Strategic Council
 - Annex 4: YUFE Executive Committee
 - Annex 5: YUFE Central Office
 - Annex 6: YUFE Student Forum
 - Annex 7: YUFE Conflict Resolution Mechanism
 - Annex 8: YUFE AISBL Bylaws
 - Annex 9: YUFE Alliance Organogram
 - Annex 10 YUFE AISBL Organogram
 - Annex 11: Payment Schedule

Article 14: Applicable law and settlement of disputes

- 14.1 This Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.
- 14.2 The Parties shall endeavour to settle their disputes amicably. Any dispute that cannot be solved amicably will first be submitted to the YCRM, in accordance with Article 5.6.
- 14.3 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, which cannot be solved in accordance with Article 14.2 shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

14.5 Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

AS AGREED AND SIGNED ON SEPARATE SIGNATURE PAGES,

Maastricht University

Name: Prof. Rianne Letschert
Title: President
Date:

University of Bremen
Name: Prof. Jutta Günther Title: President Date:

University of Essex
Name: Prof. Maria Fasli Title: Vice-Chancellor Date:

University Carlos III De Madrid
Name: Prof. Ángel Arias Hernández Title: Rector Date:

University of Eastern Finland

Name: Prof. Tapio Määttä
Title: Academic Rector
Date:

University of Antwerp

Name: Prof. Herwig Leirs
Title: Rector
Date:

University of Cyprus

Name: Prof. Tasos Christofides
Title: Rector
Date:

University of Rijeka
Name: Prof. Snježana Prijić-Samaržija Title: Rector Date:

Nicolaus Copernicus University in Toruń
--

Name: Prof. Andrzej Tretyn Title: Rector Date:

Sorbonne Nouvelle University

Name: Prof. Daniel Mouchard
Title: President
Date:

YUFE AISBL

Name: Maria-Valerie Schegk
Title: Secretary General
Date:

Adecco Group France
Name: Marc Gomes Title: Président France Date:

Educational testing Service (ETS)Global
Name: David Hand Title: VP International Development ETS EMEA Date:

ANNEX 1: GRANT AGREEMENT

ANNEX 2: YUFE 2030 BUDGET

ANNEX 3: YUFE STRATEGIC COUNCIL

ANNEX 4: YUFE EXECUTIVE COMMITTEE

ANNEX 5: YUFE CENTRAL OFFICE