



**Computational Horizons in Cancer (CHIC):
Developing Meta- and Hyper-Multiscale Models and Repositories for
In Silico Oncology**

Consortium Agreement

Participant no.	Participant organisation name	Part. short name	Country
1	INSTITUTE OF COMMUNICATION AND COMPUTER SYSTEMS – NATIONAL TECHNICAL UNIVERSITY OF ATHENS	ICCS	Greece
2	EUROPEAN RESEARCH AND PROJECT OFFICE GMBH	EURICE	Germany
3	UNIVERSITAET DES SAARLANDES	USAAR	Germany
4	KATHOLIEKE UNIVERSITEIT LEUVEN	KU Leuven	Belgium
5	UNIVERSITY OF BEDFORDSHIRE	BED	UK
6	THE UNIVERSITY OF SHEFFIELD	USFD	UK
7	FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS	FORTH	Greece
8	GOTTFRIED WILHELM LEIBNIZ UNIVERSITAET HANNOVER	LUH	Germany
9	THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA	UPENN	USA
10	THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD	UOXF	UK
11	UNIVERSITA DEGLI STUDI DI TORINO	UNITO	Italy
12	UNIVERSITAET BERN	UBERN	Switzerland
13	CUSTODIX NV	CUSTODIX	Belgium
14	PHILIPS ELECTRONICS NEDERLAND B.V.	Philips	The Netherlands
15	UNIVERSITY COLLEGE LONDON	UCL	UK
16	SCS SRL	SCS	Italy
17	TECHNOLOGICAL EDUCATIONAL INSTITUTE OF CRETE	TEI-C	Greece

Consortium Agreement; version 4, January 18, 2013

Name of the coordinating person: Georgios Stamatakos
E-mail: gestam@central.ntua.gr

Version n°: v4 dated January 18th, 2013

Table of Content

Section 1: Definitions.....	6
Section 2: Purpose.....	7
Section 3: Entry into force, duration and termination	7
Section 4: Responsibilities of Parties.....	8
Section 5: Liability towards each other	8
Section 6: Governance structure	10
Section 7: Financial provisions	19
Section 8: Foreground.....	21
Section 9: Access Rights	23
Section 10: Non-disclosure of information	31
Section 11: Miscellaneous	32
[Attachment 1: Background excluded].....	52
[Attachment 2: Accession document]	56
[Attachment 3: Listed Affiliates]	57
[Attachment 4: List of Third Parties].....	58

CONSORTIUM AGREEMENT

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 Version 6 adopted on 24 January 2011, hereinafter referred to as Annex II of the EC-GA, and is made on 2013-01-18, hereinafter referred to as “Effective Date”

BETWEEN:

(1) INSTITUTE OF COMMUNICATION AND COMPUTER SYSTEMS – NATIONAL TECHNICAL UNIVERSITY OF ATHENS

- the Coordinator -

(2) EUROPEAN RESEARCH AND PROJECT OFFICE GMBH,

(3) UNIVERSITAET DES SAARLANDES,

(4) KATHOLIEKE UNIVERSITEIT LEUVEN, for the purposes of this agreement represented by KU Leuven Research & Development with offices at Waaistraat 6, 3000 Leuven, Belgium,

(5) UNIVERSITY OF BEDFORDSHIRE,

(6) THE UNIVERSITY OF SHEFFIELD,

(7) FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS,

(8) GOTTFRIED WILHELM LEIBNIZ UNIVERSITAET HANNOVER,

(9) THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA,

(10) THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD,

(11) UNIVERSITA DEGLI STUDI DI TORINO,

(12) UNIVERSITAET BERN,

(13) CUSTODIX NV,

(14) PHILIPS ELECTRONICS NEDERLAND B.V.,

(15) UNIVERSITY COLLEGE LONDON,

(16) SCS SRL,

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

4 / 58

Consortium Agreement; version 4, January 18, 2013

(17) TECHNOLOGICAL EDUCATIONAL INSTITUTE OF CRETE

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

relating to the Project entitled

Computational Horizons in Cancer (CHIC): Developing Meta- and Hyper-Multiscale Models and Repositories for *In Silico* Oncology

in short

CHIC

hereinafter referred to as "Project".

WHEREAS:

The Parties, 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".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.eu.

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

“Affiliate”

An Affiliate of a Party means any legal entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts.

For the above purposes, “Control” of any entity shall exist through the direct or indirect:

- Ownership of more than 50% of the nominal value of the issued share capital of the entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or
- Right by any other means to elect or appoint directors of the entity (or persons performing similar functions) who have a majority vote. Common Control through government does not, in itself, create Affiliate status.

“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 General Assembly.

“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 which the General Assembly 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.

“Indirect Utilisation”

Indirect Utilisation means that Access Rights for Use granted pursuant to this CA and the GA shall include the right for a Party and its Affiliates to whom such Access Rights are granted to have a third party make, only for the account of and for the use, scale or other disposal by the Party and such Affiliates, Products or services, provided that the substantial portion of the specifications of such products or services has been designed by or for such Party and such Affiliates.

“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.

“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 upon signature of the accession document Attachment 2 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 General Assembly 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 a 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.

