

CREW
CONSORTIUM AGREEMENT

Table of Contents

- Section 1: Definitions 5**
 - 1.1. Definitions 5
 - 1.2. Additional Definitions 5
- Section 2: Purpose 8**
 - 3.1. Entry into force 8
 - 3.2. Duration and termination 9
 - 3.3. Survival of rights and obligations 9
- Section 4: Responsibilities of Parties 9**
 - 4.1. General principles 9
 - 4.2. Breach 10
 - 4.3. Involvement of third parties 10
- Section 5: Liability towards each other 10**
 - 5.1. No warranties 10
 - 5.2. Limitations of contractual liability 11
 - 5.3. Damage caused to third parties 11
 - 5.4. Force Majeure 11
 - 6.1. General structure 12
 - 6.2. Members 12
 - 6.3. Operational procedures for the Steering Committee 13
 - 6.3.1. Representation in meetings 13
 - 6.3.2. Preparation and organisation of meetings 13
 - 6.3.3. Voting Rules and quorum 14
 - 6.3.4. Minutes of meetings 14
 - 6.3.5. Decisions of the Steering Committee 15
 - 6.4. Coordinator 16
- Section 7: Financial provisions 16**
 - 7.1. General Principles 16
 - 7.1.1. Distribution of Financial Contribution 16
 - 7.1.2. Justifying Costs 17
 - 7.1.3. Funding Principles 17
 - 7.1.4. Financial Consequences of the termination of the participation of a Party 18
 - 7.2. Budgeting 18
 - 7.3. Payments 18

- Section 8: Foreground19**
- 8.2. Transfer of Foreground 21**
- 8.3. Dissemination 21**
- 8.3.1. Publication..... 21
- 8.3.2. Publication of another Party’s Foreground, Sideground or Background 22
- 8.3.3. Cooperation obligations..... 22
- 8.3.4. Use of names, logos or trademarks 23
- Section 9: Access Rights23**
- 9.1. Background and Sideground covered 23**
- 9.2. General Principles..... 23**
- 9.3. Access Rights for implementation..... 24**
- 9.4. Access Rights for Use..... 25**
- 9.5. Access Rights for Affiliated Entities..... 25**
- 9.6. Additional Access Rights 26**
- 9.7. Access Rights for Parties entering or leaving the Consortium..... 26**
- 9.7.1. New partner(s) entering the Consortium..... 26
- 9.7.2. Parties leaving the Consortium..... 26
- 9.8. Specific Provisions for Access Rights to Software 27**
- Section 10: Non-disclosure of information30**
- Section 11: Miscellaneous32**
- 11.1. Annexes, inconsistencies and severability 32**
- 11.2. No representation, partnership or agency 33**
- 11.3. Notices and other communication 33**
- 11.4. Assignment and amendments..... 33**
- 11.5. Mandatory national law 34**
- 11.6. Language 34**
- 11.8. Settlement of disputes..... 34**
- Section 12: Signatures35**

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007, hereinafter referred to as Annex II of the EC-GA, and is made

BETWEEN:

- INTERDISCIPLINARY INSTITUTE FOR BROADBAND TECHNOLOGY VZW (IBBT) established in Gaston Crommenlaan 8 bus 102, 9050 Gent – Belgium, Register of Legal Entities VAT BE 0866.386.380 represented for the purposes of signature of the agreement by Mr. Wim De Waele, General Manager, or his authorised representative, hereinafter referred to as “the Coordinator” or “IBBT”;
- INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM VZW (IMEC)
- THE PROVOST FELLOWS & SCHOLARS OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN (TCD)
- TECHNISCHE UNIVERSITAET BERLIN (TUB)
- TECHNISCHE UNIVERSITAET DRESDEN (TUD)
- THALES COMMUNICATIONS AND SECURITY SA (TCS)
- EADS DEUTSCHLAND GMBH (EADS Innovation Works Germany) (EADS)
- Jožef Stefan Institute (JSI)

hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the Project entitled “**COGNITIVE RADIO EXPERIMENTATION WORLD**”

in short “**CREW**”,
hereinafter referred to as “Project”

WHEREAS IBBT, IMEC, TCD, TUB, TUD, TCS and EADS, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of “Collaborative Project”.

WHEREAS IBBT, IMEC, TCD, TUB, TUD, TCS EADS and JSI wish to attract external experimenters who will temporarily use the available CREW facilities for experimental validation or experimental performance analysis in the field of cognitive radio and cognitive networking and have organized an open call.

WHEREAS IBBT, IMEC, TCD, TUB, TUD, TCS EADS and JSI wish to update the Consortium Agreement to reflect the current situation (i.e. introduction of new party JSI and temporary experimenters) in accordance with the terms and conditions detailed hereunder.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1. Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

1.2. Additional Definitions

“Affiliated Entity”

Affiliated Entity means any legal entity listed in Annex 4 hereto and which is directly or indirectly owned or controlled by or owning or controlling or under the same ownership or control as any of the Parties.

