

# **MyHealthAvatar – Project Consortium Agreement**

2013-01-21

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## **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, hereinafter referred to as Annex II of the EC-GA, and is made on 2013-01-21, hereinafter referred to as “Effective Date”

BETWEEN:

University of Bedfordshire, the Coordinator (short name: BED)

Foundation for Research and Technology – Hellas (short name: FORTH)

Universitaet des Saarlandes (short name: USAAR)

Institute of Communication and Computer Systems (short name: ICCS)

Gottfried Wilhelm Leibniz Universitaet Hannover (short name: LUH)

Astrid Research Kft. (short name: ASTRID)

AnSmart, Ltd (short name: ANS)

Technological Educational Institute of Crete (short name: TEI-C)

University of Lincoln (short name: LIN)

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

relating to the Project entitled

Demonstration of a 4D Digital Avatar Representation for Access to Long-Term Health Status

<p>Information</p> <p>in short</p> <p>MyHealthAvatar</p> <p>hereinafter referred to as “Project”</p> <p>WHEREAS:</p> <p>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”.</p> <p>The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.</p> <p>The Parties are aware that this Consortium Agreement is based upon the DESCAs model consortium agreement and that explanations to the DESCAs model are available at <a href="http://www.DESCA-FP7.eu">www.DESCA-FP7.eu</a>.</p> <p>NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:</p>
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
“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.

“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
<p>An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.</p> <p>This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.</p> <p>A new Party enters the Consortium upon signature of the accession document Attachment 3 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.</p>
3.2 Duration and termination
<p>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.).</p> <p>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.</p>
3.3 Survival of rights and obligations
<p>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.</p> <p>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.</p>
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
<p>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 will give written notice to such Party requiring that such breach be remedied within 30 calendar days.</p> <p>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.</p>
4.3 Involvement of third parties
A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) 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.

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 profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a 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 or gross negligence.

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

#### 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 as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

#### 5.5

The Parties agree to repay any grant monies to the Co-ordinator received pursuant to this Agreement in the

event and to the extent that the Commission requires reimbursement of all or part of the financial contribution of the Union in accordance with paragraph 3, Article II.39 of the Grant Agreement'
Section 6: Governance structure
[Module GOV SP]
Governance structure for Small Collaborative Projects
6.1 General structure
<p>The General Assembly is the decision-making body of the Consortium</p> <p>The Coordinator is the legal entity acting as the intermediary between the Parties and the European Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the EC-GA and this Consortium Agreement.</p> <p>The Management Support Team assists the General Assembly and the Coordinator.</p>
6.2 Members
<p>The General Assembly shall consist of one representative of each Party (hereinafter referred to as "Member").</p> <p>Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.6 of this Consortium Agreement.</p> <p>The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.</p> <p>The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.</p>
6.3 Operational procedures for the General Assembly
6.3.1 Representation in meetings

Any Member:

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

### 6.3.2 Preparation and organisation of meetings

#### 6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the General Assembly at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

#### 6.3.2.2 Notice of a meeting:

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

#### 6.3.2.3 Sending the agenda:

The chairperson shall send each Member a written original agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

#### 6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

6.3.2.5 During a meeting of the General Assembly the Members present or represented can unanimously agree to add a new item to the original agenda.

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

6.3.2.7 Meetings of the General Assembly may also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 6.3.5 of this Consortium Agreement.

### 6.3.3 Voting rules and quorum

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

6.3.3.2 Each Member shall have one vote.

6.3.3.3 Defaulting Parties may not vote.

6.3.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of the votes.

#### 6.3.4 Veto rights

6.3.4.1 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 the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.3.4.3 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.

6.3.4.4 In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.

6.3.4.5 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.

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

#### 6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.5.2 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.

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the General

Assembly, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

#### 6.3.6 Decisions of the General Assembly

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

- (a) Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- (b) Changes to the Consortium Plan (including the Consortium Budget)
- (c) Withdrawals from Attachment 1 (Background included)
- (d) Additions to Attachment 2 (Background excluded)
- (e) Additions to Attachment 4 (Listed Affiliated Entities)
- (f) Additions to Attachment 6 (List of Third Parties)

##### Evolution of the Consortium

- (g) Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- (h) Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- (i) Declaration of a Party to be a Defaulting Party
- (j) Remedies to be performed by a Defaulting Party
- (k) Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- (l) Proposal to the European Commission for a change of the Coordinator
- (m) Proposal to the European Commission for suspension of all or part of the Project
- (n) Proposal to the European Commission for termination of the Project and the Consortium Agreement

##### Appointments

Agree on the Members of the Management Support Team, upon a proposal by the Coordinator.



