

SEMEOTICONS

**SEMEiotic Oriented Technology for Individual's CardiOmetabolic
risk self-assessmeNt and Self-monitoring**

Grant agreement no.: 611516

CONSORTIUM AGREEMENT

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Change Records			
Version	Date	Changes	Author
Version 0.1	2013-11-15	Draft of the First CA Model	CNR
Version 0.2	2013-12-20	Second Draft	CNR
Version 0.3	2014-01-20	Contribution by partners	All
Version 1	2014-03-17	Final Version	CNR

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-Grant Agreement and Annex II adopted on 10 April 2007, hereinafter referred to as Annex II of the EC-Grant Agreement, and is made on **XXXXXXXXXXXXXXXXXX**, hereinafter referred to as "Effective Date"

BETWEEN:

CONSIGLIO NAZIONALE DELLE RICERCHE,

hereinafter referred to as "CNR", established in Piazzale Aldo Moro,7 , 00185 Roma - Italy, represented by Mr. Claudio MONTANI, acting in his capacity of Director of Istituto di Scienza e Tecnologie dell'Informazione "A. Faedo", or his authorized representative, duly authorized for the purposes hereof

the Coordinator

FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS,

hereinafter referred to as "FORTH", established in N Plastras Str 100, 70013 Heraklion - Greece, represented by Mr. Costas FOTAKIS, acting in his capacity of Chairman of the Board of Directors of FORTH, or his authorised representative, duly authorized for the purposes hereof

LINKOPINGS UNIVERSITET,

hereinafter referred to as "LIU", established in Campus Valla, 581 83 Linköping - Sweden, represented by the Department of Biomedical Engineering acting through the University Director Kent Waltersson , acting in his capacity of Research Director, or their authorised representative, duly authorized for the purposes hereof

UNIVERSITY OF CENTRAL LANCASHIRE,

hereinafter referred to as "UCLAN", established in Pr1 2HE Preston - United Kingdom, represented by Ms. Alexis HOLDEN, acting in her capacity of Head Funding Development and Support and/or Ms. Deborah REID, acting in her capacity of Group Executive Director of Finance, or their authorized representative, duly authorized for the purposes hereof

NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU,

hereinafter referred to as "NTNU", established in Hogskoleringen 1, 7491 Trondheim - Norway, represented by Ms. Kari MELBY, acting in her capacity of Pro-Rector Research, or her authorised representative, duly authorized for the purposes hereof

CENTRE DE RECHERCHE EN NUTRITION HUMAINE RHONE-ALPES,

hereinafter referred to as "CRNH", established in Chemin du Grand Revoyet 165, 69310 Pierre-Benite - France, represented by Ms. Martine LAVILLE, acting in her capacity of Director and/or Ms. Sylvie NORMAND, acting in her capacity of Research Engineer, or their authorised representative, duly authorized for the purposes hereof

INTECS SPA,

hereinafter referred to as "INTECS", established in Salita del Poggio Laurentino 7, 00144 Roma - Italy, represented by Mr. Massimo MICANGELI, acting in his capacity of President, or his authorised representative, duly authorized for the purposes hereof

HELLENIC TELECOMMUNICATIONS & TELEMATICS APPLICATIONS COMPANY,

hereinafter referred to as “FORTHNET”, established in Science & Technology Park of Crete, Vassilikia Vouton, Innovation Dept., 71003 Heraklion - Greece, represented by Mr. Manolis STRATAKIS, acting in his capacity of Director of Research Projects, or his authorized representative, duly authorized for the purposes hereof

DRACO SYSTEMS. SL,

hereinafter referred to as “DRACO”, established in Edifici Cim Valles Oficina 61-62, 08130 Santa Perpetua de Mogoda – Spain , represented by Ms. Meritxell GIMENO, acting in her capacity of CEO and/or Mr. Jordi POSAS, acting in his capacity of R&D Director, or their authorised representative, duly authorized for the purposes hereof

COSMED SRL,

hereinafter referred to as “COSMED”, established in Viale dei Misenati 1/A, 00122 Roma - Italy, represented by Mr. Marco BRUGNOLI, acting in his capacity of Managing Director and/or Ms. Dalia ALFONSI, acting in her capacity of Assistant Managing Director, or their authorised representative, duly authorized for the purposes hereof

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

relating to the Project entitled:

SEMEiotic Oriented Technology for Individual’s CardiOmetabolic risk self-assessmeNt and Self-monitoring

in short:

SEMEOTICONS

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-Grant Agreement n. 611516.