Ownership or control exists through the direct or indirect:

- ownership of more than 50% of the nominal value of the issued equity share capital, or
- ownership of more than 50% of the shares entitling the holders either to vote for the election of directors or persons performing similar functions or to the right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote, or

- ownership of 50% or more of the shares and the right to control management or operation of the company through contractual provisions.

Ownership or control by public investment corporations, institutional investors or venture-capital companies, funds, and public bodies shall not, in itself, constitute a relationship as an Affiliated Entity.

Ownership or supervision by the same public body shall not, in itself, constitute a relationship as an Affiliated Entity.

The legal entities listed in Annex 4 shall be deemed Affiliated Entity only as long as the above defined ownership or control lasts.

It is also agreed by the Parties that any legal entity shall no more be regarded as an Affiliated Entity where there has been a change in the ownership or control of the Party unless the Parties mutually agree otherwise and subject also to the Commission having been provided with the details of the change, in accordance with the Commission Grant Agreement rules, Annex II General Conditions – Part A, Section 1, Article II.3, (f), and Article II.38 (h) and having indicated in writing that the Commission does not intend to terminate the Grant Agreement in accordance with said Article.

“Consortium”

Consortium means the collaborative research grouping of the Parties for the performance of the Project that is constituted by the Consortium Agreement.

“Consortium Plan”

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the Steering Committee.

“Consortium Body”

Consortium Body means one of the consortium bodies as further defined in Article 6.1.

“Consortium Budget”

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

“Defaulting Party”

Defaulting Party means a Party that the Steering Committee has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 4.2 of this Consortium Agreement.

“Effective Date”

Effective Date means July 1st, 2011.

“Fair and Reasonable”

Fair and Reasonable means, in addition and in complement to the definition given in the Grant Agreement (GA II.1.6), a set of terms and conditions applying to a licence fee, royalty or other payment to be made hereunder that is fair to all Parties involved in the transaction taking account of the level of contribution to the invention or right which is subject to the payment, the financial contribution of the Parties to the Consortium, potential use of any Party’s Background, prevailing market conditions, and will also take account of each Party’s internal accounting structures.

“FIRE Users”

During the duration of the Project, external experimenters may participate in the Project via “Open Calls”. These external experimenters will join the Project in order to make use of the CREW test facilities to validate innovative usage scenarios for cognitive radio & cognitive networking and to drive additional functionality of the federated testbed through feedback and recommendations on their experimental results and use of the CREW test facilities. The accession to the Consortium Agreement shall be acted by the signature of the Declaration of Accession by such external experimenter and the Coordinator. Such accession shall have effect as from the date identified in the Declaration of Accession.

“Needed”

Needed means:

- For the implementation of the Project:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.
- For Use of own Foreground:
Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

“Open Call”

During the term of the Project two open calls to attract external experimenters to the CREW facilities will be organized as is further detailed on the website <http://www.crew-project.eu/opencallinfo>.

“Parties”

Parties means the party(ies) identified as such in, and having signed, this Consortium Agreement or a subsequent Declaration of Accession.

“Research Group(s)”

Research Group(s) means the different universities whose research groups are engaged by IBBT to carry out specific tasks or undertakings on behalf of and for account of IBBT. The terms and conditions applicable to Affiliated Entities are applicable to the extent detailed in the CA to IBBT Research Groups.

“Project Share”

Project Share means for each Party, that Party’s share of the total cost of the Project as set out in the Grant Agreement, unless otherwise agreed by all Parties.

“Sideground”

Sideground means information other than Foreground held by a Party after entering into the Grant Agreement, as well as copyright or other IPR’s pertaining to such information, the application for which has been filed after the accession to the Grant Agreement, and which is introduced into the Project by that Party for use in execution of the Project.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1. Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

A new Party enters the Consortium Agreement upon signature of the accession document Annex 3 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2. Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the EC-GA (Article II.37. and II.38.).

If the Commission does not award the EC-GA or terminates the EC-GA or a Party's participation in the EC-GA, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Consortium Agreement.

3.3. Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1. General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the EC-GA and

this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by the Consortium Body or by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties, however, subject to article 5.1 of the Consortium Agreement.

4.2. Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a Party producing poor quality work), the Coordinator will give written notice to such Party requiring that such breach be remedied within 30 calendar days from the date of notification.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3. Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities and Research group(s)) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the EC-GA. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the EC-GA.

Section 5: Liability towards each other

5.1. No warranties

In respect of any information or materials (incl. Foreground, Sideground and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2. Limitations of contractual liability

To the extent permitted by mandatory law, no Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by gross negligence.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's Project Share as identified in Annex I of the EC-GA.

In no event can the Parties be held jointly and severally liable in respect of the Project

5.3. Damage caused to third parties

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

5.4. Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

5.5. Sole Responsibility

Each Party undertakes to perform its work at its own risk and under its sole liability and shall support all consequences in compliance with the provisions hereunder.

Section 6: Governance Structure

6.1. General structure

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

The Steering Committee is the decision making body of the Consortium.

