

CONSORTIUM AGREEMENT

OpenNESS

" OPERATIONALISATION OF NATURAL CAPITAL AND ECOSYSTEM
SERVICES: FROM CONCEPTS TO REAL-WORLD APPLICATIONS "

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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 Version 6 adopted on 24 January 2011, hereinafter referred to as Annex II of the EC-GA, and is made on 2012-10-09, hereinafter referred to as "Effective Date"

BETWEEN:

1. **The Finnish Environment Institute (SYKE),**
established in Mechelininkatu 34a, 00250 Helsinki, Finland, and duly represented by Mr. Per Mickwitz, Research Director and Mrs. Eeva Furman, professor,

- the Coordinator –
2. **Helmholtz-Zentrum für Umweltforschung GmbH - UFZ (UFZ)**
established in Permoser Strasse 15, 04318 Leipzig, Germany and duly represented by prof. Georg Teutsch, Scientific Director and D. Heike Graßmann, Administrative Director.
3. **Stichting Dienst Landbouwkundig Onderzoek (Alterra)**
established in Droevendaalsesteeg 3, 6708 PB Wageningen, The Netherlands and duly represented by Ir. C.T. Slingerland, Director Alterra
4. **PBL Netherlands Environmental Assessment Agency (Ministerie van Infrastructuur en Milieu)**
established in Oranjevuitensingel 6, 2511 VE 's Gravenhage, The Netherlands, and duly represented by ir. R. van den Berg (deputy director)
5. **Natural Environment Research Council (NERC)**
established in Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1EU, United Kingdom and duly represented Mrs Carol Hughes.
6. **The Chancellor, Masters and Scholars of The University of Oxford (UOXF)**
whose administrative offices are at University Offices, Wellington Square, Oxford OX1 2JD, duly represented by Ms Eve Henshaw, Senior Research Contracts Manager
7. **The University Of Nottingham (UNOTT)**
established in University Park, Nottingham, NG7 2RD, United Kingdom and duly represented by Mr Martin Wynne-Jones, Director of Finance and/or Mr Graham Ward, Commercial Director
8. **Stiftelsen Norsk Institutt for Naturforskning (NINA)**
established in Tungasletta 2, N-7047 Trondheim, Norway and duly represented by Mr. Stein Erik Aagaard, Chief Financial Officer
9. **Vlaams Gewest (INBO)**

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- established in Koning Albert II Laan 20, 1000 Brussel, Belgium and duly represented by Dr. Jurgen Tack, CEO
10. **JRC -Joint Research Centre- European Commission (JRC)**
European Union, represented by the European Commission, Joint Research Centre, having its registered office at 1049 Brussels, Rue de la Loi, represented by Maria BETTI, Director, or her authorised representative
 11. **Helsingin yliopisto (UH)**
established in Yliopistonkatu 4, 00014 University of Helsinki and duly represented by Professor Jorma Kuparinen
 12. **Stichting Europees Centrum voor Natuurbescherming (ECNC)**
established in Reitseplein 3, 5037 AA Tilburg, The Netherlands and duly represented by Mr Rob Wolters, Executive Director
 13. **Institut national de Recherche en Sciences et Technologies pour l'environnement et l'Agriculture (IRSTEA)**
established in Rue Pierre Gilles de Gennes 1, ANTONY Cedex, 92761, France and duly represented by Jean-Marc BOURNIGAL, President and/or Pierrick GIVONE, Deputy Director General on research and innovation
 14. **Magyar Tudományos Akadémia Ökológiai Kutatóközpont (MTA ÖK)**
established in Klebelsberg Kuno u. 3., 8237 Tihany, Hungary, and duly represented by Dr András Báldi, general director.
 15. **Universitatea din Bucuresti (UB-DSES)**
established in Mihail Kogalniceanu 36-46, 050107 Bucuresti, Romania, and duly represented by Prof. Mircea Dumitru, Rector
 16. **Institutul de Cercetari si Amenajari Silvice (ICAS)**
established in Bulevardul Eroilor 128, 077190 Voluntari, Romania and duly represented by Mr. Gheorghe Dumitriu, Director and Dr. Ovidiu Badea, Scientific Director
 17. **Institute of Landscape Ecology of The Slovak Academy of Sciences (ILE SAS)**
established in Stefanikova 3, 81499 Bratislava, Slovakia and duly represented by Director Zita Izakovicova.
 18. **Fundacao da Faculdade de Ciencias e Tecnologia da Universidade Nova de Lisboa (FFCT-UNL)**
established in Campus de Caparica, Quinta da Torre S/N, 2829516 Caparica, Portugal and duly represented by Prof. Fernando José Pires Santana, President of the Board
 19. **Fundación Tecnalia Research & Innovation (TECNALIA)**
established in Parque Tecnológico de Bizkaia - Calle Geldo - Edificio 700, 48160 Derio, Spain and duly represented by Mr. Luis Pedrosa, Energy and Environment Division Director and/or Mr. Joseba Jauregizar, Managing Director
 20. **Universidad Autonoma de Madrid (UAM)**
established in Calle Einstein, Ciudad Univ Cantoblanco Rectorado 3, 28049 Madrid, Spain and duly represented by Dr. Nuria Fernandez, Vice-rector for research