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 partner producing poor quality work), the Coordinator or the Party appointed by the General Assembly if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly 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 Affiliates) 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 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.

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

8 / 58

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 Affiliates) exercising its Access Rights.

5.2 Limitations of contractual liability

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 data and reputation, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a material breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex I of the EC-GA provided such damage was not caused by a wilful act.

The financial limitation of liability specified above shall be doubled in case of any breach by a Party of its obligations under Section 10 (Confidentiality) or Article 8.2 (Assigning ownership of Foreground).

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

For the avoidance of doubt, the exclusion and limitations stated in this Article 5.2 shall not apply in respect of any infringement of the intellectual property rights of any other Party or any Affiliate of any other Party, which is the result of any activity or use of such Intellectual Property Rights that is outside the scope of the Access Rights, as defined granted by the GA or this CA, or that is not in compliance with the associated terms and conditions upon which the Access Rights have been granted.

The exclusions and limitations of liability stated above shall not apply in respect of any fraud, death, injury to natural persons caused by the gross negligence or wilful act of such Party, its directors, employees, agents and Subcontractors or wilful breach by a Party of any obligation accepted under the Grant Agreement and this Consortium Agreement.

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 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 without undue delay. 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.

Section 6: Governance structure

6.1 General structure

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

(1) At Implementation level:

The Work Package Leaders (WPLs) are executive bodies responsible for the scientific coordination of their respective Work Packages, including the coordination of the workflow between their Work Package and the others. They will arrange for the timely execution and submission of the deliverables to assure the attainment of the goals of each technical application and will regularly report to the Project Management Team on research development and progress status (see reporting mechanisms). A decentralized organization of the scientific work in which the Work Package Leader acts as interface between the partners of his/her respective WP and the PMT will assure maximum efficiency for project implementation.

(2) At Operational Level:

The Project Management Team (PMT) assists the Steering Committee and the Coordinator. It is composed of the overall scientific project coordinator and the Project Management Office that work closely together and stay in constant contact via e-mail, the web-based management tool as well as via regular meetings. The Project Management Team will establish a sound legal, administrative and communication basis that will enable the partners to work efficiently and in accordance with general formal requirements as well as the requirements set forth in the CHIC workplan.

The Overall Scientific Coordinator (CO) 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 Management Office (PMO) will assist the Coordinator as an interface between the project consortium and the European Commission together with the Coordinator. Internally, the PMO will assist the Coordinator in administrative, financial, formal and organisational matters, including conflict and intercultural management. The PMO provides and maintains an up-to-date communication and information structure (e.g. website service and web-based project management tool).

The Quality Manager (QM) will be responsible for the overall quality assurance of the project. He/she will thus be in charge of the continuous follow-up of the work performed and propose suitable corrective action to the WPL concerned in case of any non-conformities with quality guidelines and subsequently review the effectiveness of such corrective action. He/she will closely cooperate with the WPLs, the Project Management Team and the Steering Committee and will offer them his/her support wherever needed. The quality of the project's results

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

10 / 58

(deliverable and milestones) will be monitored at every stage of the project's development. The Quality Manager will be appointed on the occasion of the kick-off meeting.

Steering Committee (SC) will be composed of Work Package Leaders and the Project Management Team – is a parent executive body responsible for the monitoring of the progress in the Work Packages and supervision of the overall implementation of the project. The SC does not have any decision-making power. However, based on reports and information from the WPLs the SC will prepare proposals for decisions for the General Assembly thereby ensuring the fast and efficient processing of relevant issues.

(3) At Decision-making level:

General Assembly (GA) as the ultimate decision-making body of the Consortium. It is composed of one representative of each partner institution. Each institution is responsible for the proper utilisation of the contractor's resources allocated to the project and shall designate representatives in charge of individual tasks. Each representative will further name a deputy who has the necessary knowledge and authorisation to represent the respective institution in the framework of the CHIC project. The GA will be chaired by the CO and will serve as the ultimate decision-making forum for all vital issues of the project.

External Advisory Board (EAB) is an external advisory body to provide advice and support concerning the strategy and progress of the project and to ensure that the project is always heading in the right direction. The board will have an advisory role only and will specifically take into account the ethical and legal issues relevant to the project. It will be composed of representatives of expert groups who have a special interest in various fields of the project, such as the Virtual Physiological Human, IT, data security and biobanking. A special emphasis will be laid on the involvement of patient groups as the compliance with ethical requirements is of primary importance to the project. The experts will review the key results and progress reports and will provide feedback and comments.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any member of a Consortium Body (hereinafter referred to as "Member"):

- should be present or represented at any meeting of such Consortium Body;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

| The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	Twice a year	At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly
Steering Committee	Twice a year (on the occasions of the meetings of the General Assembly) and additional tele- or videoconferences as necessary (approx. every three months)	At any time upon written request of any Member of the Steering Committee

6.2.2.2 Notice of a meeting:

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Steering Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	7 calendar days

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14calendar days, 7 calendar days for an extraordinary meeting
Steering Committee	2 working days

6.2.2.5 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body.

6.2.2.7 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Article 6.2.5.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.
Decisions shall be taken by a majority of two-thirds (2/3) of the votes.

