

Consortium Agreement

Project 101183228

MIND (Mental health solutions for educational Inclusion in Distressed Ukrainian VET)

The present Consortium Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

INSTYTUT ADN SP.Z O.O SP.K (ADN), as coordinator,

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Łukasz Pierścioneck, President of the Board, the project legal signatory as defined in the Grant Agreement 101183228 and the following beneficiaries:

UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II (UNINA) – established in [IT] – represented for the purposes of signature of the Agreement by Andrea Mazucchi, Director of Department of Humanistic Study, the project legal signatory as defined in the Grant Agreement 101183228

INSTITUT DE HAUTE FORMATION AUX POLITIQUES COMMUNAUTAIRES (IHF) – established in [BE] represented for the purposes of signature of the Agreement by Ron Weerdmeester, President, the project legal signatory as defined in the Grant Agreement 101183228

UNIVERSITY OF CUSTOMS AND FINANCE (UCF) – established in [UA], represented for the purposes of signature of the Agreement by Dmytro Bocharov, Rector, the project legal signatory as defined in the Grant Agreement 101183228

Halytsky Applied College named after Vyacheslav Chornovil (HAC) – established in [UA], represented for the purposes of signature of the Agreement by Mariia Babiuk, Director, the project legal signatory as defined in the Grant Agreement 101183228

International Humanitarian University (IHU) – established in [UA], represented for the purposes of signature of the Agreement by Kostiantyn Hromovenko, Rector, the project legal signatory as defined in the Grant Agreement 101183228

EDUCATIONAL AND REHABILITATION INSTITUTION OF HIGHER EDUCATION 'KAMIANETS-PODILSKYI STATE INSTITUTE' (KPSI) – established in [UA], represented for the purposes of signature of the Agreement by Marian Tripak, Rector, the project legal signatory as defined in the Grant Agreement 101183228

hereinafter referred to as the "beneficiaries", represented for the purposes of signature of this Agreement by the project legal signatory according to the Accession form for beneficiaries (Mandate) previously signed and attached to the Grant Agreement (in Annex 3).

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries" or "parties".

The parties hereby have agreed as follows:

Article 1
Subject of the Consortium Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the action MIND - 101183228 (hereinafter referred to as the "action")

1.2 The coordinator and the beneficiaries undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 101183228, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "EU executive agency"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2
Duration

2.1 This Agreement shall enter into force on the date the last party signs it, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the contributions shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the EU executive agency.

Article 3
Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

Each of the beneficiaries:

- (a) undertakes to take part in the efficient implementation of the action, using the necessary staff, facilities, equipment and material, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertakes to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation applicable;
- (c) is responsible for complying with any legal obligations incumbent on each of them;
- (d) shall be responsible for the sound financial management and cost efficiency of the funds of the project allocated to it;

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the EU executive agency, and inform the beneficiaries of any relevant communication exchanged with the EU executive agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the EU executive agency, as per the dispositions of Article 21 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article 21 of the Grant Agreement;
- (h) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project.
- (i) transmit to the beneficiaries copies of all reports submitted to the EU executive agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.
- (j) keep information stored in the Portal Participation Register up to date as described in Article 19 of the Grant Agreement.
- (k) submit via the Portal data and information related to the participation of their affiliated entities.
- (l) request and review any documents or information required and verify their quality and completeness before passing them on to the EU executive agency.
- (m) submit the deliverables and reports to the EU executive agency.
- (n) inform the EU executive agency about the payments to the other beneficiaries.

3.3 Specific obligations and role of the beneficiaries (excluding the coordinator).

The beneficiaries undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or project legal signatory.
- (g) keep information stored in the Portal Participation Register up to date as described in Article 19 of the Grant Agreement.
- (h) submit via the Portal data and information related to the participation of their affiliated entities.

Article 4
Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to **EUR € 393 149.67** and shall take the form as stipulated in Annex 2 of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the consortium under the form of a lump sum grant for the completion of work packages.

4.3 Full details of the estimated budget breakdown per beneficiaries is given in Annex I of this Agreement.

Article 5
Payment arrangements

5.1 Each beneficiary should submit their bank account details directly to the coordinator in a form provided by the coordinator signed by the legal representative of their organization.

5.2. Beneficiaries shall inform the Coordinator of any changes related to the bank account and send immediately the new adequate information.

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

Within 30 days after receiving the request of payment at the beginning of the project (month 1), the coordinator will transfer 4000,00 (four thousand euros) to each beneficiary as payment in advance.