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21. **Universitat Autònoma de Barcelona (UAB)**
established in Campus Universitari – Edifici Rectorat s/n, Bellaterra (Cerdanyola del Vallès), Barcelona, Spain and duly represented by Prof. Ferran Sancho Pifarré (Rector) and Prof. Maria Pilar Dellunde Clavé (Vice-Rector of Research)
22. **Arhus Universitet**
established in Nordre Ringgade 1, 8000 Aarhus C, Denmark, and duly represented by Mr Thomas Tscherning, Director, Technology Transfer Office and/or his authorised representative
23. **ESSRG Kft. (ESSRG)**
established in Romer Floris Utca 38 1 EM 4, 1024 Budapest, Hungary and duly represented by Mr. Bálint Balázs, Executive Director
24. **The Environment Bank Limited (EBL)**
established in Little London Court 5, Mayfair House, Swindon SN1 3HY, UK and duly represented by Tom Tew, Chief Executive.
25. **Hugin Expert A/S (HUGIN)**
established in Gasværksvej 5, 9000 Aalborg, Denmark and duly represented by Mr. Anders L Madsen, Chief Executive Officer
26. **Vista Analyse AS (VISTA)**
established in Thor Dahls Gate 1, 3210 Sandefjord, Norway and duly represented by Mr. John Magne Skjelvik, Senior economist and Mr. Simen Pedersen, Economist
27. **RNDr. Peter Mederly, Regioplan - Krajinnöekologický servis (RP)**
established in Panská dolina 66, 94901 Nitra, Slovakia and duly represented by Dr. Peter Mederly, Director of Company
28. **Iridra Srl (IRIDRA)**
established in Via la Marmora 51, 50121 Firenze, Italy and duly represented by Dr. Nicola Martinuzzi, CEO and Dr. Fabio Masi, Technical Director - R&D Manager
29. **Geoflux Thomas Koschitzki & Daniel Wurbs Gbr (GEOFLUX)**
established in Goethestraße 31, 06114 Halle, GERMANY and duly represented by Mr. Dr. Thomas Koschitzki, shareholder-managing director and Mr. Dr. Daniel Wurbs, shareholder-managing director
30. **Indian Institute of Bio-Social Research and Development Society (IBRAD)**
established in Prafulla Kanan - Vip Road –Kestopur, 700101 Kolkata, India and duly represented by Prof. S.B. Roy, Chairman and Dr. Raktima Mukhopadhyay, Executive Director
31. **Wing Process Consultancy BV (WING)**
established in Hollandseweg 7E, 6706 KN Wageningen, Netherlands and duly represented by Dr. Henk Smit, Managing director and Mrs. Willeke Huijter, Office Manager
32. **Kinross Estate Company Limited KEC (KEC)**
established in The Muirs 2, KY13 8AS Kinross, United Kingdom and duly represented by Mr. Jamie Montgomery, Director and Mr. Steve Ireland, General Manager