The Coordinator is the legal entity acting as the intermediary between the Parties and the European Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the EC-GA and this Consortium Agreement.

The Project Board and the Task Leaders are responsible for the follow-up of the Project.

The Central Project Office assists the Steering Committee and the Coordinator.

6.2. Members

The Steering Committee 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 the matters falling within the jurisdiction of the Steering Committee in accordance with the terms and conditions provided in article 6.3 of this Consortium Agreement.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

The Parties agree to abide by all decisions of the Steering Committee.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.

6.3. Operational procedures for the Steering Committee

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; 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 Steering Committee at least once every six months and shall also convene extraordinary meetings at any time upon written request of the majority of the Steering Committee.

6.3.2.2. Notice of a Meeting:

The Chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than fourteen (14) calendar days preceding an ordinary meeting and seven (7) calendar days preceding an extraordinary meeting.

6.3.2.3. Sending the agenda:

The chairperson shall send each Member a written original agenda no later than fourteen (14) calendar days preceding the meeting, or seven (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 notification to all of the other Members no later than seven (7) calendar days preceding the meeting.

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

6.3.2.5. Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Members (see article 6.3.3. of this Consortium Agreement).

6.3.2.6. Meetings of the Steering Committee may also be held by teleconference or other telecommunications means.

6.3.2.7. Decisions will only be binding once the relevant party of the minutes has been accepted accordingly to Article 6.3.4 of this Consortium Agreement.

6.3.3. Voting Rules and quorum

6.3.3.1. The Steering Committee shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

6.3.3.2. IBBT, IMEC, TCD, TUB, TUD, TCS, EADS and JSI shall have one (1) vote. The FIRE Users have no right to vote provided but they may veto a decision which impacts on the FIRE User's work package, time for performance, costs or liabilities or (if applicable) intellectual property rights . Such veto shall be duly justified. A FIRE User that is established to be a Defaulting Party in accordance with the terms and conditions provided in this Consortium Agreement may not veto any decision.

6.3.3.3. Defaulting Parties may not vote with regard to the decision whether or not a Party is considered to be a Defaulting Party and no FIRE User may vote with regard to any and all decisions that have no implication for the FIRE User (as detailed in article 6.3.3.2 above).

6.3.3.4. Decisions shall be taken unanimously by the Members present or represented.

6.3.4. Minutes of meetings

6.3.4.1. The chairperson of the Steering Committee shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within fifteen (15) calendar days of the meeting.

6.3.4.2. The minutes shall be considered as accepted if, within fifteen (15) calendar days from receipt of such minutes, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.3.4.3. The chairperson of the Steering Committee shall send the accepted minutes to all the Members of the Steering Committee and to the Coordinator, who shall safeguard them.

6.3.5. Decisions of the Steering Committee

The Steering Committee 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 decision shall be taken by the Steering Committee:

Content, finances and intellectual property rights

- proposals for changes to Annex 1 of the EC-GA to be agreed by the European Commission;
- changes to the Consortium Plan (including the Consortium Budget);
- withdrawals from Annex 1 (Background included);
- additions to Annex 4 (Listed Affiliated Entities);
- additions to Annex 5 (list of third parties).

Evolution of the consortium

- Entry of a new Party to the Consortium and approval of the settlement on the conditions of accession of such a new Party;
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal;
- 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 European Commission for a change of the Coordinator;
- Proposal to the European Commission for suspension of all or part of the Project;
- Proposal to the European Commission for termination of the Project and the Consortium Agreement.

6.3.6. Appointments

In the case of abolished tasks as a result of a decision of the Steering Committee, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4. Coordinator

6.4.1. The Coordinator shall be the intermediary between the Parties and the European Commission and shall perform all tasks assigned to it as described in the EC-GA and in this Consortium Agreement.

6.4.2. In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of the Members and other contact persons updated and available;
- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the European Commission and Steering Committee;
- preparing the meetings, proposing decisions and preparing the agenda of Steering Committee 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;
- administering the Community financial contribution and fulfilling the financial tasks described in article 7.3;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.3. If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the European Commission 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.

6.4.5. The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the EC-GA.

Section 7: Financial provisions

7.1. General Principles

7.1.1. Distribution of Financial Contribution

The Community contribution to the Project shall be distributed by the Coordinator according to:

- the Consortium Budget as included in the Consortium Plan
- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.3.

As described in the Consortium Plan, part of the Consortium Budget has to be reserved for specific purposes as detailed hereunder:

- eight hundred thirty nine thousand nine hundred fifty two euro (839 952 €), is allocated to the demand driven extensions of Work Package 5 and corresponding dissemination in Work Package 8. This budget is temporary parked at IBBT. The budget will be assigned to the CREW Consortium, based on the type of extensions and based on the experience of the Parties. The final discussion on demand-driven extensions and corresponding budget allocation will be decided in consensus by the project Steering Committee.
- eight hundred thirty nine thousand nine hundred fifty two euro (839 952 €), is allocated to external test cases of Work Package 7 and corresponding dissemination in Work Package 8. External test cases will be defined by the FIRE Users as a result from the open calls for experimentation. The budget for external test cases is temporary parked at TCS. The budget will be distributed to the FIRE Users. The final decision on FIRE Users and corresponding budget allocation will be decided in consensus by the Steering Committee and after agreement with the Project Officer.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

7.1.2. Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the European Commission. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the European Commission.