Each beneficiary can request the disbursement of the next instalments from the coordinator in 6 steps according to the following scheme:

INTERNAL REPORT #	REPORTING PERIODS:	DEADLINE
I	From 1 January 2025 to 30 June 2025	15 July 2025
II	From 1 July 2025 to 31 December 2025	15 January 2026
III	From 1 January 2026 to 30 June 2026	15 July 2026
IV	From 1 July 2026 to 31 December 2026	15 January 2027
V	From 1 January 2027 to 30 June 2027	15 July 2027
VI	From 1 July 2027 to 31 December 2027	15 January 2028

The "internal interim report" is composed of the following documents / tasks:

- a. internal technical progress report, based on internal template provided by the coordinator and describing activities implemented during the reporting period (narrative);
- b. update of the Dissemination Reporting Tool on the project platform/website request for payment.

All the reporting documents must be sent by the beneficiaries to the coordinator's email addresses: Renata.jankowska-zielinska@adn.pl

Upon submission of the "internal interim report", the coordinator shall carefully check the enclosed documents.

Within 15 (fifteen) days from receipt, provided no irregularities are identified, the coordinator shall transfer to the beneficiaries's bank account a portion of the lump sum contribution of a specific reporting period according to the Internal disbursement scheme (Annex II of this Agreement).

Throughout the Project implementation, the coordinator will reimburse up to the 80% of the total contribution that the beneficiaries is expected to receive, which is up to the end of resources made available by the EU executive Agency as pre-financing payment. The total budget for each beneficiaries is divided into portions of the lump sum contribution of specific reporting periods according to the Internal disbursement scheme (Annex II of this Agreement).

The remaining 20% will be reimbursed to the beneficiaries by the coordinator within 30 (thirty) days after the balance payment is transferred into the coordinator's bank account by the EU executive agency, unless further information or additional documentation are requested by the EU executive agency.

5.3 The beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the action, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution claimed by the consortium and the amount of lumps sums accepted by the EU executive agency at the end of the action there are two possible situations:

- a) The beneficiaries has received an excess payment, that is, the coordinator has transferred as advance payments a higher amount than is due to that beneficiaries that failed to carry out the activities that originate the penalisation. In this case the corresponding excess payment must be transferred by the beneficiaries to the Coordinator within 30 (thirty) days from the reception of the communication;
- b) The amount due in the final payment is lower than the lump sum claimed by the beneficiaries that failed to carry out the activities that originate the reduction in the final payment by the EU executive agency, and in this case, the final payment transferred by the coordinator will be adjusted to the lump sum actually accepted by the EU executive agency.

5.5 The costs of financial transfers shall be borne as following:

- Costs of transfers charged by the bank of the coordinator shall be borne by the coordinator;
- Costs of transfer charged by the bank of a beneficiaries shall be borne by the beneficiaries;
- All costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer

Article 6

Reporting to the EU executive agency

6.1 The coordinator is responsible for submitting in due time to the EU executive agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commits to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of activities and the respective instructions for their completion.

6.3 The beneficiaries shall keep a record of any activity incurred under the project and all proofs and related documents for a period of 5 (five) years after the payment of the final balance under the Grant Agreement. The coordinator may advise the beneficiaries on any item, which cannot be justified in

accordance with the rules set out by the EU executive agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

Article 7 **Budgetary and financial management**

7.1 The Erasmus+ grant will be calculated based on the lump sum contributions broken down by participant and work package as set out in Annex 2 of the Grant Agreement.

7.2 For the implementation of the action, the consortium will apply the principle of "completion of work packages" defined in the Grant Agreement.

7.3 The beneficiaries confirms that it respects the social and labour legislation of its country regarding the costs of staff contributing to the action.

7.4 The beneficiaries is responsible for ensuring adequate insurance arrangements for its staff and students while participating in project activities.