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33. **Universidade Estadual Paulista – UNESP (UNESP)**
established in Rua Quirino de Andrade 215, Centro 01049-010 São Paulo, Brazil and duly represented by Prof. Dr. Marilza Vieira Cunha Rudge - Acting President
34. **Consejo Nacional de Investigaciones Cientificas y Tecnicas (CONICET)**
established in Rivadavia 1917 (C1033AAJ) Buenos Aires, Argentina and duly represented by Jorge Rabassa (director CADIC) and Carlos Salvarezza (president CONICET).
35. **Kenya Forestry Research Institute (KEFRI)**
established in Muguga Off Nairobi-Nakuru Highway, PO Box 20412-00200 Nairobi, Kenya and duly represented by Dr. Ben E.N. Chikamai, Director

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

relating to the Project entitled

Operationalisation of Natural Capital and EcoSystem Services: From Concepts to Real-world Applications

in short

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hereinafter referred to as "Project".

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Collaborative Project",

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

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 Budget"

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in the Description of Work.

"Defaulting Party"

Defaulting Party means a Party which the General Assembly after a hearing of the said Party 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.

"Description of Work"

"Description of Work" or "DoW" means the Annex I (Description of Work) of the Grant Agreement as such and in case updated and approved by the General Assembly as an updated version.

"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.

In this Agreement, the use of the masculine form shall be taken to imply either masculine or feminine gender.

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the EC-GA and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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

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

Each Party shall to the best of its ability take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach

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

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party— after a hearing of the said 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-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.

4.4 Collaboration with OPERAs-project

On request of the Commission, the Project is to co-operate with another EU FP7-project called "OPERAs- Operational Potential of Ecosystems Research Applications" co-ordinated by the University of Edinburgh. The Parties to this Consortium Agreement accept that the Coordinator (including the Project Coordinator) may discuss with the University of Edinburgh on the issues listed in page 75 of the DoW and plan and co-ordinate the ways and means of collaboration provided, however, that the Coordinator shall act in accordance with the Description of Work and other provisions, especially articles of Section 6, of this Consortium Agreement and may not make binding commitments on behalf of the Parties.

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

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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, gross negligence 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 statutory 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, in the DESCA archives in Attachment 7 of DESCA version 1) 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 without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

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

General Assembly (GA) as a decision-making body of the Consortium.

Project Steering Committee (PSC) as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly. It assumes overall responsibility for liaison between the project partners in relation to the Project, for analysing and approving the results, and for proper administration of the Project.

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.

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The Project Coordinator (PC) is the representative of The Coordinator (when signing this Agreement, Professor Eeva Furman), who is authorized to execute project management and who shall report and be accountable to the PSC and shall support the Project Management Office and Science Strategy and Review Group. The deputy of the PC shall be another representative of the Coordinator (Dr. Heli Saarikoski) and the 2nd deputy who may not, however, act on behalf of the Coordinator, shall be the representative of UFZ (. Kurt Jax), together the Deputy Coordinators.

Project Management Office shall provide the necessary support for day-to-day project management for the Coordinator and the PSC, as well as reporting activities to the Commission. It will include an SME coordinator to assist SMEs who have not been involved in FP7 projects before with administrative and financial issues.

Project Science Review Group (PSRG) who are responsible for reviewing individual and collective outputs of the WPs for quality control and consistency with the DoW. It will ensure deliverables take account of the latest scientific progress in the field and be responsible for external peer review processes and the actions arising from them.

Work Package Core Teams (WPCT) are management groups for the tasks and consist of the Work Package Leaders and task leaders. The Work Package Core Teams for WP6 and WP7 will form a platform with the OPERAs project.

Case Cluster Coordinators (CCC) are responsible for coordination across cases with a similar focus, e.g. urban cases or coastal zone management cases and report to the WP5 leaders.