6.2.4 Veto rights

6.2.4.1 A Member 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 a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

6.2.4.4 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.5 A Party may not veto decisions relating 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.

6.2.4.6 A Party requesting to leave the Consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body 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 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.
If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Article 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2 Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3 The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly.
This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Article 11.8.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget), to be agreed by the duly authorized representatives of each party
- Additions to Attachment 1 (Background excluded)
- Additions to Attachment 2 (Listed Affiliates)
- Additions to Attachment 4 (List of Third Parties)

Based on © DESCA - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

14 / 58

Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the 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

Appointments

On the basis of Annex I, the appointment if necessary of:

- Steering Committee Members

6.3.2 Steering Committee

In addition to the rules in Article 6.2, the following rules shall apply:

6.3.2.1 Members

The Steering Committee shall consist of the Coordinator and all of the Parties as appointed by the General Assembly (hereinafter Executive Members).

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

6.3.2.2 Minutes of meetings

Minutes of Steering Committee meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Steering Committee shall not have any decision-making power. However, based on reports and information from the WPLs the SC shall prepare proposals for decisions for the General Assembly, it shall prepare the meetings and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Steering Committee shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Steering Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Steering Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.6 The Steering Committee shall:

- support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Steering Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangements 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 Members and other contact persons updated and available
- Collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- Transmitting documents and information connected with the Project to any other Parties concerned
- Administering the financial contribution of the Union 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 General Assembly 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.

6.5 Project Management Team

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

16 / 58

The Project Management Team shall assist and facilitate the work of the Steering Committee and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

6.6 External Advisory Board (EAB)

6.6.1 Composition of the External Advisory Board

6.6.1.1 The External Advisory Board (EAB) will be established by the Steering Committee. It shall have an advisory role only and will specifically take into account the ethical and legal issues relevant to the Project. The EAB shall not have any decision-making power regarding the strategy and direction of the project.

6.6.1.2 The members of the EAB shall be representatives of expert groups who have a special interest in various fields of the project, such as the Virtual Physiological Human, IT, data security and biobanking. In addition to the EAB, patient groups shall be involved to make sure to be in compliance with ethical requirements.

6.6.1.3 The experts shall review the key results and progress reports and will provide feedback and comments.

6.6.1.4 The experts shall be external to the Project and not affiliated to any Party engaged in the Project. The composition of the EAB shall be established within thirty (30) days after the establishment of the EAB by the Project Management Team/Coordinator.

The members of the EAB shall sign a Non-disclosure Agreement before taking up their work for the Project.

If the composition of the EAB causes expenses, the prior written consent of the Parties must be obtained.

6.6.1.5 After having notified the EAB members in writing, the Steering Committee can terminate the External Advisory Board within thirty (30) days of such notification.

6.6.2 Responsibilities of the External Advisory Board

6.6.2.1 The EAB shall be responsible for delivering recommendation reports on the activities identified by the Project Management Team and within the deadline defined by the Project Management Team.

6.6.2.2 The preparation of the recommendation report shall be done collectively by the EAB members, seeking consensus.

6.7 Work Package Leaders

6.7.1 Structure of work packages

6.7.1.1 To facilitate organisation and management, the Project is structured into different work packages. Each work package involves one or more Parties to which specific tasks have been assigned in accordance with the Project work plan

6.7.1.2 Each work package is headed by a work package leader (WPL).

6.7.2 Tasks of the work package leaders

The work package leaders shall be responsible for:

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

17 / 58

Consortium Agreement; version 4, January 18, 2013

- The coordination of the activities, the planning of the work, monitoring of the activities and achievements and the reporting regarding their work package to the PMT on research development and progress status;
- Sitting as Steering Committee members, attending the Steering Committee meetings;
- Contributing to periodic progress reports managed and edited by the Coordinator before their submission to the European Commission;
- Organising the work package meetings according to the specific needs of the work plan;
- The timely execution and submission of the deliverables produced by their work package to assure the attainment of the goals of each technical application.

6.8 Project Management Office

The PMO shall be responsible for the following tasks:

- Establishing the necessary infrastructure (monitoring mechanisms, circulation of guidelines, website service and web-based project management tool);
- Organisation of meetings of members of the Consortium including the preparation of minutes and the agenda;
- Helpdesk for the partners concerning administrative, financial and EC regulatory questions;
- Coordination of report preparation including all financial reports and certificates on financial statements, if applicable, as well as the documentation of deliverables;
- Coordination of the dissemination and innovation-related activities with the help of the tasks leaders in WP12.
- Preparation of a management guide covering all important aspects of project management, especially related to official reports, deliverables, publications and dissemination activities.

6.9 Responsibilities of each Party

6.9.1 General responsibilities

6.9.1.1 Each Party undertakes vis-à-vis each other Party to use reasonable endeavours to perform and fulfil promptly, actively and on time all of its obligations under the EC-GA and this Consortium Agreement

6.9.1.2 Each Party shall bear its own costs in connection with the making of the proposal, the negotiation of the EC-GA and the carrying out of the Project.