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

“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.

“Affiliated Entities”

means:

Any legal entity that is under the direct or indirect control of a participant, or under the same direct or indirect control as the participant set out in the Rules for Participation (Article 2.2), control taking any of the forms set out in Article 6(2) of the Rules for Participation.

“Background”

means:

Information which is held by participants prior to their accession to the grant agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to the grant agreement, and which is needed for carrying out the indirect action or for using the results of the indirect action, as set out in Article 2.5 of the Rules for Participation.

“Foreground”

means:

The results, including information, whether or not they can be protected, which are generated by the indirect action concerned. Such results include rights related to copyright, design rights, patent rights, plant variety rights or similar forms of protection, as defined in Article 2.4 of the Rules for Participation.

<p>Section 2: Purpose</p>
<p>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 <i>inter alia</i> liability, Access Rights and dispute resolution.</p>
<p>Section 3: Entry into force, duration and termination</p>
<p>3.1 Entry into force</p>
<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>
<p>3.2 Duration and termination</p>
<p>This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-Grant Agreement and under this Consortium Agreement.</p> <p>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 Grant Agreement (EC-Grant Agreement Article II.37. and II.38.).</p> <p>If the Commission does not award the EC-Grant Agreement or terminates the EC-Grant Agreement or a Party's participation in the EC-Grant Agreement, 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>
<p>3.3 Survival of rights and obligations</p>
<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>
<p>Section 4: Responsibilities of Parties</p>
<p>4.1 General principles</p>
<p>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-Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian Law.</p>
<p>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.</p>
<p>Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.</p>
<p>Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.</p>
<p>4.2 Breach</p>
<p>In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-Grant Agreement (e.g.: a partner producing poor quality work), the Coordinator will give written notice to such Party</p>

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 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-Grant Agreement. 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-Grant Agreement.

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-Grant Agreement 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.

In the case of transfer of material between Parties for the performance of the Project, an agreement based on the model of the Material Transfer Agreement provided on the DESCA website (www.DESCA-FP7.eu) shall be entered into between the said Parties and may be amended to contain specific conditions regarding liabilities.

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.

Governance structure
Section 6: Governance Structure
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-Grant Agreement and this Consortium Agreement.</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
<p>Any Member:</p> <ul style="list-style-type: none"> - 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
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>6.3.2.5 During a meeting of the General Assembly the Members present or represented can unanimously agree to add a new</p>

<p>item to the original agenda.</p>
<p>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).</p> <p>6.3.2.7 Meetings of the General Assembly may also be held by teleconference or other telecommunication means. Any decision may also be taken without a meeting by circulating 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).</p> <p>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.</p>
<p>6.3.3 Voting rules and quorum</p>
<p>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).</p> <p>6.3.3.2 Each Member shall have one vote.</p> <p>6.3.3.3 Defaulting Parties may not vote.</p> <p>6.3.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of the votes.</p>
<p>6.3.4 Veto rights</p>
<p>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.</p> <p>6.3.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.</p> <p>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.</p> <p>6.3.4.4 In case of exercise of veto, the Members shall make every effort to resolve the matter that occasioned the veto to the general satisfaction of all Members.</p> <p>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.</p> <p>6.3.4.6 A Party requesting to leave the Consortium may not veto decisions relating thereto.</p>
<p>6.3.5 Minutes of meetings</p>
<p>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.</p> <p>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.</p> <p>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.</p>
<p>6.3.6 Decisions of the General Assembly</p>
<p>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.</p>

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-Grant Agreement 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 5 (List of Third Parties)

Evolution of the Consortium

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

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 Project Coordinator

6.4.1 The *Project Coordinator* or *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-Grant Agreement 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-Grant Agreement.

6.5 Management Office

The *Project Management Office* consists of a team grouping the *Project Coordinator*, the *Scientific Coordinator* and the *Clinical Coordinator*.