7.1.3. Funding Principles

A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that Party's Project Share.

7.1.4 Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund advances paid to it except the amount of contribution accepted by the European Commission. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Parties in order to perform its and their tasks.

7.2. Budgeting

The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.2.1. Budgeting of coordination costs

Costs of coordination of research which are not allowed as management cost according to Annex II of the EC-GA (EC-GA Article II.16.5) have to be budgeted separately.

7.3. Payments

7.3.1. Parties (excluding FIRE Users)

7.3.1.1. Payments to Parties, excluding the FIRE Users, are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.1.2. The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

All payments shall be made in accordance with the principles and modalities described in Article II.6 of Annex II of the EC-GA and without undue delay by the Coordinator after receipt of funds from the European Commission, and shall be consistent with the accepted decisions of the Steering Committee on the Consortium Budget, which includes the payment schedule.

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 EC-GA 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.

7.3.2. FIRE Users

For FIRE Users the payment conditions differ from the other Parties as follows:

The Parties agree that the Community's financial contribution dedicated to FIRE Users shall be timely distributed as follows:

- pre-financing amount of maximum 226.787,00 euro; and
- remaining Community's financial contribution upon the validation by the Steering Committee of the final report of each FIRE User concerned and such FIRE User's signed final cost statement.

Payments to the FIRE User(s) will be made by TCS within thirty (30) days after receipt of the funds from the European Commission in accordance with the rules detailed here-above and with the accepted decisions of the Steering Committee on the Consortium Budget. The FIRE Users shall provide the banking details to TCS in order for TCS to perform the payment obligations as detailed hereunder TCS is entitled to withhold any payments due to a FIRE User identified by the Steering Committee to be in breach of its obligations under this Consortium Agreement or the EC-GA. TCS is entitled to recover any payments already paid to a FIRE User that is considered to be a Defaulting Party.

Section 8: Foreground

8.1 Ownership of Foreground

FIRE Users are not affected by the terms and conditions provided under article 8.1 since a FIRE User is not expected to generate Foreground under the Project. Nevertheless, if a FIRE User is able to prove that the FIRE User has contributed to Foreground resulting from the Project, it remains advisable for such FIRE User to reach a specific written agreement as soon as possible before the generation of the solely or jointly owned Foreground with the Parties concerned in order to fix the terms and conditions of the ownership of the Foreground concerned.

Regarding Foreground generated by the Parties excluding the FIRE Users, EC-GA Article II.26. - Article II.29. shall apply with the following additions:

8.1.1. Own Foreground

Each Party is the sole owner of the Foreground it creates independently.

8.1.2 Joint Foreground

For the avoidance of doubt, unless otherwise agreed in writing between the joint owners (as defined below), this Article 8.1.2 shall detail and complete the default provisions of Article II.26.2 of the Grant Agreement and shall apply as an established agreement between the joint owners as mentioned in the same Article II.26.2 of the Grant Agreement. However, the joint owners shall in all cases be at liberty to agree in writing something different to this Article 8.1.2, so long as such different agreement does not prejudice the Access Rights or other rights of the other Parties. Subject to any different agreement between the joint owners, the following shall apply:

If the Foreground was conceived jointly by multiple Parties, it is owned jointly by such Parties. In case of joint ownership of Foreground, each of the joint owners shall be entitled to use the joint Foreground as it sees fit, and to grant non-exclusive licenses to third parties, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

The Parties jointly conceiving the Foreground will jointly protect it where appropriate (hereinafter, regardless the nature of the Foreground's Intellectual Property right, "to patent"). In the event that at least one Party is ready to patent the joint Foreground and/or share the patenting costs, each other Party, which is not willing to patent the joint Foreground and/or share the patenting costs, shall waive its ownership claims to the Foreground in favour of the patenting Parties.

Patenting Party(ies) shall name the individual authors/inventors, including those from the non-patenting Parties, in the patent disclosure; the Party employing the particular author/inventor is responsible for the assignment of their right to the patent, if any, to the patenting Party(ies). However, the joint owners will retain the right to use the joint Foreground for research purposes (internal and with third parties) only without the consent of and without accounting to any other joint owner.

8.2. Transfer of Foreground

8.2.1. Each Party, excluding FIRE Users, may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 27.

In addition, each Party may assign ownership of its own Foreground (including without limitation its share in Foreground that it owns jointly with another Party or Parties, and all rights and obligations attaching to it) to any of its Affiliates, to any other assignee in cases of transfer of activity, merger or acquisition, or to another third party identified in Annex 6 to this CA, without prior notification to the other Parties.