6.9.2 Responsibilities towards the Project Coordinator, the Steering Committee, the General Assembly, the Quality Manager, the External Advisory Board and the Project Management Office

6.9.2.1 Each Party hereby undertakes to use reasonable endeavours to supply promptly to the Project Coordinator, the Steering Committee, the General Assembly, the Quality Manager, the External Advisory Board and the Project Management Office, as the case may be, all such information (including information related to any change of control as referred to in Annex II.3.1.c) or documents as the Project Coordinator or the Steering Committee or the General Assembly or the Quality Manager or the External Advisory Board or the Project Management Team needs to fulfil its obligations pursuant to this Consortium Agreement or the EC-GA.

6.9.2.2 (1) Each Party shall ensure that its work on the Project complies fully with all applicable local laws, regulations and guidelines effective during the term of this Consortium Agreement, including those governing health and safety, data protection, and where relevant, the use of

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

18 / 58

human or animal subjects and good clinical practice (including national legislation implementing the European Parliament's and Council's Directive 2001/20/EC on good clinical practice). In this regard, each Party shall maintain the full confidentiality of all samples and data relating to the use of human subjects, which is created or used in the course of the Project.

(2) Each Party shall secure all necessary approvals from relevant research ethics committees before undertaking any part of the Project requiring the approval of the Ethical Committee and shall obtain properly signed informed consent and acknowledgement forms from all human subjects or their legal guardians that will be involved in the Project. Where any part of the Project takes place in a hospital, the Party involved shall first obtain the necessary approvals, indemnities and agreements from that hospital.

6.9.3 Responsibilities towards each other

6.9.3.1 Each Party undertakes to use reasonable endeavours to:

- Notify each of the Parties in the Project promptly of any significant delay in performance; and
- Inform other Parties in the Project of relevant communications it receives from third parties in relation to the Project.

6.9.3.2 Each Party shall use reasonable endeavours to ensure the accuracy of any information or material it supplies hereunder or under the EC-GA and promptly to correct any error therein of which it is notified. The recipient Party shall be entirely responsible for the use to which it puts such information and material.

6.9.3.3 In addition to the obligations specified in Article II.26 of the EC-GA and unless agreed otherwise by the General Assembly (under Article 6.3 hereof) or by the Parties (for example if the facts are stated in Annex I of the EC-GA), each Party agrees not to use knowingly, as part of a deliverable or in the design of such deliverable supplied under or in connection with this Consortium Agreement or the EC-GA, any proprietary rights of a third party for which such Party has not acquired the right to grant licences and user rights to the other Parties (i) in accordance with the EC-GA and (ii) such that the exercise by the other Parties of such licenses and user rights is not substantially impaired by the terms under which such Party acquired such right.

6.9.3.4 Each Party shall be fully responsible for the supervision of its Subcontractors, if applicable, and make appropriate arrangements with its Subcontractors for such purpose. These arrangements shall, as appropriate, require that the obligations set forth in this Consortium Agreement also apply to, and (where they apply) be fulfilled by, such Subcontractor.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Union 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.

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

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

19 / 58

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 share.

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

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

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 Budgeted costs eligible for 100% reimbursement

These costs shall be budgeted in the Consortium Budget in the following order of priority:

- Banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- Costs of Parties related to calls for new Beneficiaries
- Costs related to updating this Agreement
- Management costs of the Coordinator and the Management Support Team
- Intellectual property protection costs
- Costs for publications
- Costs for the tasks of chairpersons
- any other costs eligible for 100% reimbursement

7.2.2 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 Payments to Parties 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.

7.3.2 Payment schedule

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the EU-Commission without undue delay and in conformity with the provisions of Annex II of the EC-GA. Costs accepted by the EU-Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the 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.

Section 8: Foreground

Regarding Foreground, EC-GA Article II.26. - Article II.29. shall apply with the following additions which prevail on the default provision of the Grant Agreement:

8.1 Ownership of Foreground

Foreground shall be owned by the Party who carried out the work generating the Foreground, or on whose behalf such work was carried out.

8.2 Joint ownership

If the work generating particular Foreground is carried out by or on behalf of more than one Party (“Joint Owners”) and if the contributions to or features of such Foreground form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining and/or owning a patent or any other IPR protecting or available to protect such Foreground, Joint Owners agree that, all patents and other registered IPRs issued thereon, and any other IPRs protecting such Foreground, shall be jointly owned by the Joint Owners.

In case of joint ownership, each of the Joint Owners shall be entitled to Use their jointly owned Foreground as it sees fit, and to grant non-exclusive licences, without obtaining any consent from,

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

21 / 58

paying compensation to, or otherwise accounting to any other Joint Owner, unless otherwise agreed between the Joint Owners.

The Joint Owners shall agree on all protection measures and the division of related cost in advance.

8.3 Transfer of Foreground

8.3.1 Each Party may transfer 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) following the procedures of the EC-GA Article II 27.

In the case of assignment to any of its Affiliates, to any assignee of the assignor's relevant business or a substantial part thereof no prior notification is required.

However:

- Any such assignment shall be made subject to the Access Rights, the rights to obtain Access Rights and the right to disseminate Foreground that are granted to the other Parties and their Affiliates in the Grant Agreement and/or this Consortium Agreement. Therefore, 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; and
- The assignor shall pass on its obligations regarding the assigned Foreground to the assignee, including the obligation to pass them on to any subsequent assignee.