External Stakeholder Network (ESN) members are involved through the case studies and will ensure the relevance of the research at the national, regional and local levels and advise the case cluster coordinators, General Assembly and Project Steering Committee on methodical and empirical aspects, strategic choices for the project execution, policy implications and the exploitation of results in terms of further dissemination of knowledge beyond the consortium.

International Advisory Board (IAB) will provide an external quality control for the Project and a window to the external environment.

Each Party agrees to nominate representatives to the different bodies with due authorisation to discuss, negotiate and decide on actions proposed by the Coordinator, or to accept recommendations made by the bodies within the frame of their responsibilities. The representatives to the General Assembly will be of sufficient management level to commit their organisation to the project-related decisions of the General Assembly.

6.2 General operational procedures for the General Assembly and the Project Steering Committee

In this Section 6.2 the Consortium Bodies shall mean, instead of all the bodies mentioned in 6.1., only the General Assembly and the Project Steering Committee. The other Consortium Bodies shall, however, be obliged to draft a memo of its meetings and deliver it without undue delay to PSC and to the extranet of the Project. The operational procedures of the other Consortium Bodies shall be agreed by the members of each Consortium Body on the first meeting of the respective Consortium Body.

6.2.1 Representation in meetings

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

- should be present or represented at any meeting of such Consortium Body except for the PSC where it is sufficient that either the Work Package Leader or his/her deputy is present;
- may appoint a substitute or a proxy to attend and vote at any meeting except for the Work Package Leaders and his/her deputies; and
- shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
GA	Once a year	At any time upon written request of the PSC, the Coordinator or 1/3 of the Members of the General Assembly
PSC	Twice a year	At any time upon written request of three Members of the PSC or the Coordinator

6.2.2.2 Notice of a meeting:

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

	Ordinary meeting	Extraordinary meeting
GA	45 calendar days	15 calendar days
PSC	45 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

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

	Ordinary meeting	Extraordinary meeting
GA	14 calendar days	7 calendar days
PSC	7 calendar days	7 calendar days

6.2.2.4 Adding agenda items:

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

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

	Ordinary meeting	Extraordinary meeting
GA	7 calendar days	4 calendar days
PSC	2 working days	2 working days

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

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body. The said circulated written document is regarded as signed also when a Member states his acceptance in an email message.

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

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

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). The PSC may, however, deliberate and decide validly in case each of the Work Packages is represented by either the Work Package Leader or the Deputy Leader and the PC or her deputy and the representative of OpenNESS SME Partner EBL or his representative are present. A Member shall be regarded as present if he participates a meeting via Skype, tele- or video connection.

6.2.3.2 In GA, each Member of a Consortium Body present or represented in the meeting shall have one vote. In PSC the following Members present or represented in the meeting shall have one vote:

- each Work Package Leader. In case The Work Package Leader is not present, the Deputy Leader of the same Work Package has one vote. In case both of them are present, only the Work Package Leader has the vote.
- the representative of OpenNESS SME Partner.

6.2.3.3 Defaulting Parties may not vote.

The Consortium Bodies shall take decisions by a majority of two-thirds (2/3) of the votes.

6.2.4 Veto rights

6.2.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

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

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

6.2.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Consortium or the consequences of them.

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 15 calendar days of the meeting.

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

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

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

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

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

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly.

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This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Article 11.8.

6.3.1.2 Decisions

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Description of Work (including the Consortium Budget, The structure and restructuring of the Work Packages)
- Confirmations of major plans for dissemination as recommended by the PSC.
- Additions to Attachment 1 of this document (Background excluded)
- Additions to Attachment 3 (Listed Affiliated Entities)
- Additions to Attachment 4 (List of Third Parties)

Evolution of the Consortium

- approval of calls for additional project partners and the conclusion of any subcontracts by a Party, which were not foreseen in Annex I of the EC-GA
- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Coordinator
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and the Consortium Agreement

Appointments

The appointment if necessary of:

- Project Steering Committee Members

6.3.2 Project Steering Committee

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

6.3.2.1 Members

The Project Steering Committee consists of the Project Coordinator and the two Deputy Coordinators, the manager of the Project Management Office, Work Package Leaders and

Deputy Leaders, and the representative of OpenNESS SME Partner EBL. The General Assembly may appoint extra members to PSC.