6.5.1 *The Technical-Scientific Coordinator (TSC)* will be in charge of the planning, management and monitoring of the research and technological development activities, including the coordination of scientific and technical work between Work Packages.

The TSC will be responsible for:

- (a) Monitoring the Project progress on a day-to-day basis for continuous rating of the achievements, objectives, tasks, Work Packages, and the entire Project;
- (b) Assessing the scientific contribution of each individual Project Partner;
- (c) Ensuring a smooth and efficient collaboration of all Partners;
- (d) Chairing the Management Office;
- (e) Chairing the SEMEOTICONS External Experts Advisory Board;
- (f) Leading the scientific dissemination activities;
- (g) Running the quarterly risk management activity;
- (h) Checking the delivery of documents and information regarding the SEMEOTICONS Project within the agreed time;
- (i) Driving the process for updating the description of work according to Project, science and technology evolution.

The *Clinical Coordinator* (CC) will be in charge of the integration between technical activities and user and medical requirements in order to optimize the results in each field in relation with objectives and ethical issues. Moreover the CC closely collaborate with the TSC for the management of scientific and dissemination activities. In particular, the CC will be responsible for:

- (a) Monitoring the Project progress in order to evaluate the impact of the achievements on the expected results and ethical issues;
- (b) Monitoring the coherence between data analysis and coaching messages;
- (c) Monitoring the integration between the technical and clinical Partners;
- (d) Close collaboration with TSC for risk management activity, particularly, in relation to user safety and privacy;
- (e) Chairing of the SEMEOTICONS Ethical Committee;
- (f) Close collaboration with TSC for updating the description of work according to state of the art and emerging clues in cardio-metabolic risk prevention and self-monitoring.

6.6 Work Package Leader

The Project is structured in **11** Work Packages, each led by a Work Package Leader, designated in the Annex I of the Grant Agreement.

Work Package leaders are nominated for the detailed coordination, planning, monitoring and reporting of the Work Package. They are in charge of, and for the coordination of the Work Package with the other Work Packages.

Specific Work Package meetings will be organized according to specific needs, under the chairmanship of the concerned Work Package Leader.

The Work Package Leaders will report every 4 (four) months to the Coordinator the progress of the work on the basis of regularly updated follow-up tables and planning.

These progress reports will contain a review of:

- Work carried out, results obtained.
- Work delayed, reasons and actions to correct the problems.
- Work planned for the following period.
- Percentage of completion, estimated time of completion.

The Coordinator will summarise the overall Project status and planning and will coordinate the preparation of the Project report and take care of their distribution. Any required modification of the planning or implementation plan will be identified through the progress reports and discussed during the meetings of the General Assembly.

6.7 External Expert Advisory Board

Considering that the current Project has the potential to deeply impact society and industry, it is important to accurately organise the activities so as to maximise the chances for a successful exploitation of results. The SEMEOTICONS Consortium believes that it is particularly important to pursue scientific excellence, since the beginning of the Project. In this view, SEMEOTICONS will set up an external Experts Advisory Board (EAB) whose mission will be:

- To monitor the progresses (and help assessing the risks) with respect to the major Project objectives and the scientific quality of the work carried out, acting as a peer-review council,
- To foster innovation, by advising the Management Office for facilitating the adoption of SEMEOTICONS resulting technologies by the different target industrial sectors, and,
- If needed, to suggest improvements in the work plan for maximal impact.

The EAB will interact directly with the General Assembly with an external.

The following candidates have confirmed their availability and will be part of the EAB:

- Prof. **Paolo G. Camici**, Professor of Cardiology and Headmaster of the High-specialization School of Cardiology at Università Vita Salute San Raffaele, Milan
- Prof. **Hans J.A. Romijn**, Professor of Internal Medicine at the Faculty of Medicine of the University of Amsterdam. He is particularly focused on Endocrinology and Metabolic Disorders
- Prof. **A. Enis Cetin**, full Professor of Electrical and Electronics Engineering, at the Bilkent University, expert in image and signal processing, Human-Computer Interaction using vision and speech
- Prof. **Tamás Szirányi**, Scientific Adviser with the Computer and Automation Institute of Hungarian Academy of Sciences, Head of Distributed Events Analysis Research Group, Professor with the Péter Pázmány Catholic University, Department of Information Technology. He is particularly expert in image analysis, biometrics in identification, multiple camera systems, and pattern recognition.