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

#### 6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- (a) monitoring compliance by the Parties with their obligations
- (b) keeping the address list of Members and other contact persons updated and available
- (c) collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the European Commission
- (d) preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- (e) transmitting promptly documents and information connected with the Project,
- (f) administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3
- (g) 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 Management Support Team

The Management Support Team shall be proposed by the Coordinator. It shall be appointed by the General Assembly and shall assist and facilitate the work of the General Assembly.

The Management Support Team shall provide assistance to the Coordinator for executing the decisions of the General Assembly. It shall be responsible for the day-to-day management of the Project.

## Section 7: Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

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

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

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

#### 7.1.2 Justifying Costs

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

#### 7.1.3 Funding Principles

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

A Party that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that 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 additional costs occurring to the other Parties in order to perform its and their tasks.
7.2 Budgeting
The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.
7.2.1 Budgeted costs eligible for 100% reimbursement
These costs shall be budgeted in the Consortium Budget in the following order of priority:  (a) banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator (b) a reasonable costs of Parties related to <ul style="list-style-type: none"><li>○ the delivery of certificates on the financial statements according to the EC-GA</li><li>○ the delivery of the certificate on the methodology, if any, unless the cost of such certification has already been paid to the beneficiary under a previous EC-GA and the methodology has not changed (EC-GA Article II.4.4 and II.14.1)</li><li>○ costs related to calls for new Beneficiaries</li></ul> (c) costs related to updating this Agreement (d) management costs of the Coordinator and the Management Support Team (e) intellectual property protection costs (f) costs for publications (g) costs for the tasks of chairpersons (h) 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

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

- budgeted costs for future work included in the Consortium Plan will be paid to Parties in separate instalments in conformity with the decisions of the General Assembly, costs accepted by the Commission will be paid to the Party concerned, taking into account the amounts already paid for such reporting period.
- 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.

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:

8.1 Joint ownership

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

at least 45 days prior notice must be given to the other joint owner(s); and fair and reasonable compensation must be provided to the other joint owner(s).

## 8.2 Transfer of Foreground

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

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (6) 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.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (6) after signature of this Agreement requires a decision of the General Assembly.

8.2.4 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.

## 8.3 Dissemination

### 8.3.1 Publication

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

8.3.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic 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.

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

#### 8.3.2 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 8.3.1 is not considered as an approval.

#### 8.3.3 Cooperation obligations

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

#### 8.3.4 Use of names, logos or trademarks

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

### Section 9: Access Rights

#### 9.1 Background covered

In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 2 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 2 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.

<p>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).</p>
<p>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.</p>
<p>9.2.4 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.</p> <p>Access Rights shall be free of any administrative transfer costs.</p> <p>Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.</p>
<p>9.2.5 Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.</p>
<p>9.2.6 All requests for Access Rights shall be made in writing.</p> <p>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.</p>
<p>9.2.7 The requesting Party must show that the Access Rights are Needed.</p>
<p>9.3 Access Rights for implementation</p>
<p>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, unless otherwise agreed for Background in Attachment 1.</p>
<p>9.4 Access Rights for Use</p>
<p>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.</p> <p>Access rights for internal research activities shall be granted on a royalty-free basis.</p>
<p>9.4.2 A request for Access Rights may be made up to twelve 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</p>

Project.
9.4.3 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.
9.5 Access Rights for Affiliated Entities
Affiliated Entities have Access Rights under the conditions of the EC-GA Article II.34.3.
Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.  Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the EC-GA or this Consortium Agreement as if such Affiliated Entities were Parties.  Access Rights may be refused to Affiliate Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Foreground.
Access Rights granted to any Affiliated Entity 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.
Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse. Further arrangements with Affiliated Entities may be negotiated in separate agreements.
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. 9.4.2.
9.7.2.2 Access Rights to be granted by any leaving Party
Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.
9.8 Specific Provisions for Access Rights to Software
For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software. 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 respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.
[MODULE IPR SC]
Specific Software provisions
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:

- a. (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;
- b. that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c. 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 sub-licences 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 sub-licence to the extent as necessary for the