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

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

6.3.2.3.1 The Project Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

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

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

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

6.3.2.3.6 The Project Steering Committee shall be responsible for:

- supporting the Coordinator in fulfilling obligations towards the European Commission,
- ensuring that all work meets functional requirements,
- the overall performance monitoring relating to the Allocated Work, Deliverables, and other activities to be provided or carried out by the Parties under the EC-GA and the DoW, as well as information of the GA and the other Parties of any non-performance,
- provision of regular information to the Parties on all Project activities, exchange of document and information with respect to the project activities to and between the WPs and the project partners,
- reviewing and proposing to the GA budget transfers in accordance with the EC-GA and the DoW,
- proposing changes in work sharing, budget and partners to the GA,
- making proposals to the Parties (other than a Defaulting Party) to serve notices on a Defaulting Party and to assign the Defaulting Party's tasks to specific entities, in case of the default of the Project Coordinator in the performance of her tasks as PC, at least three members of the PSC acting jointly shall document such default and bring the issue to the attention of the Deputy Coordinators, who shall inform the Parties of the issue for a decision to be taken within the GA,
- proposing to the GA the decision to suspend all or part of the Project or to terminate all or part of the EC-GA, including the modalities of such termination with respect to ongoing

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- activities; or propose a decision regarding a request by the Coordinator to the Commission to terminate the participation of one or more Parties in the consortium,
- approving a Dissemination Management Plan as developed under WP7,
- agreeing on press releases and joint publications by the Parties or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3. with regard to the Project,
- appointment, revocation of appointment and determination of rules for selection of external advisors.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Project Steering Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.2.3.8 The PSC shall check the scientific content of the reports to be submitted to the Commission. The PSC will be supported in the review of the scientific content of deliverables and other reports by the Project Science Review Group (PSRG). The PSC can refuse to accept documents if they do not meet the desired scientific quality or if they do not correspond to decisions previously made by the GA.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- Monitoring compliance by the Parties with their obligations;
- Keeping the address list of Parties and other contact persons updated and available;
- Collecting, reviewing to verify consistency and technical quality and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission;
- Transmitting documents and information connected with the Project to any other Parties concerned;
- Administering the financial contribution of the Union and fulfilling the financial tasks described in Article 7.3;
- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims;
- Ensuring coordination between work packages and research teams and help solving problems together with the concerned teams; and
- Ensuring adoption and consistent use of project standards by Parties.
- Agreeing on non-disclosure of confidential information with external advisors appointed by the PSC.

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 Other Consortium Bodies

The compositions and responsibilities of any other Consortium Bodies are described in the Description of Work. The other Consortium Bodies are not authorised to make legally binding decisions on behalf of the Parties and the decisions of these Consortium Bodies shall be of advisory nature only.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Budget as included in the Description of Work;
- 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 Description of Work.

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. In case, however, the Consortium spends less than its entire EU contribution, the Party spending more than its allocated share of the Consortium Budget may, at discretion of the Coordinator, be funded in respect of duly justified eligible costs by an amount exceeding the said 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

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any reasonable and justifiable 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:

- Banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- Costs of Parties related to calls for new Beneficiaries
- Costs related to updating this Agreement
- Management costs of the Coordinator and the Project Management Office (including the costs of the Advisory Board)
- costs related to the tasks of the Project Steering Committee
- Intellectual property protection costs
- Costs for publications
- Costs for the tasks of chairpersons
- Costs for dissemination and communication
- any other costs.

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; and
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 Payment Schedule

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

Funding of costs included in the Description of Work will be paid to Parties after receipt from the EU-Commission without undue delay and in conformity with the provisions of Annex II of the

EC-GA. Costs accepted by the EU-Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the EC-GA or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party.