However, each assignor shall inform the other Parties about the assignee of such transfer within a reasonable period of time. Additionally, each assignor shall ensure that such assignment does not prejudice such rights of the other Parties or their Affiliates. This may be done, for example, (i) by effecting such assignment subject to a licence back to the assigning Party that is sufficient for the assigning Party to grant to the other Parties and their Affiliates such Access Rights, or (ii) by the assigning Party obtaining from the assignee of the Foreground legally binding undertakings (that can be enforced by the other Parties and their Affiliates) to grant such Access Rights.

8.2.2. The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 (forty-five) days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

8.3. Dissemination

8.3.1. Publication

8.3.1.1. Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions.

Prior notice of any planned publication shall be made to the Coordinator forty-five (45) calendar days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2. An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests in relation to Foreground, Sideground or Background are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground, Sideground or Background is adversely affected.

The objection has to include a precise request for necessary modifications.

8.3.1.3. If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. However, the total maximum time for delay of a publication is ninety (90) calendar days.

8.3.2. Publication of another Party's Foreground, Sideground or Background

For the avoidance of doubt, a Party shall not publish Foreground, Sideground or Background of another Party, even if such Foreground, Sideground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3. Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground, Sideground or Background. However, confidentiality and publication clauses have to be respected.

8.3.4. Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Section 9: Access Rights

9.1. Background and Sideground covered

9.1.1. The Parties shall identify in the Annex 1 the Background and/or Sideground to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the EC-GA. Such identification may be done by e.g. subject matter and possibly in addition by naming a specific department of a Party

9.1.2. The owning Party may add further Background and/or Sideground to Annex 1 during the Project by written notice.

However, only the Steering Committee can permit a Party to withdraw any of its Background and/or Sideground from Annex 1.

9.1.3. The Parties agree that all Background and/or Sideground not listed in Annex 1 shall be explicitly excluded from Access Rights. The Parties agree, however, to negotiate in good faith additions to Annex 1 if a Party asks them to do so and those are Needed and as far as the owning Party is contractually free to do so.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background and/or Sideground to Annex 1.

9.1.4. In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in Annex 2. The owning Party may withdraw any of its Background from Annex 2 during the Project by written notice. However, only the Steering Committee can permit a Party to add Background to Annex 2.

9.2. General Principles

9.2.1. Each Party shall take appropriate measures to ensure that it can grant Access Rights and fulfil the obligations under the Grant Agreement and this Consortium Agreement

notwithstanding any rights of its employees, or any person it assigns or engages to perform its own Work Package for the Project. Without prejudice to what is stated elsewhere in this Consortium Agreement. Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2. As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background and/or Sideground or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

9.2.3. If the Steering Committee considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

9.2.4. Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

9.2.5. Foreground, Sideground and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6. All requests for Access Rights shall be made in writing unless otherwise expressly provided herein.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7. The requesting Party must show that the Access Rights are Needed.

9.3. Access Rights for implementation

Access Rights to Foreground, Sideground and Background Needed for the performance of the own work of a Party that is not considered to be a FIRE User under the Project are hereby granted on a royalty-free basis.

Access Rights to Foreground, Sideground and Background Needed for the performance of the own work of a FIRE User under the Project shall be granted on a royalty-free basis. In such case, the FIRE User will provide a written request to the Party concerned describing in detail the Foreground, Sideground and Background Needed and the granting of such Access Rights is conditional upon the execution of a written agreement ensuring that these Access Rights will be used only by the FIRE User for the intended purpose and that appropriate confidentiality obligations are in place.

9.4. Access Rights for Use

9.4.1. Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on Fair and Reasonable conditions.

Access rights for internal research activities shall be granted on a royalty-free basis

9.4.2. A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Art. 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.4.3. Access Rights to Background and Sideground if Needed for Use of a Party's own Foreground shall be granted on Fair and Reasonable conditions.

9.5. Access Rights for Affiliated Entities

Each Party hereby agrees to grant Access Rights to all Affiliated Entities to the other Parties as if such Affiliated Entities were parties hereto, provided all such Affiliated Entities fulfil all confidentiality and other obligations of the Parties under the Grant Agreement and under this Consortium Agreement.

Upon the date of cessation of an Affiliated Entity to meet all criteria defined in section 1 of this Consortium Agreement, all Access Rights granted to such Affiliated Entity in respect of Foreground or Background shall lapse, provided however, that, except as otherwise agreed by the relevant Parties, any Foreground which has been incorporated into the products or services of said Affiliated Entity or which has been amalgamated with said Affiliated Entity's own

information may continue to be used (exclusively in the manner it was used upon such date) by said Affiliated Entity under a non exclusive license agreement to be negotiated with the relevant Party(ies), upon such ex Affiliated Entity's written request, provided however that no legitimate interests of such Party(ies) oppose the grant of such licenses.

All Access Rights granted by such Affiliated Entity hereunder shall continue in full force and effect.

