

Schedule 8: Requirements relating to The Consortium

1. The Recipient confirms that the project is being undertaken by a consortium of which you are the lead member, and the other member(s) are:
 - a) Second consortium member: [Organisation name]; whose registered address is at [insert address]
 - b) Third consortium member: [Organisation name]; whose registered address is at [insert address]

[Consortium members to be added as needed per application]

Your responsibility for the consortium

2. The Recipient must ensure that the consortium complies with the requirements of this Agreement. The Recipient is fully responsible for:
 - a) ensuring that all other consortium members comply with those requirements; and
 - b) their acts or omissions, where they do not.
3. The requirements in paragraphs 4 to 6 below do not in any way qualify or limit the Recipient's responsibility, or Salix's right to reclaim the grant and interest from the Recipient.
4. The Recipient must inform Salix in writing, within 10 working days of any proposed changes to the consortium. No member may join or leave the consortium without prior authorisation in writing from Salix.

Requirement to enter into a collaboration agreement

5. The grant is conditional on all consortium members entering into a legally binding agreement ("Collaboration Agreement") under which each member of the consortium:
 - a) confirms that they have read scheme guidance and the Agreement.
 - b) agrees to comply with all relevant requirements of this Agreement and to use all reasonable endeavours to ensure that the consortium does so;
 - c) has agreed procedures between members of the consortium to resolve any dispute arising; and
 - d) without limiting the generality of its agreement in sub-paragraph b) above, agrees to the conditions set out in paragraphs 6 and 7 below,

The Collaboration Agreement may also include other reasonable requirements between its parties, as may be negotiated between them.

Rights against consortium members

6. Consortium members must agree that We may (under the Contracts (Rights of Third Parties) Act 1999):
- a) require them to provide Salix with information and evidence as to their compliance with the requirements of the grant, and to allow Salix and any person authorised by Salix to inspect their premises for that purpose;
 - b) make that information available to other public authorities, including the European Commission; and
 - c) require them to repay the grant and interest to Salix on their reasonable demand, in cases where Salix have reasonable cause to consider that:
 - i. the grounds arise in clauses 17 (i.e. reduction and recovery of grant and termination) in the standard terms and conditions in the Grant Funding Agreement (without limitation, in case of misuse or EU law relating to state aid/subsidy control); and
 - ii. those grounds arise by virtue of the fault of the relevant member,

and consortium members shall agree that Salix may continue to exercise those rights at any time after the termination or expiry of the collaboration agreement, and after the relevant consortium member has left the consortium.

Indemnity to be contained in the collaboration agreement

7. The collaboration agreement shall also include an agreement by consortium members to indemnify the Recipient (and keep the Recipient indemnified):
- a) against your liabilities under the Agreement