<p>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:</p> <ul style="list-style-type: none"><li>- to maintain such product/service;</li><li>- 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).</li></ul>
<h4>9.8.4.1.3 Background</h4>
<p>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 sub-licence. Such sublicensing rights may, however, be negotiated between the Parties.</p>
<h4>9.8.4.2 Source Code</h4>
<h5>9.8.4.2.1 Foreground - Rights of a Party</h5>
<p>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.</p> <p>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.</p>
<h5>9.8.4.2.2 Foreground – Rights to grant sub-licences to end-users</h5>
<p>In addition, Access Rights, as far as Needed for the Use of the Party's own Foreground, shall comprise the right to sub-licence such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.</p> <p>Further sublicensing of Source Code is explicitly excluded.</p>
<h5>9.8.4.2.3 Background</h5>
<p>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 sub-licence. Such sublicensing rights may, however, be negotiated between the Parties.</p>

9.8.5 Specific formalities
<p>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.</p>
9.8.6 Open source Software
<p>The Parties acknowledge that the use within the Project of Software that is "open source" (as defined at <a href="http://www.opensource.org/docs/definition.php">http://www.opensource.org/docs/definition.php</a>), 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 Section 9.8.6 the use of Controlled Licence Terms in relation to the Project and Use and dissemination of the results thereof.</p> <p>Without limiting the scope of this Section 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' 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 licensed under Controlled Licence Terms, unless all Parties have unanimously approved in writing such use or introduction.</p> <p>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 sub-licensed on Controlled Licence Terms.</p>

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.

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).

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.

No Access Rights to any Background, or Foreground shall include the right to sub-licence 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.

This Paragraph (b) shall continue to apply without limit in time notwithstanding completion of the Project or any termination of this CA.

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 Section 9.8.6 shall limit the obligations of the Parties under Section 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:

- (a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- (b) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- (c) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- (d) 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:

- (a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- (b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- (c) 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;
- (d) the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- (e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- (f) the Confidential Information was already known to the Recipient prior to disclosure.

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

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure,

misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- a. notify the Disclosing Party, and
- b. comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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

## Section 11: Miscellaneous

### 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Background excluded)

Attachment 3 (Accession document)

Attachment 4 (Listed Affiliated Entities)

Attachment 5 (initial list of Members and other contact persons)

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

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



<p>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.</p>
<p>11.3 Notices and other communication</p>
<p>Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of Members and other contact persons in Attachment 5.</p> <p>Formal notices:</p> <p>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.</p> <p>Other communication:</p> <p>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.</p> <p>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.</p>
<p>11.4 Assignment and amendments</p>
<p>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.</p> <p>Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.3.6 (SP) require a separate agreement between all Parties.</p>
<p>11.5 Mandatory national law</p>
<p>Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.</p>
<p>11.6 Language</p>
<p>This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.</p>

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

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

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

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

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

Signatures : BED
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Bedfordshire Signature(s) Name(s) Carsten Maple Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : FORTH
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
Foundation for Research and Technology – Hellas Signature(s) Name(s) Title(s)

Signatures : BED
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Bedfordshire Signature(s) Name(s) Carsten Maple Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : USAAR
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
Universitaet des Saarlandes Signature(s) Name(s) Prof. Volker Linneweber Title(s) University President

Signatures : BED
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Bedfordshire Signature(s) Name(s) Carsten Maple Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : ICCS
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
Institute of Communication and Computer Systems Signature(s) Name(s) YANNIS VASSILIOU Title(s) Professor – ICCS Director

Signatures : BED

AS WITNESS:

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

University of Bedfordshire

Signature(s)

Name(s) Carsten Maple

Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : LUH

AS WITNESS:

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

Gottfried Wilhelm Leibniz Universitaet Hannover

Signature(s)

Name(s) Mr Henning Howind

Title(s) Head of Finance

Signatures : BED
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Bedfordshire Signature(s) Name(s) Carsten Maple Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : ASTRID
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
Astrid Research Kft. Signature(s) Name(s) Zoltan Kovacs Title(s) CEO

Signatures : BED
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Bedfordshire Signature(s) Name(s) Carsten Maple Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : ANS
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
AnSmart, Ltd Signature(s) Name(s) Title(s)



Signatures : BED
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Bedfordshire Signature(s) Name(s) Carsten Maple Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : TEI-C
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
Technological Educational Institute of Crete Signature(s) Name(s) Title(s)

Signatures : BED
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Bedfordshire Signature(s) Name(s) Carsten Maple Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : LIN
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Lincoln Signature(s) Name(s) Title(s)