The main purpose of this board will be to provide long-term vision and guidance for the Project. In this frame, the TSC will receive and request suggestions from the EAB and act as an interface between the EAB itself and the General Assembly. A memorandum of Understanding will be put in place, defining the rights, duties and expectations between the EAB members and the SEMEOTICONS Consortium. No remuneration is planned for the EAB members, but travel expenses will be covered. Furthermore the General Assembly will organize at least two plenary meetings inviting also the EAB using a specific budget for this scope; those meetings will serve also as an important dissemination activity.

6.8 Ethical Committee

The research that we will be carried out in SEMEOTICONS may lead to questions that are related to Ethics. The SEMEOTICONS Consortium has set up an Internal Ethical Committee as a consulting body to help defining an appropriate research approach related to potential ethical questions.

In particular, the Internal Ethical Committee is aimed at advising the Consortium about the psychological, social and ethical implications of the Wize Mirror development and usage.

The Committee members will read and comment the deliverables, particularly concerning the interaction and communication with the users. Advises reported by the Committee may be included then in the deliverables or, if necessary, be discussed in the general assembly.

The members of the Internal Ethical Committee will have to participate at the ethical committee meetings and, if required, to project meetings as discussants.

Possible dissemination activities related to ethical issues will be supported.

The Internal Ethical Committee includes three internal members from the Project Consortium, i.e. Martine Laville

(CRNH), Giuseppe Coppini (CNR-IFC), Paolo Marraccini (CNR-IFC), and three external members.

The following candidates have confirmed their availability and have been approved by the Consortium as external members:

- **Dr Charlie Frowd**, Senior Lecturer in Psychology Humanities and Social Sciences, Department of Psychology University of Winchester, Hampshire
- **Dr Tommaso Cavallo**, lectures in History of Modern and Contemporary Philosophy at the University of Pisa, Italy
- **Dr Jean-Pierre Durif-Varembont**, Psychologue Clinicien, Centre de Recherches en Psychopathologie et psychologie Clinique, Institut de Psychologie, Université Lumière Lyon 2.

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.

7.1.5 Late contributions

All agreed contributions to deliverables have to be submitted in the agreed time by the involved Party. If the contribution is unjustifiably late, the Coordinator:

- 1) 15 days after the date the contribution is due, may send an official letter to the Party responsible and notify all other Parties;

- 2) 30 days after the date the contribution is due, may notify the European Commission and record the delay in the official management report to the European Commission;
- 3) 45 days after the date the contribution is due, may raise the issue to the General Assembly and will impose, if applicable, a delay in the payment to the Party and propose a vote to declare the Party to be a Defaulting Party.

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;
- a reasonable costs of Parties related to:
 - the delivery of certification of financial statements according to the EC-Grant Agreement;
 - the certification of the financial/administrative methodology, unless the methodology has already been used by the Beneficiary in a previous EC-Grant Agreement and has not changed (EC-Grant Agreement Article II.4.4 and II.14.1) and/or;
 - the certification of the simplified method of calculation of a Party's full indirect eligible costs (Grant Agreement Article II.15.2.a), if any;
- costs related to calls for new Beneficiaries;
- costs related to updating this Agreement;
- management costs of the Coordinator and the Project Manager;
- 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 that are not allowed as management cost according to Annex II of the EC-Grant Agreement (EC-Grant Agreement 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:

- pre-financing payment, the amount of which is provided in the Grant Agreement, will be paid to the Parties