Because of its particular status as a Commission Directorate-General, the Joint Research Centre – participating in this project through its Institute IES – signs an Administrative Arrangement with DG RTD. This Administrative Arrangement is an annex to the EC GA and regulates relations within the Commission including inter-Commission payments.

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), for internal research purposes;
- Use for commercial purposes needs the prior written agreement of all joint owners; 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), who can make an objection at the latest 15 days after such prior notice, but only if the objecting joint owner's legitimate academic or commercial interests are compromised. If no objection is made within the time limit stated above, the permission is given, and fair and reasonable compensation must be provided to the other joint owner(s) taking into account each joint owner's relative contribution to the relevant Foreground.

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 4 to this Consortium Agreement. The other parties hereby waive their right to object to a transfer to such listed third parties according to the EC-GAart. II.27.3 of GA.

8.2.3 The transferring Party shall, however ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment 4 after signature of this Agreement requires a decision of the General Assembly.

8.2.4 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 given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 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 or in other ways disseminate 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 subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

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 1 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background except that

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

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Description of Work and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

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

9.2.3 If the General Assembly considers that the restrictions have such impact, which is not foreseen in the Description of Work, it may decide to update the Description of Work accordingly.

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

Access Rights shall be free of any administrative transfer costs.

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

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

9.2.6 All requests for Access Rights shall be made in writing.

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

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

9.3 Access Rights for implementation

Access Rights to Foreground and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Use

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

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

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

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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.

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the EC-GA Article II.34.3.

In addition, Affiliated Entities shall also enjoy Access Rights if they can show that:

- they hold a licence on Foreground developed by a Party they are affiliated to; and
- they Need Access Rights in order to Use such Foreground;
- they are established in a Member State or an Associated Country; and they are listed in Attachment 3 (Listed Affiliated Entities) to this Consortium Agreement.

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 Open Access and Open Source

All Deliverables listed as "PU" (public) in the Description of Work will be made available under similar open access conditions on the dedicated Project website.

All other Foreground selected by the Project Steering Group will be made available to the public under open source licenses on the dedicated Project website, and the OpenNESS Clearinghouse stated in DoW page 32. PSC may not, however, select to make available to the public such Foreground which contains:

- data from interview studies that is agreed to be kept as confidential with an interviewee; and/or
- data that includes information of endangered species or other information which is to be kept as confidential according to legislation.

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After the completion of the Project the Deliverables listed as "PU" and Foreground selected by the PSC shall be made available to the public on the OpenNESS Clearinghouse according to the Business Plan developed in WP7 and accepted by the General Assembly. The Foreground may be made available to the public permanently without paying any compensation to the Parties owning the Foreground. In case the Foreground to be made available to the public contains Background, the consent of the Party owning the Background is needed. The Parties agree that the Clearinghouse may be sustained by one or more of the Parties or by a third party who may commercially benefit from sustaining the Clearinghouse.

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. 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

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.

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". Information which is clearly of confidential nature (the Disclosing Party has the burden of proof), even if not marked confidential, should be treated as "Confidential Information".

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

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

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or

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- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.

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

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

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

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

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

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

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

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture,

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agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval except for those third parties listed specifically in Attachment 4 in accordance with article 8.2.2 of this Consortium Agreement.

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this Consortium Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

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Institute of Landscape Ecology of The Slovak Academy of Sciences (ILE SAS)

Place : *Bratislava*

Date : *June / 17* 2013

Zita Izakovicova
Director

Section 12: Signatures


AS WITNESS:

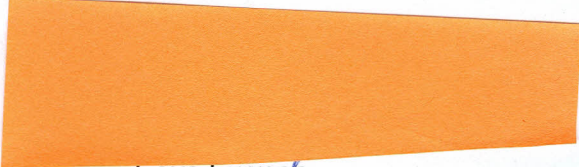
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Finnish Environment Institute

Place: Helsinki, Finland

Date: 23 / 5 2013


✓ Per Mickwitz
Research Director


Eeva Furman
Director, Professor