9.6. Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the EC-GA or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7. Access Rights for Parties entering or leaving the Consortium

9.7.1. New partner(s) entering the Consortium

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

9.7.2. Parties leaving the Consortium

9.7.2.1. Access Rights granted to a leaving Party

9.7.2.1.1. Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Steering Committee to terminate its participation in the Consortium.

9.7.2.1.2. Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Art. 9.4.2.

9.7.2.2. Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project. It is hereby expressly recognized and accepted by the FIRE User that the term of the Project is not limited to the term of such FIRE User's participation in the Project. Consequently, each FIRE User undertakes to grant Access Rights pursuant to the EC-GA and this Consortium Agreement during a period of five (5) years as from the date of its accession to the Project.

9.8. Specific Provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”

means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled Licence Terms" means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work (“Work”) and/or of any work that is a modified version of or is a derivative work of such Work (in each case, “Derivative Work”) be subject, in whole or in part, to one or more of the following:

(where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;

that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;

that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in (a) to (c) is not a Controlled Licence (and so is an Uncontrolled Licence).

“Object Code” means software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

“Software Documentation” means software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a software programme.

“Source Code” means software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2. General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Article 9.8.

Parties’ Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the General Assembly to implement such introduction into the Consortium Plan.

9.8.3. Access to Software

Access Rights to Software which is Foreground shall comprise:

Access to the Object Code; and,

where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,
if a Party can show that the execution of its tasks under the Project or the Use of its own Foreground is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Foreground - Rights of a Party

Where a Party has Access Rights to Object Code and/or API which is Foreground for Use, such Access shall, in addition to the access for Use foreseen in Article 9.4, as far as Needed for the Use of the Party's own Foreground, comprise the right:

- to make an unlimited number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or part of or in connection with products or services of the Party having the Access Rights; provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to use Object Code and API for its own Foreground.

If it is intended to use the services of a third party for the purposes of this Article 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Article 9.2 of this Consortium Agreement.

9.8.4.1.2 Foreground - Rights to grant sublicences to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Use of the Party's own Foreground, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Council Directive of 14 May 1991 on the legal protection of computer programs (91/250/EEC).

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API which is Background for Use, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Foreground - Rights of a Party

Where, in accordance with Article 9.8.3, a Party has Access Rights to Source Code which is Foreground for Use, Access Rights to such Source Code, as far as Needed for the Use of the Party's own Foreground, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Article 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Article 9.2 of this Consortium Agreement.

9.8.4.2.2 Foreground – Rights to grant sublicences to end-users

In addition, Access Rights, as far as Needed for the Use of the Party's own Foreground, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code which is Background for Use, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Article 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

Section 10: Non-disclosure of information

10.1. All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation, and which has been explicitly marked as "confidential" or the like, or when disclosed orally, has been identified as confidential at the time of disclosure and has been

confirmed and designated in writing within fifteen (15) days at the latest as confidential information by the Disclosing Party, is “Confidential Information”, will be treated as such by all Parties.

10.2. The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

10.3. The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, Affiliated Entities, Research group(s) and subcontractors and shall ensure that their employees, Affiliated Entities, Research group(s) and subcontractors remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the Project.

10.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Confidential Information was disclosed in order to comply with applicable laws or regulations or with a court or administrative order;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;

- the Confidential Information, at any time, was developed in good faith by the employees of the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure.

10.5. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8. The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1. Annexes, inconsistencies and severability

This Consortium Agreement consists of this core text and

Annex 1 (Background and Sideground included)

Annex 2 (Background and Sideground excluded)

Annex 3 (Accession document)

Annex 4 (Listed Affiliated Entities)

Annex 5 (list of Parties and other contact persons)

Annex 6 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)

This Consortium Agreement and EC-GA represent the entire understanding between the Parties relating to the subject matter hereof and supersedes all proposals or prior agreements relating to the subject matter of this Agreement. In case the terms of this Consortium Agreement

are in conflict with the terms of the EC-GA, the terms of the latter shall prevail. In case of conflicts between the Annexes and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

11.2. No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3. Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of Members and other contact persons in Annex 5.

Formal notices:

If it is required in this Consortium Agreement (Article. 9.7.2.1.1 and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

11.4. Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Such consent shall not be unreasonably withheld to an Affiliated Entity of the assigning Party.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.5 require a written amendment duly signed by all Parties.

11.5. Mandatory national law

The Parties recognize that at the time of signature of this Consortium Agreement, nothing in this Consortium Agreement requires a Party to breach any mandatory national law under which the Party is operating. To the extent any future mandatory law forbids or restricts any of the activities contemplated hereunder, the Parties agree to inform each other and discuss about the consequences thereof

11.6. Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.7. Applicable law

This Consortium Agreement and all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of Belgium.

11.8. Settlement of disputes

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

Section 12: Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in accession forms the day and year first above written.