<p>proportionally to their share in the Project as detailed in Annex 1 of the Grant Agreement and which shall be forwarded to Parties in three instalments: a) 70% of the amount shall be paid following the reception of funds by the Coordinator; b) 20% shall be paid at the end of month 12 counted from the Effective Date of the Project, in conformity with the decisions of the General Assembly; c) 10% shall be paid at the end of month 18 counted from the Effective Date of the Project, in conformity with the decisions of the General Assembly;</p> <p>Interim payments and final payment, corresponding to the amount approved by the European Commission for each Party and for each reporting period. The interim payments shall not exceed 90% of each Party's share of the Community contribution</p>
<p>The Coordinator is entitled to withhold any payments due to a Party identified to be in breach of its obligations under this Consortium Agreement or the EC-Grant Agreement" 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.</p>
<p>Section 8: Foreground</p>
<p>Regarding Foreground, EC-Grant Agreement Article II.26. - Article II.29. shall apply with the following additions:</p>
<p>8.1 Joint ownership</p>
<p>Where Foreground is generated from work carried out jointly by two or more Parties and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the <i>Parties</i> shall have joint ownership of this work. The joint owners shall, within a six (6) month period as from the date of the generation of such Foreground, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Foreground on a case by case basis. However, until the time a joint ownership agreement has been concluded and as long as such rights are in force, such Foreground shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Foreground by the joint owners concerned</p> <p>Where no joint ownership agreement has yet been concluded:</p> <ul style="list-style-type: none"> - each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis for internal research, and without requiring the prior consent of the other joint owner(s), and - each of the joint owners shall be entitled to Use the joint Foreground for commercial purposes and 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).
<p>8.2 Transfer of Foreground</p>
<p>8.2.1 Each Party may transfer ownership of its own Foreground following the procedures of the EC-Grant Agreement Article II 27.</p>
<p>8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (5) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-Grant Agreement Article II.27.3.</p>
<p>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 (5) after signature of this Agreement requires a decision of the General Assembly.</p>
<p>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 that prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-Grant Agreement, Article II 27.2.</p>

<p>8.3 Dissemination</p>
<p>8.3.1 Publication</p>
<p>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-Grant Agreement subject to the following provisions. Prior notice of any planned publication shall be made 15 calendar days before the publication and sufficient information concerning the planned publication and the data envisaged to be published shall be provided to accompany the notice so that the partners may properly consider the material (the detail thereof) and thus determine whether they would wish to object to its publication/request amendments. Any objection to the planned publication shall be made in accordance with the EC-Grant Agreement in writing to the Coordinator and to any Party concerned 5 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted, unless otherwise decided and agreed with the objecting partners.</p> <p>8.3.1.2 An objection is justified if (a) the objecting Party's legitimate academic or commercial interests in relation to its Foreground or Background are compromised by the publication; or (b) the protection of the objecting Party's Foreground or Background is adversely affected.</p> <p>The objection has to include a precise request for necessary modifications.</p>
<p>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.</p> <p><i>8.3.1.4 Overcoming Objections</i> <i>None of the Parties may withhold its consent to publication upon the expiry of a period of three (3) calendar months following the first submission of the proposed publication/ communication. The Parties acknowledge that the main purpose of that time limit is to allow for the possibility to file patent applications.</i></p>
<p>8.3.2 Publication of another Party's Foreground or Background</p>
<p>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.</p> <p>For the avoidance of doubt, the absence of an objection according to 8.3.1 is considered as an approval.</p>
<p>8.3.3 Cooperation obligations</p>
<p>The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.</p>
<p>8.3.4 Use of names, logos or trademarks</p>
<p>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.</p>
<p>Section 9: Access Rights</p>
<p>9.1 Background covered</p>
<p>In accordance with and subject to the provisions of the EC-Grant Agreement, 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.</p>

9.2 General Principles
<p>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> <p>9.2.2 As provided in the EC-Grant Agreement 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. Access Rights shall be free of any administrative transfer costs. Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-Grant Agreement 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. 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>
9.3 Access Rights for implementation
<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>
9.4 Access Rights for Use
<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, as set out in Article 2.3 of the Rules for Participation.</p> <p>Access Rights for internal research activities shall be granted on a royalty-free basis.</p> <p>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 as set out in Article 2.3 of the Rules for Participation.</p> <p>9.4.3 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 Project.</p>
9.5 Access Rights for Affiliated Entities
<p>Affiliated Entities have Access Rights under the conditions of the EC-Grant Agreement Article II.34.3.</p> <p>Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.</p> <p>Affiliated Entities that 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-Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.</p> <p>Access Rights may be refused to Affiliate Entities if such granting is contrary to the legitimate interests of the Party which owns</p>

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 cease. Further arrangements with Affiliated Entities may be negotiated in separate agreements.
9.6 Additional Access Rights
The Parties agree to negotiate in good faith any additional Access Rights to Foreground as might be asked for by any Party, upon adequate financial conditions to be agreed.
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-Grant Agreement 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.