8.3.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (4) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.3.3 The transferring Party shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (4) after signature of this Agreement requires a decision of the General Assembly.

8.3.4 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 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

8.4 Dissemination

8.4.1 Publication

8.4.1.1 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 given to the other Parties concerned at least 45 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 30 days after receipt

of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.1.2 An objection is justified if

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

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

8.4.1.3 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.

8.4.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground 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 8.4.1 is not considered as an approval.

8.4.3 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 or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.4.4 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.

8.5 Employees' rights

In addition to the obligations pursuant to the Grant Agreement, each Party shall, to the fullest extent it can lawfully do so, 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 Subcontractors in the Foreground they create.

Section 9: Access Rights

9.1 Background covered

In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 1 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background except that

listed in Attachment 1 shall be available for the granting of Access Rights in accordance with the provisions of this Consortium Agreement.

9.2 General Principles

9.2.1 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 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 General Assembly 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 and non-transferable, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

Access Rights are granted worldwide, if not otherwise agreed between the parties concerned.

9.2.5 Foreground 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.

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 and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis.

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 to the extent a notification is sent to the other Parties indicating at least the priority data (i.e. application number, title, priority date, applicant(s) and filing office) of intellectual property rights filed for such Foreground. Such notification shall be provided at least within 6 months after the end of the project. If a Party fails to duly provide such notification, this failure shall be remedied within 30 days upon request by another Party. Access Rights to Foreground in respect of which such remedy is not performed, shall be deemed granted on royalty-free conditions.

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

9.4.2 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on Fair and Reasonable conditions subject to the following:

- a) The Party requiring the granting of such Access Right (the "Requesting Party") shall make a written request to the Party (the "Granting Party") from which it requires the Access Rights.
- b) The written request shall identify the Foreground and the Background concerned and shall provide reasons why Access Rights to such Background are needed for the Use of such Foreground.
- c) Any such Access Rights shall only be granted upon the signature of a written agreement between the Granting Party and the Receiving Party and shall not be otherwise deemed granted.
- d) Any such Access Rights granted shall be limited to those strictly Needed for the Use of the relevant Foreground as such.

9.4.3 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.

9.5 Access Rights for Affiliates

9.5.1 Each Party hereby grants Access Rights to any Affiliates of any other Party as if such Affiliate was a Party, and subject to the condition that such Affiliates shall undertake to grant licenses and user rights, on terms identical to Access Rights, to its Background that is Needed to Use Foreground, to all Parties and their Affiliates (subject to such Affiliates also having given such undertaking) and (without prejudice to the Parties' obligations to carry out the Project and to provide Project Deliverables) to fulfil all confidentiality and other obligations towards the Commission and the other Parties accepted by the Parties under the GA or this CA as if such Affiliate was a Party. Access Rights granted to any Affiliates are subject to the continuation of the Access Rights of the Party of which it is an Affiliate, and shall automatically terminate upon termination of the Access Rights granted to such Party. Further, if an Affiliate fails in any material respect to comply with the undertaking given by it as above, and fails to rectify the non-compliance after being given a reasonable opportunity to do so, all Access Rights granted to it based upon that undertaking shall terminate.

The procedure for the granting of Access Rights to the Parties as set out in Article 9.2.4 shall also apply to Affiliates.

Access Rights granted to any Affiliate are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

9.5.2 Cessation of Affiliate status

(a) Rights granted to Affiliates

Upon any legal entity ceasing to be an Affiliate of a Party, any Access Rights granted to such entity shall lapse subject to the following:

- (i) in relation to any Foreground or Background to which such entity has been granted Access Rights pursuant to the EC-GA and this Consortium Agreement at the request of the former Affiliate, the Parties shall grant non-exclusive licenses to such entity to any Background and Foreground Needed for use in such entity's products, processes and services on the same terms

and conditions as the corresponding Access Rights granted in accordance with the EC-GA and this Consortium Agreement to the Party of which such entity was an Affiliate, provided that there is conflict with the commercial interests of such Party; and

(ii) in relation to any Party's Confidential Information that has been used by such entity in accordance with the provisions of the EC-GA and this Consortium Agreement, and that, at the time of cessation of such entity's Affiliate status, has been:

- incorporated into the products, processes or services of such entity ("Products, Processes and Services") or
- amalgamated with such entity's own information.

The former Affiliate may continue to use the Confidential Information in its products, processes and services in a manner in which the Confidential Information was being used prior to the time of cessation of such entity's Affiliate status.

(b) Rights granted by Affiliates

Upon any legal entity ceasing to be an Affiliate of a Party, the licences or user rights previously granted by such entity to any Party or its Affiliates under or in respect of Background or Foreground 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 Parties 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 General Assembly 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. 9.4.3.

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.

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 sublicenses 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).

Consortium Agreement; version 4, January 18, 2013

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.