Article 8 **General administrative provisions**

8.1 Any important action related communication between the beneficiaries shall be done in writing and addressed to the appointed project manager of each beneficiaries, as per the details below:

Nr	Partner organization	Contact person's details (name, surname, function, email, phone)
1	Instytut ADN <i>sp.z o.o</i> sp.k (ADN)	Renata Jankowska-Zielińska, Coordinator E-mail: Renata.jankowska-zielinska@adn.pl Phone +48602260211
2	Universita degli Studi di Napoli Federico II (UNINA)	Andrea Mazucchi, Director of department of Humanistic Study E-mail: andrea.mazzucchi@unina.it . Phone: 081-2535559
3	Institut de Haute Formation aux Politiques Communautaires (IHF)	Lorenzo Costantino, Expert E-mail: training@ihfeurope.eu Phone: +32 2 280 27 66
4	University of Customs and Finance (UCF)	Dmytro Treskin, Manager for International Projects E-mail: dmytro.treskin@gmail.com , Phone: +380981054789)
5	Halytsky Applied College named after Vyacheslav Chornovil (HAC)	Nataliia Bazhanova, Deputy Director E-mail: bazhanova_natalia@ukr.net Phone: +380964424185)
6	International Humanitarian University (IHU)	Natalia Melenchuk, Head of the Department of Pedagogy and Psychology E-mail: natmelenchuk0808@gmail.com Phone: +380978802179)
7	Educational And Rehabilitation Institution of Higher Education 'Kamianets-Podilskyi State Institute' (KPSI)	Maryna Voloshchuk, Head of the International relations, communication, innovative scientific work department E-mail: marinabormv@gmail.com Phone: +380977099606)

8.2 Any changes to the above information should be communicated to the coordinator in a timely manner.

Article 9 Decision making and conflict resolution

9.1 The decision making process is based on the principle "one partner, one vote". Each Beneficiaries is represented by its appointed Contact Person. In case of a tie in any voting, the Coordinator shall have an additional casting vote. Decisions are taken –in meetings of teleconferences- when a quorum of at least 2/3 of partners are present or represented.

9.2 Decisions shall be taken by a majority of two-thirds (2/3) of the votes of Members present or represented.

9.3 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 Consortium may exercise a veto with respect to the corresponding decision or relevant part of the decision.

9.4 A Party may veto a decision during the meeting or within 15 (fifteen) calendar days after receipt of the draft minutes of the meeting.

9.5 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.

9.6 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.

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

Article 10 Promotion and visibility

10.1 The coordinator and the beneficiaries shall ensure adequate promotion of the action and commit to playing an active role in any activities organised to capitalise on, exploit / disseminate the results of the action.

10.2 Any notice or publication by the action, including at a conference or a seminar, must specify that the action is being co-financed by EU funds, and must comply with the visibility rules laid down in Article 17 of the Grant Agreement.

Article 11 Confidentiality and data protection

11.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

11.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article 15 of the Grant Agreement.

Article 12 Ownership, property rights and Background

12.1 The ownership of all action results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article 16 of the Grant Agreement.

12.2 Materials already developed and brought in by each of the beneficiaries may be only used within the scope of the action as templates of good practice. Copyrights on such materials shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 13 Liability

13.1 Each of the parties discharge the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

13.2 Each of the parties shall be solely liable for any loss, damage or injury to third parties resulting from the performance of said beneficiaries's obligations by it or on its behalf under this Agreement or from Results or Background.

13.3 A Beneficiaries's aggregate liability towards the other Beneficiaries collectively shall be limited to the Beneficiaries's share of the total costs of the Action as identified in the Data Sheet of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

Article 14 Conflict of interest

14.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest, which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

14.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiaries in cause shall undertake to take all necessary measures to rectify this situation at once.

14.3 The coordinator will decide if it is deemed necessary to inform the EU executive agency as provided for in Article 12 of the Grant Agreement.

Article 15 Working languages

15.1 The working language of the consortium shall be English¹.

15.2 Both parties commit to allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 16 Applicable law and jurisdiction

¹ The working language must be understood and spoken by all parties involved in the consortium.

16.1 This Agreement is governed by the Polish law, being the law of the coordinator's country.

16.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided by courts of Warsaw that shall have exclusive jurisdiction.

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

Article 17 Termination of the Agreement

17.1 In the event that the beneficiaries fails to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate its participation in the project, subject to the decision of the consortium, upon formal written authorisation by the EU executive agency.

17.2 The coordinator shall notify the beneficiaries in cause by registered letter. The beneficiaries has one month to supply all relevant information to appeal the decision.

Article 18 Force Majeure

18.1 If either party faces a case of *force majeure* (as per defined in article 35 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 19 Amendments

19.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised project legal signatories of both parties. No oral agreement may bind the parties to this effect.

19.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 20 Annexes

Annex I – Budget breakdown per partner.