This rule will possibly require an exception with regard to DRACO SYSTEM SL if, in accordance with the Project development, they will be in charge to integrate all the software and will need to receive the source code of the algorithms and associated software documentation in order to develop the new hardware platform. However DRACO SYSTEM SL pledges to limit the use of the aforementioned information only within the scope of the Project.

Section 10: Non-disclosure of information

10.1 All information of whatever nature or form disclosed by a Party (the "**Disclosing Party**") to any other Party (the "**Recipient**") in connection with the Project after the date of signing this agreement is "Confidential Information". Each Recipient undertakes not to use Confidential Information for any purpose other than: (a) in accordance with the terms of the Grant Agreement and this Consortium Agreement; and (b) for the purpose of performing obligations or as Needed for exercising rights granted by or pursuant to either such agreement.

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-Grant Agreement, 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-Grant Agreement;
- (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 Each Recipient undertakes to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care) and, subject to Section 10.7, not to disclose Confidential Information to any third party, excluding Affiliated Entities, without the prior written consent of the Disclosing Party.

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.

LIU hereby informs the consortium that LIU is a Swedish authority and as such subject to the freedom of Information act. Nothing in the CA shall prevent the disclosure of information needed with reference to the Freedom of Information act.

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

Section 11: Miscellaneous

<p>11.1 Attachments, inconsistencies and severability</p>
<p>This Consortium Agreement consists of this core text and</p> <p>Attachment 1 (Background included) Attachment 2 (Background excluded) Attachment 3 (Accession document) Attachment 4 (Initial list of Members and other contact persons) Attachment 5 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)</p> <p>In case the terms of this Consortium Agreement are in conflict with the terms of the EC-Grant Agreement, 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.</p>
<p>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.</p>
<p>11.2 No representation, partnership or agency</p>
<p>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.</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 4.</p> <p>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.</p> <p>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.</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 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</p>

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
All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be subject to the jurisdiction of the national courts of Belgium. The Parties agree to use reasonable endeavours to try to amicably settle any dispute, controversy or claim arising between them in relation to the implementation of the EC Grant Agreement and/ or of this Consortium Agreement and for such purpose, to bring the dispute, controversy or claim at the General Assembly.

Section 12: Signatures
AS WITNESS: The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in ten (10) counterparts, day and year first above written. All of which together shall constitute one and the same instrument. The Coordinator and each other Party shall sign two (2) original counterparts and return them to the Coordinator for counter-signature. Each Party shall have an original counterpart with its signature and the Coordinator's signature, and copies of the other Parties' counterparts. The Coordinator shall collect the signed counterparts and have an obligation to send copies of all signed counterparts to each Party within sixty (60) days of receipt of the signed counterparts from the Parties.

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

2) FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS (FORTH)

Signature: _____

Name: Prof. Costas Fotakis

Title: Chairman of the Board of Directors

Date: _____

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

3) LINKOPINGS UNIVERSITET (LIU)

Signature: _____

Name: Mr Kent Waltersson

Title: University Director

Date: _____

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

4) UNIVERSITY OF CENTRAL LANCASHIRE (UCLAN)

Signature: _____

Name: Dr. Alexis Holden

Title: Head Funding Development and Support

Date: _____

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

5) NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET (NTNU)

Signature: _____

Name: Prof. Torbjørn Digernes

Title: Rector

Date: _____

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

6) CENTRE DE RECHERCHE EN NUTRITION HUMAINE RHONE-ALPES (CRNH)

Signature: _____

Name: Dr. Martine Laville

Title: Director

Date: _____

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

7) INTECS SPA (INTECS)

Signature: _____

Name: Dr. Massimo Micangeli

Title: President

Date: _____

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

8) HELLENIC TELECOMMUNICATIONS & TELEMATICS APPLICATIONS COMPANY (FORTHNET)