9.8.6 Open source Software

- (i) The Parties acknowledge that the use within the Project of Software that is "open source" (as defined at <http://www.opensource.org/docs/definition.php>), and/or the release of Foreground upon licence terms associated with such Software, may have benefits for the conduct of the Project and promote the Use and dissemination of the resulting Foreground. However, they also recognise that certain of such licence terms (namely Controlled Licence Terms) may restrict the options that are available for Use and dissemination of the resulting Foreground, and accordingly they wish to regulate, in accordance with this Article 9.8.6 the use of Controlled Licence Terms in relation to the Project and Use and dissemination of the results thereof.
- (ii) Without limiting the scope of this Article 9.8.6, the Parties acknowledge that the use in the Project or introduction into the Project of Background, or other Work held by a Party pursuant to Controlled Licence Terms may impair or otherwise affect the other Parties'

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

29 / 58

Consortium Agreement; version 4, January 18, 2013

utilisation or Use of or Access Rights to Background, Foreground or other Work. Each Party shall therefore abstain from using in the Project or introducing into the Project any Background, or other Work in a manner or upon terms that would or might result in a requirement that all or some of the Foreground, Background or any other Work must, either generally or under certain circumstances, be licenced under Controlled Licence Terms, unless all Parties have unanimously approved in writing such use or introduction.

- (iii) Following the signature of this Consortium Agreement, any Party that is seeking such approval shall provide the other Parties with a written request for approval ("Request") containing sufficient information to enable each of them to assess whether the introduction or use of the Background, Foreground or other Work in question, upon the Controlled Licence Terms that are applicable to it, would or might result in any requirement referred to in paragraph (ii) above. Each Party shall inform the Co-ordinator in writing within 60 days from receipt of the Request whether or not it approves the use or introduction for which approval is requested in the Request. Any Party that fails to respond to a Request within the above period shall be notified by the Coordinator that it has a further 7 days to respond and in the absence of a response from such Party within such further period it shall be deemed to have approved the Request. As soon as possible after the lapse of such 60 day period (and any further periods as above), the Coordinator shall inform all Parties in writing whether or not such use or introduction has been unanimously approved. However, no approval of any Request shall constitute an agreement pursuant to paragraph (b) below that any Foreground may be sublicenced on Controlled Licence Terms.
- (iv) The unanimous approvals as referred to in paragraph (iii) above and any approvals that have been agreed by all Parties before signing this Consortium Agreement shall be recorded and kept by the Coordinator and made available upon request.
- (v) Each Party shall comply with the terms of the approvals referred to in paragraph (iv) above (i.e. each approval only applies within the scope of the stated licence terms and expressly agreed use).
- (vi) Save in the case that such an approval necessarily results in such Access Rights being impaired or otherwise affected by Controlled Licence Terms, no Party shall at any time be obliged to accept Access Rights (whether for executing the Project or for Use, and whether to any Background, or Foreground) that are impaired or otherwise affected by, Controlled Licence Terms. Accordingly, save in the case just mentioned, each Party that is entitled to be granted Access Rights pursuant to the EC-GA and/or this Consortium Agreement shall be entitled to be granted such Access Rights on terms that are not Controlled Licence Terms and that are not impaired or otherwise affected by Controlled Licence Terms.
 - (a)
 - (i) No Access Rights to any Background, or Foreground shall include the right to sublicense that Background, or Foreground upon Controlled Licence Terms (and accordingly none of them shall be sublicenced upon Controlled Licence Terms) unless expressly in writing so agreed by the Party granting the Access Rights, or save to the extent that such right is necessarily implied by the approval given in accordance with paragraph (a) (iii) above.
 - (ii) This Paragraph (b) shall continue to apply without limit in time notwithstanding completion of the Project or any termination of this CA.
 - (b) Paragraph (b) above shall not be interpreted as limiting the scope of Paragraph (a) above, nor shall paragraph (a) above be interpreted as limiting the scope of paragraph (b) above.

Nothing in this Article 9.8.6 shall limit the obligations of the Parties under Article 8.3.

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 when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.
- 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 and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.
- 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 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 by 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 or
 - the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.

Consortium Agreement; version 4, January 18, 2013

- 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.
- 10.9** For the avoidance of doubt, the confidentiality obligations under the GA and this CA shall not be interpreted so as to prevent the communication of any information:
- (a) To any Affiliate of to any other third party (including any other Party), insofar as strictly required for the proper carrying out of the GA and/or this CA; or
 - (b) To any third party (including the public), insofar as strictly required for (i) technical reasons and (ii) permitted Use of Foreground.

With respect to any permitted disclosure of any of the Confidential Information referred to in this Section above by a Receiving Party to a third party (including but not limited to its Affiliates and Subcontractors), the Receiving Party will: (i) ensure that appropriate arrangements are in place prior to any such disclosure, to protect the Confidential Information to a similar degree as provided in this Section; and (ii) use reasonable endeavours to ensure compliance with such arrangements.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1 (Background excluded)
- Attachment 2 (Accession document)
- Attachment 3 (Listed Affiliates)
- Attachment 4 (List of Third Parties)

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 attachments and the core text of this Consortium Agreement, the latter shall prevail.

Based on © *DESCA* - The simplified FP7 Model Consortium Agreement (www.DESCA-FP7.eu)

Version 2.0, May 2008

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.

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, except for those third parties listed specifically in Attachment 4.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.1.2 require a separate agreement between all Parties.

11.5 Mandatory national law

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

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 shall be construed in accordance with and governed by the laws of Belgium.