ANNEX 1

Background and/or Sideground included

FOR IBBT:

Background

- IBBT w-iLab.t testlab including supporting software tools (control and management framework, visualizer, analyzer) and in-house developed hardware (environment emulator, RM090 sensor node)

Sideground

- integration of IBBT w.iLab.t control and management framework with OMF (cOntrol and Management Framework, see <http://omf.mytestbed.net/wiki/omf/>), parallel development in FP7 OpenLab
- Software & hardware tools to support mobile nodes in IBBT w-iLab.t, parallel development in FP7 OpenLab
- cooperative and cognitive network solutions for coexistence of heterogeneous technologies in ISM licensed band (a. o. negotiation-based negotiation, interference avoidance strategies, joint routing, cognitive MAC strategies...), parallel development in national projects SBO SymbioNets, IBBT ISBO NG-WiNeTs and FP7 CONSERN

FOR TUD: none

ANNEX 2

Background and/or Sideground excluded

FOR TUD:

Technische Universität Dresden excludes all Background and Sideground developed by research groups or research departments of the University other than those directly involved in carrying out the Project (Vodafone Chair Mobile Communications Systems). Furthermore, all Background and Sideground (including Software) as a result of commissioned research and as a result of cooperation agreements and/or which are legally bound by contract, is excluded. For the avoidance of doubt, Source Code From third parties, to which Technische Universität Dresden has received or will receive Access Rights and which is legally bound, is excluded. In addition, results (Background as well as Sideground) of the TUD research project EASY-C are excluded from obligations to Grant Access Rights.

FOR TUB:

Technische Universität Berlin on behalf of Telecommunications Network Group excludes all background of all its institutes that are not participating in the CREW Project. It further excludes all background of its Telecommunication Network Group that is not related to the Project.

FOR IMEC:

- Iterative sensing algorithm, priority date 15-3-2010
- Method and device for resolving network contention, priority date 1-4-2009
- Method for configuring multi-channel communications, US 20080317062 (and other counter parts)
- Network of RF transmitters, priority date 24-7-2009
- Access method for body area networks, priority date 29-1-2009
- Cobra interconnect, priority date 9-11-2009
- Digital front-end circuit and method for using the same, priority date 18-2-2010
- Method for optimized wordlength refinement WO 2009 109395
- Programmable device for software defined radio terminal WO 2008 154963
- Digital receiver for reactive radio EP 2033327 (and other counter parts)
- Method for wireless communication EP 1722501 (and other counter parts)

For JSI:

Jozef Stefan Institute excludes all Background and Sideground developed by research departments and research groups of the Institute other than those directly involved in carrying out the Project (Department of Communication Systems, Telecommunication Systems group). It further excludes the following background:

- Iterative localization techniques, priority date 28-06-2010
- A method for self organizing network operation, priority date 30-06-2010
- Method and Apparatus for Short Range Quantum Key Distribution, priority date 28-12-2010

ANNEX 3

Declaration of Accession

.....,, represented for the purpose hereof by, *or his authorised representative established in* acting as its legal authorised representative, hereby consents to become a Party to the CA N° **258301** (relating to Project **Cognitive Radio Experimentation World - CREW**) and accepts all the rights and obligations of a Party.

Done in 2 copies, of which one shall be kept by the Coordinator and one by

Name of Legal Entity

Name of legally authorised representative

Title of legally authorised representative

Signature of legally authorised representative

Date

Name of Legal Entity **INTERDISCIPLINARY INSTITUTE FOR BROADBAND TECHNOLOGY (IBBT)**

Name of legally authorised representative **Mr. Wim De Waele**

Title of legally authorised representative **Chief Executive Officer**

Signature of legally authorised representative

Date

ANNEX 4

Listed Affiliated Entities

FOR IMEC

The following connected entities of INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM VZW, will be considered as Affiliate Entities for the purpose of the EC-GA:

IMEC International, stichting van openbaar nut (Belgium)
Stichting IMEC Nederland (The Netherlands)
IMEC Taiwan Co.
IMEC Microelectronics (Shanghai) Co. Ltd.

FOR TCS

THALES , 45 rue de Villiers – 92200 Neuilly Sur Seine, France

FOR EADS

EADS Division	Related Companies
Headquarters	EADS France S.A.S.
	EADS Deutschland GmbH
	EADS UK Ltd
	EADS Construcciones Aeronauticas S.A. (EADS CASA)
	EADS Sogerma SAS
Airbus	Airbus Operations S.A.S.
	Airbus Operations GmbH
	Airbus Operations Ltd
	Airbus Operations S.L.
	Airbus Training UK Ltd

	Airbus UK Toulouse SAS
	Airbus Transport International S.N.C. (ATI)
	Airbus Simulators Services S.N.C.
	CTC GmbH
	KID-Systeme GmbH
	Dornier Flugzeugwerft GmbH
	Airbus Military Deutschland GmbH
	Airbus Military SL
	EADS Construcciones Aeronauticas SA
	Compania Espanola De Sistemas Aeronauticos SA
	Aeronautica Industrial SA
	Cimpa S.A.S.
	Cimpa GmbH
	Cimpa Ltd
	Airbus related companies
	Aerolia S.A.S.
	Elbe Flugzeugwerke GmbH
	Premium Aerotec GmbH