[Attachment 1: Background included]
Access Rights to Background made available to the Parties: This represents the status at the time of signature of this Consortium Agreement.
[Attachment 2: Background excluded]
Background excluded from Access Rights: <b>BED</b> BED hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by BED other than that generated by the members of the Centre for Computer Graphics and Visualization in BED who are directly involved in carrying out this project. BED hereby also excludes from its obligation to grant Access Rights to all data, materials, methodologies, software and know-how not generated through the direct participation in the Project or which BED is not free to provide. BED hereby also excludes from its obligation grant Access Rights to Background that has been and/or will be derived outside the Project which BED due to third party rights is not able to grant Access Rights to or for which BED needs to get permission to grant such Access Rights. <b>FORTH</b> FORTH hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by FORTH other than that generated by the personnel of the Computational Medicine Lab (CML) at FORTH-ICS, who are directly involved in carrying out this project. FORTH hereby also excludes from its obligation to grant Access Rights to all data, materials, methodologies, software and know-how not generated through the direct participation in the Project or which FORTH is not authorised, entitled, free to provide with respect to third parties' rights. FORTH hereby also excludes from its obligation to grant Access Rights to Background that has been and/or will be derived outside the Project which FORTH due to third party rights is not able to grant Access Rights to or for which FORTH needs to get permission to grant such Access Rights. <b>USAAR</b> USAAR hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by USAAR other than that generated by the members of Prof Norbert Graf's group (Department of Paediatric Oncology and Haematology), who are directly involved in carrying out this project. USAAR hereby also excludes from its obligation to grant Access Rights to Background Knowledge all software developed for the ObTiMA tool up to the start of the MyHealthAvatar project. USAAR hereby also excludes from its obligation to grant Access Rights to all data, materials, methodologies, software and know-how not generated through the direct participation in the Project or which USAAR is not free to provide.

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

#### **ICCS**

ICCS hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by ICCS other than that generated by the members of the research group of Research Professor Georgios Stamatakos (In Silico Oncology Group, ICCS) who are directly involved in carrying out this Project.

ICCS hereby also excludes from its obligation to grant Access Rights to all data, materials, methodologies, software and know-how not generated through the direct participation in the Project or which ICCS is not free to provide.

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

#### **LUH**

Access Rights to the Background of LUH are restricted to the Background accumulated and developed in the research group directly involved in carrying out the Project (Institut für Rechtsinformatik, group of Professor Forgó). All other Background is excluded from Access Rights.

#### **ASTRID**

Astrid hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by Astrid other than that generated by its employees who are directly involved in carrying out this project.

Astrid hereby also excludes from its obligation to grant Access Rights to all data, materials, methodologies, software and know-how not generated through the direct participation in the Project or which Astrid is not free to provide.

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

#### **ANS**

ANS hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by ANS other than that generated by the members of the research group of Dr. Xujiang Ye who are directly involved in carrying out this Project.

ANS hereby also excludes from its obligation to grant Access Rights to all data, materials, methodologies, software and know-how not generated through the direct participation in the Project or which ANS is not free to provide.

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

#### **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.

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

**LIN**

LIN hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by LIN other than that generated by the members of the research group of Dr. Xujiong Ye who are directly involved in carrying out this Project.

LIN hereby also excludes from its obligation to grant Access Rights to all data, materials, methodologies, software and know-how not generated through the direct participation in the Project or which LIN is not free to provide.

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

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

[Attachment 3: 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 4: Listed Affiliated Entities]

[Attachment 5: Initial list of Members and other contact persons ]

Recipients for Notices

Recipients for Notices in Accordance with Section 11 of this *Consortium Agreement*.

<Party >,

Member of the General Assembly:

Mrs X

Position

Tel. +

Fax +

E-mail:

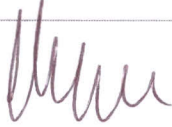
00000 City, Country,

<Party >,

Member of the General Assembly:

Mr X

Position Tel. + Fax + E-mail: 00000 City, Country, ...
[Attachment 6: List of Third Parties] List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties.

Signatures : BED
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
University of Bedfordshire Signature(s)  Name(s) Carsten Maple Title(s) Pro Vice Chancellor (Research & Enterprise)

Signatures : FORTH
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in counterparts the day and year first above written.
Foundation for Research and Technology – Hellas Signature(s)  Name(s) <b>COSTAS FOTAKIS</b> Title(s) <b>Chairman, Board of Directors, FO.R.T.H.</b>