11.8 Settlement of disputes

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this Consortium Agreement, they will try to solve it through mediation, according to the rules of bMediation, Brussels. The Parties undertake not to put an end to the mediation before the introductory statement made by each party in joint session.

Should the mediation fail to bring about a full agreement between the Parties putting an end to the dispute, sole competent courts will be the courts of Brussels. All disputes or differences directly arising in connection with this CA (other than disputes relating to the infringement and/or validity of Intellectual Property Rights), including any dispute in which a Party alleges that another Party has abused its power, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels. Such court shall have jurisdiction in the event of a counterclaim made by the defendant in the legal action.

The Parties concerned may instead elect unanimously to seek to resolve by mediation any dispute or difference arising in connection with this CA and which cannot be settled amicably by them.

Notwithstanding the foregoing, any Party shall be free to seek interim injunctive relief or any other temporary measures before any applicable competent court or tribunal, wherever located, in order to seek to prevent or restrain any (i) infringement of its or their Intellectual Property Rights and/or (ii) unauthorised disclosure of Confidential Information.

Section 12: Signatures

AS WITNESS:

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

INSTITUTE OF COMMUNICATION AND COMPUTER SYSTEMS – NATIONAL TECHNICAL UNIVERSITY OF ATHENS



Signature

Yannis Vassiliou

Professor, Director & Chairman of the Board

Date

2/2/2013



Section 12: Signatures

AS WITNESS:

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

EUROPEAN RESEARCH AND PROJECT OFFICE GMBH



EURICE
Signature
European Research and Project Office GmbH
Jörg Scherer
Managing Director

Date 24.01.2013

Section 12: Signatures

AS WITNESS:

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

UNIVERSITAET DES SAARLANDES

Universität des Saarlandes
Der Universitätspräsident
Prof. Dr. V. Linneweber
66041 Saarbrücken



Signature
Prof. Dr. Volker Linneweber
University President

Date

Section 12: Signatures

AS WITNESS:

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

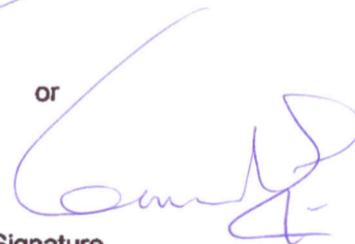
KATHOLIEKE UNIVERSITEIT LEUVEN

K.U.LEUVEN RESEARCH & DEVELOPMENT
Waaistraat 6 - bus 5105
BE-3000 Leuven



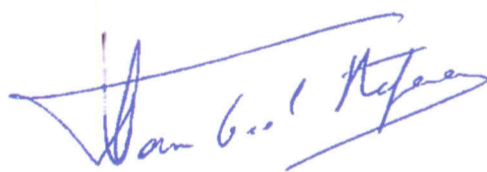
Signature
Paul Van Dun
(General Manager)

or



Signature
Dr. Elke Lammertyn
(Head of European Projects)

Date 25 JAN. 2013




for approval
Prof Stefan Van Gast

Section 12: Signatures

AS WITNESS:

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

UNIVERSITY OF BEDFORDSHIRE



Signature

Prof. Carsten Maple
Pro-Vice Chancellor

Date 28.01.13

Section 12: Signatures

AS WITNESS:

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

THE UNIVERSITY OF SHEFFIELD



Signature
Deborah McClean
Head of Operations



Deborah McClean
Head of Operations
Research and Innovation Services
University of Sheffield

Date 24 JAN 2013

Section 12: Signatures

AS WITNESS:

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

FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS



Signature

Prof. C. Fotakis

Chairman of the BoD of FORTH

Date

24.1.2013

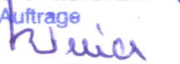
Section 12: Signatures

AS WITNESS:

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

GOTTFRIED WILHELM LEIBNIZ UNIVERSITÄT HANNOVER

LEIBNIZ
UNIVERSITÄT HANNOVER
Das Präsidium (S. 21)
Im Auftrage



Signature

Henning Howind
Executive Director Financial Department

or

Signature
Silke Meyer
Head of Department 51

Date 15.02.2013

Section 12: Signatures

AS WITNESS:

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

THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD



Signature

Dr Claire Perriton

Deputy Head of Research Services, Science Area, University of Oxford

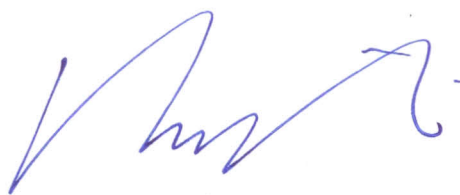
Date 5/3/13

Section 12: Signatures

AS WITNESS:

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

UNIVERSITA DEGLI STUDI DI TORINO



Signature
Prof. F. Rossi
Head Dept. Neuroscience

Date: Jan 24, 2013

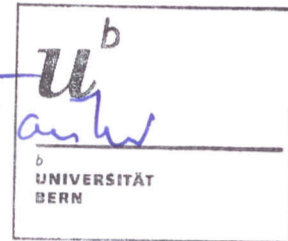
Section 12: Signatures

AS WITNESS:

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

UNIVERSITÄT BERN

Signature 
Prof. Martin Täuber
Rector



Date 24.1.2013

Section 12: Signatures

AS WITNESS:

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

CUSTODIX NV



Signature
Marita Borms
Director



Date 24/01/2013

Section 12: Signatures

AS WITNESS:

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

PHILIPS ELECTRONICS NEDERLAND B.V.