Cassidian (former Defence & Security)	EADS Deutschland GmbH
	EADS Defence and Security Systems Belgium N.V.
	EADS Defence and Security Systems S.A.S.
	EADS Defence and Security Systems Ltd
	EADS Defence and Security Solutions Espana S.A.
	EADS Secure Networks SAS (France)
	EADS Secure Networks GmbH
	EADS Secure Networks SpA
	EADS Secure Networks Oy
	EADS Secure Networks Operations GmbH
	EADS Test & Services S.A.S.
	EADS Cognac Aviation Training Services S.A.S.
	SOFRELOG S.A.S.
	Matra Défense S.A.S.
	IFR France S.A.
Apsys S.A.	

	Get Electronique S.A.
	ASL Aircraft Services Lemwerder GmbH
	GFD Gesellschaft für Flugziendarstellung mbH
	Dornier Flugzeugwerft GmbH
	Flugzeug Union Süd GmbH
	Dornier Consulting GmbH
	Dornier Management Consulting GmbH
Eurocopter	Eurocopter S.A.S.
	Eurocopter Deutschland GmbH
	Eurocopter UK Limited
	Eurocopter Espana SA
	Eurocopter Tiger GmbH
	Motorflug Baden-Baden GmbH
	Helo Field Service INTL S.A.R.L.
Astrium	Astrium S.A.S.
	Astrium GmbH
	Astrium Ltd
	EADS Space Astrium SL
	Astrium Services SAS
	Astrium Services GmbH
	Infoterra France SAS
	Infoterra GmbH
	Infoterra Ltd
	Paradigm Services Ltd
	EADS CASA Espacio S.L.U.
	CRISA SL
	Dutch Space BV
	Unilaser S.A.
	Paradigm Secure Communications Ltd
	TESAT-Spacecom GmbH & Co.KG

ANNEX 5

List of Parties and other contact persons

FOR TUD

Technische Universitaet Dresden:
Prof. Gerhard Fettweis
Vodafone Chair Mobile Communications Systems
Phone : +49 351463 41000
E-mail: fettweis@ifn.et.tu-dresden.de
01062, Germany

For TCS

Catherine RADET, for administrative and financial matters
Cadre commercial
Phone: +33 1 46 13 32 81
E-mail: catherine.RADET@fr.thalesgroup.com
Adress: 160, boulevard de Valmy - BP 82 - 92704 Colombes Cedex - France

Alejandro SANCHEZ, for technical matters
Ingénieur étude et développement logiciel Traitement Signal
Phone: +33 1 46 13 26 16
E-mail: alejandro.SANCHEZ@fr.thalesgroup.com
Adress: 160, boulevard de Valmy - BP 82 - 92704 Colombes Cedex - FRANCE

ANNEX 6

List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties

Thales Communications SA: Thales, 45 avenue de Villiers, 92200 Neuilly sur Seine.

Authorised to sign on behalf of **IBBT**

Place and Date:

Signature(s):

Name: Mr Wim DE WAELE,
Title: General Manager

Name: Ms Marie Claire VAN DE VELDE
Title: Director Valorisation & Business
Development

Authorised to sign on behalf of **IMEC**

Place and Date:

Signature(s):

Name: Mr. Luc Van den hove,
Title: President and CEO

Authorised to sign on behalf of **THE PROVOST FELLOWS & SCHOLARS OF THE COLLEGE
OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN**

Place and Date:

Signature(s):

Name: Mr James CALLAGHAN
Title: Associate Director

Name: Ms Mary TRACEY
Title: Contracts manager

Authorised to sign on behalf of **TECHNISCHE UNIVERSITAET BERLIN**

Place and Date:

Signature(s):

Name: Ms. Verena RADEMACHER
Title: Head of Research Administration Unit

Name: Ms Anette SCHADE
Title: EC Liaison Officer

Authorised to sign on behalf of **TECHNISCHE UNIVERSITAET DRESDEN**

Place and Date:

Signature(s):

Name: Mr. Matthias Winker
Title: Director

Name: Mr. Hannes Lehmann
Title: Head of Department

Authorised to sign on behalf of **THALES COMMUNICATIONS AND SECURITY SA**

Place and Date:

Signature(s):

Name: Ms. Martine LAPIERRE,
Title: Technology Director

Authorised to sign on behalf of **EADS DEUTSCHLAND GMBH (EADS Innovation Works Germany)**

Place and Date:

Signature(s):

Name: Mr. Dieter Hofmann ,
Title: Manager Customer Affairs
Coordination

Name: Mr Felix NITSCHKE
Title: Research Program

Authorised to sign on behalf of *INSTITUT "JOŽEF STEFAN"*

Place and Date:

Signature(s):

Name: *Prof. Dr. Jadran LENARČIČ*
Title: Director