Annex II – Internal disbursement scheme

Annex III – List of supporting documents requested for internal reporting

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator (1)

ADN

The project legal signatory

Łukasz Pierścionek
President of the Board

Signature


Łukasz Pierścionek

Prezes Zarządu

Done in Warsaw

Date 26/12/2024

INSTYTUT ADN
spółka z ograniczoną odpowiedzialnością
spółka komandytowa
ul. Grzybowska 56, 00-844 Warszawa
NIP: 7010088170, REGON: 141122981
KRS: 0000288782 (25)

For the Beneficiaries (2)

UNINA

The project legal signatory

Andrea Mazucchi
Director of Department of Humanistic Study

Signature

Done in Napoli

Date 26/12/2024

For the Beneficiaries (3)

IHF

The project legal signatory

Ron Weerdmeester,
President

Signature


Institut de Haute Formation
aux Politiques Communautaires asbl
Sq. Maurice Wiser 19 1040 Bruxelles

Done in Brussels

Date 26/12/2024]

For the Beneficiaries (4)

UCF

The project legal signatory

Dmytro Bocharov
Rector

Signature

Done in Dnipro

Date 26/12/2024



For the Beneficiaries (5)

HAC

The project legal signatory

Mariia Babiuk
Director

Signature

Done in Ternopil
Date 26/12/2024



For the Beneficiaries (6)

IHU

The project legal signatory

Kostiantyn Hromovenko
Rector

Signature

Done in Odessa
Date 26/12/2024



For the Beneficiaries (6)

KPSI

The project legal signatory

Marian Tripak
Rector

Signature

Done in Kamianets-Podilskyi
Date 26/12/2024



ANNEX I

Budget breakdown per partner

N°	Role	Short name	Legal name	Country	PIC	Max grant amount (EUR)
1	COO	AND	Instytut ADN <i>sp.z o.o</i> sp.k	PL	878494372	65 230.67
2	BEN	UNINA	Universita degli Studi di Napoli Federico II	IT	999976590	62 188.00
3	BEN	IHF	Institut de Haute Formation aux Politiques Communautaires	BE	941923545	60 459.00
4	BEN	UCF	University of Customs and Finance	UA	923192845	58 003.00
5	BEN	HAC	Halytsky applied College named after Vyacheslav Chornovil	UA	904740438	48 324.00
6	BEN	IHU	International Humanitarian University	UA	882949873	50 524.00
7	BEN	KPSI	Educational And Rehabilitation Institution of Higher Education 'Kamianets-Podilskyi State Institute'	UA	888177300	48 421.00
Total						393 149.67

Internal disbursement scheme

NIB	NAME	Country	TOT Budget	Initial prefinancing*	Upon signature of CA - advance	Rep I	Rep II	Rep III	Additional prefinancing**	Rep IV	Rep V	Rep VI	Balance***
						M 1-6	M 7-12	M 13-18	40% of total	M 19-24	M 25-30	M 31-36	
P1	ADN	PL	65,230,67	26,097,27	4,000,00	7,827,68	6,436,93	7,827,68	26,097,27	7,827,68	10,436,93	7,827,68	13,046,13
P2	UNINA	IT	62,189,00	24,875,20	4,000,00	7,462,56	5,950,08	7,462,56	24,875,20	7,462,56	9,950,08	7,462,56	12,437,60
P3	IBF	BE	60,459,00	24,183,60	4,000,00	7,255,08	5,873,44	7,255,08	24,183,60	7,255,08	9,673,44	7,255,08	12,091,80
P4	UCF	UA	58,003,00	23,201,20	9,000,00	1,966,36	5,290,48	6,966,36	23,201,20	6,966,36	9,280,48	6,966,36	11,600,60
P5	BAC	UA	48,324,00	19,329,60	4,000,00	5,798,88	3,731,84	5,798,88	19,329,60	5,798,88	7,731,84	5,798,88	9,664,80
P6	BHU	UA	50,524,00	20,209,60	4,000,00	6,062,88	4,083,84	6,062,88	20,209,60	6,062,88	8,083,84	6,062,88	10,104,80
P7	KPSI	UA	45,421,00	19,368,40	4,000,00	5,810,52	3,747,36	5,810,52	19,368,40	5,810,52	7,747,36	5,810,52	9,684,20
TOT		TOT	593,149,67	157,259,87									78,629,93

INITIAL PREFINANCING: 40% of the total grant transferred by the IC to the Coordinator in Q1 2023


**ADDITIONAL PREFINANCING: 40% of the total grant transferred by the IC to the Coordinator in Q2 2023

***BALANCE: 20% balance will be disbursed to partners upon payment from the IC, expected in Q1 2028





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