Signature
Dr. Henk van Houten
General Manager Research

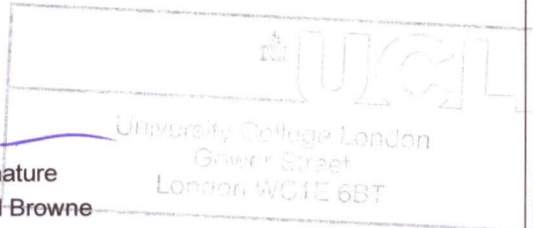

Date 24/1/2013

Section 12: Signatures

AS WITNESS:

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

UNIVERSITY COLLEGE LONDON



Signature
Michael Browne
Head of European Research and Development

Or

Signature
Mark Burgess
Assistant Director Research Services

Date

Section 12: Signatures

AS WITNESS:

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

SCS SRL

Signature

Giancarlo Abate Daga

Legal representative

Giancarlo Abate Daga

Date FEBRUARY 14, 2013

Section 12: Signatures

AS WITNESS:

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

TECHNOLOGICAL EDUCATIONAL INSTITUTE OF CRETE



Signature

Prof. Evangelos Kapetanakis
President of TEI Crete

Date

Section 12: Signatures

AS WITNESS:

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

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA



Signature
W. Stuart Watson
Associate Director
Office of Research Services

Date *2/14/13*

the University of Oxford due to third party rights is not able to grant Access rights or for which the University of Oxford needs to obtain permission to grant Access Rights.

UBERN

Universitaet Bern hereby excludes from its obligation to grant Access Rights to Background, all Background generated by the UBERN other than that generated in the research groups of PD Dr. Philippe Büchler and Dr. Mauricio Reyes, Institute of Surgery Technology & Biomechanics, directly involved in the Project, especially, but not limited to Background created and developed by personnel of other groups and/or scientists and/or students at UBERN not directly involved in the Project as well as all Background developed outside the Project and/or all Background UBERN is not legally free to grant Access Rights.

Philips

Philips herewith explicitly excludes from its obligation to grant access rights

1. Any and all Background that is necessarily infringed by implementing a standard;
2. Any and all Background this licensed as part of an industry wide licensing program;
3. Any and all Background for which the grant of a license would require the consent of or compensation to a third party; and
4. Any and all Background that is jointly owned with a third party to the extent that the participant has no free right to grant licenses to third parties.

UCL

University College London hereby excludes from its obligation to grant Access Rights to Background including, but not limited to, the following:

1. All Background developed by researchers working at UCL who are not participating in the CHIC project and
2. All Background developed by researchers working at UCL and participating in the CHIC project where this Background falls outside the scope of the Work Tasks allocated to UCL under the project; and
3. All Background developed by researchers working at UCL which is subject to third party rights or for which UCL needs to obtain permission to grant Access Rights.

SCS srl

1. Background generated by employees, agents or representatives of SCS other than those directly involved in the CHIC project.
2. Background generated by employees, agents or representatives of SCS that are directly involved into the CHIC Project, which is unrelated to the work plan, aims and objectives of the CHIC Project.
3. Software and algorithms developed prior to, and outside of the CHIC programme, other than those already available in public domain.

TEI-C

TEI-C hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by TEI-C other than that generated by the members of the research group of Professor Manolis Tsiknakis (Biomedical Informatics and eHealth Lab) who are directly involved in carrying out this Project.

Consortium Agreement; version 4, January 18, 2013

TEI-C hereby also excludes from its obligation to grant Access Rights to Background that has been and/or will be derived outside the Project which TEI-C due to third party rights is not able to grant Access Rights to or for which TEI-C needs to get permission to grant such Access Rights

This represents the status at the time of signature of this Consortium Agreement.

[Attachment 2: Accession document]

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE EC-GA]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE EC-GA]

hereby certifies that the Consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the Consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)
Name(s)
Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)
Name(s)
Title(s)

[Attachment 3: Listed Affiliates]

SCS: CINECA SuperComputing Centre, Casalecchio di Reno, Italy.

UCL Business PLC, The Network Building, 97, Tottenham Court Road, London, W1T4TP
Tel: +44 (0)207 679 9000/ Fax: +44 (0) 207 679 9838/ Email: unfo@uclb.com

[Attachment 4: List of Third Parties]

List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.

This is the University of Oxford's wholly-owned technology transfer company:

Isis Innovation Ltd
Ewert House, Ewert Place
Summertown
Oxford
OX2 7SG
United Kingdom
Tel: +44 1865 280830
Fax: +44 1865 280831
Email: innovation@isis.ox.ac.uk
url: <http://www.isis-innovation.com>
Company number: 2199542
Registered office: University Offices, Wellington Square, Oxford OX1 2JD

UCL Business PLC, The Network Building, 97, Tottenham Court Road, London, W1T4TP
Tel: +44 (0)207 679 9000/ Fax: +44 (0) 207 679 9838/ Email: unfo@uclb.com