Signature: _____

Name: Dr. Yannis Kavaklis

Title: Chief Strategy Officer

Date: _____

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

9) DRACO SYSTEMS. SL (DRACO)

Signature: _____

Name: Dr. Meritxell Gimeno

Title: CEO

Date: _____

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

9) COSMED SRL (COSMED)

Signature: _____

Name: Dr. Marco Brugnoli

Title: Managing Director

Date: _____

[Attachment 1: Background included]

Access Rights to Background made available to the Parties:

CNR: states that the Background available for the Project shall be only the Background generated or accumulated by the CNR's research groups directly participating in the "SEMEOTICONS" Project provided it is needed under the terms of the EC Grant Agreement and this Consortium Agreement.

FORTH:

LIU:

UCLAN:

NTNU: grants access to Background consisting of existing algorithms and models for determination of optical properties in skin to the University of Linkøping (LIU), always provided that such access rights are needed and under the further terms of the EC Grant Agreement and this Consortium Agreement.

CRNH: states that the Background available for the Project shall be only the Background generated or accumulated by the GIP CRNH Rhône-Alpes directly participating in the "SEMEOTICONS" Project provided it is needed under the terms of the EC Grant Agreement and this Consortium Agreement.

INTECS: states that the Background available for the Project shall be only the Background generated or accumulated by the INTECS personnel and/or scientists and/or students directly involved in the "SEMEOTICONS" Project provided it is needed under the terms of the EC Grant Agreement and this Consortium Agreement.

FORTHNET: states that the Background available for the Project shall be only the Background generated or accumulated by ForthnetGroup S.A and affiliated companies' employees directly participating in the "SEMEOTICONS" Project provided it is needed under the terms of the EC Grant Agreement and this Consortium Agreement

DRACO: states that the background available for the project shall be only the Background generated in the "SEMEOTICONS" project provided under the terms of the EC Grant Agreement and this Consortium Agreement.

COSMED: states that the Background available for the Project shall be only the Background generated or accumulated by the COSMED's research groups directly participating in the "SEMEOTICONS" Project provided it is needed under the terms of the EC Grant Agreement and this Consortium Agreement.

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

[Attachment 2: Background excluded]

Background excluded from Access Rights:

CNR:

- hereby excludes from its obligation to grant Access Rights to Background all Background generated by CNR other than Background described in Attachment 1 specifically relevant to Project activities which is generated by CNR's research groups directly involved in "SEMEOTICONS" Project ;
- hereby excludes from its obligation to grant Access Rights to Background, all Background which CNR due to third party rights is not able to grant Access Rights to.

FORTH: FORTH hereby excludes from its obligation to grant Access Rights to 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.

LIU: hereby excludes from its obligation to grant Access Rights:

- Background developed by personnel, scientists, or students at LIU not participating in the Project
- Background developed by personnel, scientists, or students at LIU participating in the Project which is outside the scope of the Project.
- All Background in patents and current patent applications.
- Any unpublished Background work that LIU wants to publish before disclosure to the Project.
- All Background that is covered under other specific research agreements and confidentiality agreements and therefore subject to third party rights.

Furthermore, LIU excludes its method (principles, methodologies, hardware and algorithms) for probe-based combined laser Doppler Flowmetry and Diffuse Reflectance Spectroscopy from its obligation to grant Access Rights.

Furthermore, LIU excludes its method (principles, methodologies, hardware and algorithms) for imaging Laser Speckle Contrast Analysis and laser Doppler Flowmetry from its obligation to grant Access Rights.

UCLAN: hereby excludes from its obligation to grant Access Rights:

- all Background generated by employees, agents or representatives of UCLan other than those directly involved in the Project;
- all Background generated by employees, agents or representatives of UCLan that are directly involved in the Project, which is unrelated to the work plan, aims and objectives of the Project; and
- all Background which UCLan, due to existing or future third party rights, is unable to grant Access Rights to.

Furthermore, UCLan excludes its facial datasets from its obligation to grant Access Rights. Access Rights to such datasets will be at UCLan's sole discretion and subject to the agreement of fair and reasonable conditions.

