



RED SPINEL

Article 6 – Extract from Consortium Agreement

Article 6 – Governance Structure

Module GOV SP for Small and Medium-sized Projects involving a simple governance structure with only one governing body serving as its Supervisory board and Executive Board. This singular governing Body is referenced in the description of action as the RED-SPINEL Supervisory Board.

6.1. General Structure

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

The **Supervisory Board** is the decision-making body of the consortium.

The **Project Management Office** is the executive body hosted at the **Coordinator** and charged with coordinating and accompanying the joint actions of the consortium in accordance with the description of action annexed to the RED-SPINEL Grant Agreement as well as the decisions of the **Supervisory Board**.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Granting Authority. The **Coordinator** shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2. Members

The **Supervisory Board** shall consist of one representative of each Party (hereinafter referred to as “Member”). Each Member shall be deemed to be duly authorised to deliberate, negotiate, and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The **Coordinator** shall chair all meetings of the Supervisory board, unless decided otherwise by the Supervisory board.

The members of the **Project Management Office** are invited to attend the **Supervisory Board** Meetings to assist in its working.

The Parties agree to abide by all decisions of the **Supervisory Board**.

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3. Operational procedures for the Supervisory board

6.3.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- attendance can be either in person or online
- Parties to commit to ensuring in person attendance to the best of their abilities
- and shall participate in a cooperative manner in the meetings.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings

The chairperson shall convene ordinary meetings of the Supervisory board at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items

Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

6.3.2.5

During a meeting of the Supervisory board the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6

Meetings of the Supervisory board may also be held by tele- or videoconference or other telecommunication means.

6.3.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Supervisory board a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

The Coordinator shall inform all the Members of the outcome of the vote.

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.3.4 Voting rules and quorum

6.3.4.1

The Supervisory board shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Supervisory board shall convene another ordinary meeting within 15 calendar days.

If in this meeting the quorum is not reached once more, the chairpersons shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.3.4.2

Each Member present or represented in the meeting shall have one vote.

6.3.4.3

A Party which the Supervisory board has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.3.4.4

Decisions shall be taken by unanimity as often as possible. If this proves impossible a majority of two thirds (2/3) of the votes cast will be required.

6.3.5 Veto rights

6.3.5.1

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Supervisory board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.5.2

When the decision is foreseen on the original agenda, a Party may only veto such a decision during the meeting.

6.3.5.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

6.3.5.4

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

6.3.5.5

In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

6.3.5.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.3.5.7

A Party requesting to leave the consortium may not veto decisions relating thereto.

6.3.6 Minutes of meetings

6.3.6.1

The chairperson shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.6.2

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

6.3.6.3

The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall retain copies of them.

6.3.7 Decisions of the Supervisory board

The Supervisory board, shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Supervisory board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)

- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Appointments

- International Advisory Board Members
- Project Management Office Members

In the case of abolished tasks as a result of a decision of the Supervisory board, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of Supervisory board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other Parties' Project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

6.4.3

If the Coordinator fails in its coordination tasks, the Supervisory board may propose to the Granting Authority to change the Coordinator.

6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.5

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

6.5. The External Expert Advisory Board (EEAB)

A so-called **International Advisory Board (IAB)** functioning as the project's External Expert Advisory Board (EEAB) will be appointed and steered by the **Supervisory Board**. The EEAB shall assist and facilitate the decisions made by the **Supervisory Board**.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EEAB member.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

The **Coordinator** shall write the minutes of the EEAB meetings and submit them to the Supervisory Board. The EEAB members shall be allowed to participate in Supervisory board meetings upon invitation but have not any voting rights.]

6.6. The Project Management Office

A so-called **Project Management Office (PMO)** hosted on the premises of the **Coordinator** will be set-up. The PMO shall assist and facilitate the implementation of the decisions made by the Supervisory Board.

The **Coordinator** will ensure that the members of the PMO, are covered by the same obligations stipulated in this Consortium Agreement.

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