

Clarifications provided by the SJU

Consortium composition and participation:

The following clarifications apply to candidate Associate Partners set up as consortia (groupings) not constituting a legal entity (i.e. constituted informally for this specific call for proposals).

1. Participation of consortia in the call

As specified in the Guidelines for candidates, candidates may bid for one, more or several lots. In case the candidate is not set up as a legal entity but a grouping of entities such as a consortia – such candidates may elect to propose a different consortium composition per lot - in order to ensure a better coverage of the specific areas of expertise pertaining to each lot.

Considering the example of a group of legal entities (A, B, C, D and E) interested in participating in this call for proposals.

This grouping may elect to bid for Lots 1, 2 and 5. In order to ensure a better coverage of the activities specified in each lot, the group of entities may wish to form different consortia with different composition per lot, e.g.:

- For Lot 1, Consortium X (composed of A - acting as Coordinator, B, C, D, E and - an additional entity F with special expertise in this particular field) submits a Proposal (Cover Letter, Volumes 1, 2 and 3) covering the activities under Lot 1;
- For Lot 2, Consortium Y (composed of B - acting as Coordinator, C and D) submits a Proposal (Cover Letter, Volumes 1, 2 and 3) covering the activities under Lot 2;
- For Lot 5, (Consortium Z composed of C - acting as Coordinator, A and B) submits a Proposal (Cover Letter, Volumes 1, 2 and 3) covering the activities under Lot 5.

In this case, and if the SJU decides to select all three proposals, the SJU will award and sign a separate Framework Partnership Agreement (hereinafter referred to as “the FPA”) with each designated Coordinator per lot (e.g., For Lot 1 the SJU will sign a FPA with A acting in the name and on behalf of the Consortium Members of Consortium X; for Lot 2 the SJU will sign a FPA with B acting in the name and on behalf of the Consortium Members of Consortium Y) etc.

2. Implementation of the FPA through Specific Agreements

During the life of the FPA, and at the time of submission of a Specific Proposal, the Consortium Members are free to allocate the work to be done between them (in view for example of the specific areas of expertise covered by the Specific Agreement, availability of given experts, etc.).

Considering the example given for Lot 1 above, the Consortium X (composed of A - acting as Coordinator, B, C, D, E and - an additional entity F with special expertise in this particular field) may wish to involve some but not all of its Consortium Members in a Specific Agreement. For example the Consortium Members B, C and A - acting as Coordinator - may participate in one Specific Agreement while the participation in another Specific Agreement may look different and be composed of for example the Consortium Members E and F with A – acting as the Coordinator.

Consequently the Consortium Members who will actually participate in the requested Task, as defined in the Invitation to submit a Specific proposal by the SJU, shall be identified in the Specific Proposal(s) (and later in the signed Specific Agreement) submitted by the Consortium for each Specific Agreement.

Please note that the Consortium Member designated as the Coordinator is always required to participate in the implementation of all the Specific Agreements.

2.1 Liability between the Consortium Members within each Specific Agreement

For Lot 1 (FPA between the SJU and Consortium X), the Consortium Members actually involved in the implementation of a Specific Agreement may be: A (acting as Coordinator), B and C. In terms of

liability, in this case, A, B and C will bear a subsidiary joint and several liability towards the SJU for their undertakings under this Specific Agreement with A (the Coordinator) bearing the primary responsibility towards the SJU in accordance with Schedule 13 of the DFPA.

The liability on the Consortium will be limited to the scope (breadth and depth) of the Tasks to be performed under the awarded LOT as detailed in each mutually agreed and signed Specific Agreement , but not limited to the financial envelope agreed (the amount of co-financing) for the work to be performed.