NTNU:

CRNH: hereby excludes from its obligation to grant Access Rights:

- Pre existing CRNH Rhône-Alpes's knowledge and Know-How
- all Background generated by employees or representatives of CRNH Rhône-Alpes other than those directly involved in the Project;
- all Background generated by employees or representatives of CRNH Rhône-Alpes that are directly involved in the

Project, which is unrelated to the work plan, aims and objectives of the Project

- all Background which CRNH Rhône-Alpes, due to existing or future third party rights, is unable to grant Access Rights to.

INTECS: hereby excludes from its obligation to grant Access Rights:

- all Background that has been and/or will be created and developed by personnel and/or scientists and/or students who are not involved in the Project.

FORTHNET: hereby excludes from its obligation to grant Access Rights:

- All Background generated by employees, agents or representatives of ForthnetGroup S.A and affiliated companies. other than those directly involved in the Project;
- All Background generated by employees, agents or representatives of ForthnetGroup S.A and affiliated companies, that are directly involved in the Project, which is unrelated to the work plan, aims and objectives of the Project;
- All Background which ForthnetGroup S.A and affiliated companies, due to existing or future third party rights, is unable to grant Access Rights to.

DRACO: Hereby excludes from its obligation to grant Access Rights to:

- All Background generated by Draco employees that are directly involved in the Project.
- Other than Background described in Attachment 1 specifically relevant to Project activities that is generated by Draco employees directly involved in "SEMEOTICONS" Project.
- All Background that DRACO due to third party rights is not able to grant Access Rights to.
- All Background that DRACO, due to existing or future third party rights, is unable to grant Access Rights to.
- All the know-how, hardware datasets and firmware drivers. Access Rights to such datasets will be at DRACO's sole discretion and subject to the agreement of fair and reasonable conditions.

COSMED: hereby excludes from its obligation to grant Access Rights:

- all Background generated by employees, agents or representatives of COSMED other than those directly involved in the Project;
- all Background generated by employees, agents or representatives of COSMED that are directly involved in the Project, which is unrelated to the work plan, aims and objectives of the Project; and
- all Background which COSMED, due to existing or future third party rights, is unable to grant Access Rights to.

Furthermore, COSMED excludes its facial datasets from its obligation to grant Access Rights. Access Rights to such datasets will be at COSMED's sole discretion and subject to the agreement of fair and reasonable conditions

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-Grant Agreement]

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-Grant Agreement]

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: Initial list of Members and other contact persons]

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

1) CNR,

Chairman of the General Assembly,

Project Manager,

contact person for scientific, legal and administrative affairs

Dr. Sara Colantonio

Position: Project Coordinator

Tel.: +39-050 315 3141

email: sara.colantonio@isti.cnr.it

Address: Istituto di Scienza e Tecnologie dell'Informazione "A. Faedo" – Via G. Moruzzi, 1 – 56124 Pisa (I)

other contact person:

Dr. Claudio Montani,

Position: Director of Istituto di Scienza e Tecnologie dell'Informazione "A. Faedo" CNR

tel.: +39-050 315 2878

email: direttore@isti.cnr.it

Address: Istituto di Scienza e Tecnologie dell'Informazione "A. Faedo" – Via G. Moruzzi, 1 – 56124 Pisa (I)

[Attachment 5: List of Third Parties]

For CRNH:

Hospices Civils de Lyon (HCL), a constitutive member of CRNH will be involved in SEMEOTICONS as a Third Party which will make part of its resources available to CRNH, in particular nurse personnel. The cost of HCL personnel will be submitted by CRNH in its own Financial Statement. CRNH will reimburse HCL after the Form C has been approved by the European Commission. The effort is estimated as nurses' ten person/months for a total amount of **40,000€**.

Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

2) FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS (FORTH)

Signature:  _____

Name: Prof. Costas Fotakis

Title: Chairman of the Board of Directors

Date: 6/6/2014



Signature Page

1) CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature: _____

Name: Dr. Claudio Montani

Title: Director

Date: _____

2) FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS (FORTH)

Signature:  _____

Name: Prof. Costas Fotakis

Title: Chairman of the Board of Directors

Date: 6/6/2014

