

To the BioICEP H2020 Consortium Agreement under call H2020-NMBP-BIO-CN-2019
Amendment 2020/01

BETWEEN:

1. **ATHLONE INSTITUTE OF TECHNOLOGY** of Dublin Road, Athlone, County Westmeath, Ireland hereinafter referred to as “**AIT**”

the Coordinator

2. **ACTECO PRODUCTOS Y SERVICIOS S.L** of L'Alfaç III - C/Zamora nº24 03440 IBI (Alicante), Spain, hereinafter referred to as “**ACTECO**” and

3. **AIMPLAS – ASOCIACION DE INVESTIGACION DE MATERIALES PLASTICOS Y CONEXAS** of València Parc Tecnològic, Calle Gustave Eiffel, 4, 46980 Paterna, Valencia, Spain, hereinafter referred to as “**AIMPLAS**” and

4. **AVECOM** of Industrieweg 122P, 9032 Wondelgem, Belgium, hereinafter referred to as “**AVECOM**” and

5. **TECHNISCHE UNIVERSITAT CLAUSTHAL** of Adolph-Roemer-Straße 2A, D-38678 Clausthal Zellerfeld, Germany, hereinafter referred to as “**TUC**” and

6. **INSTITUT ZA MOLEKULARNU GENETIKU I GENETICKO INZENJERSTVO** of 444a Vojvode Stepe, Belgrade, Serbia, hereinafter referred to as “**IMGGE**” and

7. **INSTITUTO DE BIOLOGIA EXPERIMENTAL E TECNOLÓGICA** of Avenida da Republica Qta.do Marques - Apt. 12 2781-901 Oeiras, Portugal , hereinafter referred to as “**IBET**” and

8. **LIMERICK INSTITUTE OF TECHNOLOGY** of Moylish Park, Limerick, Ireland hereinafter referred to as “**LIT**” and

9. **LOGOPLASTE INNOVATION LAB LDA** of Edifício Logoplaste, Estrada da Malveira, Nº 900, 2750-834 Cascais, Portugal, hereinafter referred to as “**LOGOPLASTE**” and

10. **MICROLIFE SOLUTIONS BV** of Science Park 406, 1098 XH Amsterdam, The Netherlands, hereinafter referred to as “**MicroLife**” and

11. **NATIONAL TECHNICAL UNIVERSITY OF ATHENS - NTUA** of Zografou Campus, 9, Iroon Polytechniou str, 15780 Zografou, Greece, hereinafter referred to as “**NTUA**” and

12. **THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN** of College Green, Dublin 2, Ireland, hereinafter referred to as “**TCD**”

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

Bio Innovation of a Circular Economy for Plastics
in short (**BioICEP**)

hereinafter referred to as "Project"

WHEREAS:

The Parties, have entered into a Consortium Agreement to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement signed by the Parties and the Funding Authority (hereinafter "Grant Agreement"), in relation to the Project as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020) under the Call H2020-NMBP-BIO-CN-2019.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

This Amendment Number 2020/01 to the Consortium Agreement relating to the Project.

Whereas under Clause 11.4 of the Consortium Agreement with an effective date of 1st of January 2020, the Parties may modify or change this Consortium Agreement by written amendment, and the Parties now wish to amend the Consortium Agreement under the following terms and conditions:

1. Clause 7.3.2 is amended as follows:

"The Coordinator will make all payments without undue delays. The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

- Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority in separate instalments as agreed below:

Payment Number	Payments will be distributed by the Coordinator to Parties without unjustified delay:
1	On receipt of net pre-financing payment: 40% Pre-financing payment €1,999,115.60 - 5% Transfer to Guarantee Fund <u>€249,889.45</u> 35% Net pre-financing payment €1,749,226.25
2	On receipt of interim payment subject to approval of periodic report relating to reporting period 1: from month 1 to month 12.
3	On receipt of interim payment subject to approval of periodic report relating to reporting period 2: from month 13 to month 24.
4	On receipt of interim payment subject to approval of periodic report relating to reporting period 3: from month 25 to month 36.
5	On receipt of interim payment subject to approval of periodic report relating to reporting period 4: from month 37 to month 48.
6	On receipt of balance (including release of amount retained for Guarantee Fund) subject to approval of final report.

Payments to the Coordinator and distribution to the Parties will be subject to Articles 5, 6, 20 and 21 of the Grant Agreement.

-Funding for costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.”

2. Clause 8.4.2.1 is amended as follows:

“During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication together with sufficient information on the results it will disseminate. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.”

3. All other terms and conditions of the Consortium Agreement remain unchanged.

4. This Amendment Number 2020/01 shall enter into force on the date it is signed by all Parties.

IN WITNESS WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Amendment to the Consortium Agreement.

The Coordinator: ATHLONE INSTITUTE OF TECHNOLOGY

Name: Bill Delaney

Title: Vice President of Financial and Corporate Affairs

Signature and Stamp

Date

I hereby confirm that I have taken note of the entire content of AMENDMENT 2020/01

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Partner 2: ACTECO PRODUCTOS Y SERVICIOS S.L

Name: Jorge Ramis Valls

Title: Administrador Único (General Manager)

Signature and Stamp

Date

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Partner 3: AIMPLAS – ASOCIACION DE INVESTIGACION DE MATERIALES PLASTICOS Y CONEXAS

Name: Ms. Liliana Chamundis

Title: Deputy Director Head of Projects Area

Signature and Stamp

Date

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Partner 4: AVECOM

Name: Willy Verstraete
Title: Director

Signature and Stamp

Date

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Partner 5: TECHNISCHE UNIVERSITÄT CLAUSTHAL

Name: Irene Strebl

Title: Vice President

Signature and Stamp

Date

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Partner 6: INSTITUT ZA MOLEKULARNU GENETIKU I GENETICKO INZENJERSTVO

Name: Jelena Begovic, PhD

Title: Director

Signature and Stamp

Date

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Partner 7: INSTITUTO DE BIOLOGIA EXPERIMENTAL E TECNOLÓGICA

Name: Paula Alves

Title: CEO, iBET

Signature and Stamp

Date

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Name: Manuel Carrondo

Title: Vice-President, iBET

Signature and Stamp

Date

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Partner 8: LIMERICK INSTITUTE OF TECHNOLOGY

Name: Dr. Liam Brown

Title: Vice President for Research, Development and Innovation

Signature and Stamp

Date

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Partner 9: LOGOPLASTE INNOVATION LAB LDA

Name: Filipe de Botton

Title: Chairman

Signature and Stamp

Date

I hereby confirm that I have taken note of the entire content of the AMENDMENT 2020/01.

Partner 10: MICROLIFE SOLUTIONS BV

Name: Prof. Dr. Abraham Brouwer
Title: Chief Executive Officer

Signature and Stamp

Date

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Partner 11: NATIONAL TECHNICAL UNIVERSITY OF ATHENS - NTUA

Name: Professor Ioannis Paspaliaris

Title: Vice President for Financial Planning and Development

Signature and Stamp

Date

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Partner 12: THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN

Name: Mary Tracey

Title: Head of Research Contracts

Signature and Stamp

Date

I hereby confirm that I have taken note of the entire content of AMENDMENT 2020/01.