



**Consortium Agreement
FP-7 Project 'Irresistible'
612367**

Final Version March 2014

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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 2013-11-25, hereinafter referred to as “Effective Date”

BETWEEN:

University of Groningen

- The Coordinator -

Weizmann Institute of Science

IPN

Deutsches Museum

Bogazici University

Universidade de Lisboa

University of Palermo

University of Jyväskylä

Alma Mater Studiorum - Università di Bologna

University of Crete

Jagiellonian University

Valahia University Targoviste

University of Helsinki

Eugenides Foundation (IdrymaEvgenidou)

- Hereinafter, jointly or individually, referred to as “Parties” or “Party” -

Relating to the Project entitled

Including Responsible Research an innovation in cutting Edge Science and Inquiry-based
Science education to improve Teacher’s Ability of Bridging Learning Environments

In short

Irresistible

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

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European Community for Research, Technological Development and Demonstration Activities under the funding scheme of “Collaborative Project”.

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Background”:

Background, as defined in Article II.1.4 of the Grant Agreement, shall be limited to Background accumulated and developed solely within the specific research group directly involved in carrying out the Project on behalf of each Party and not, for removal of any doubt, any other know-how accumulated and developed within the entire Party.

“Consortium Plan”

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as described in the Grant Agreement and its Annexes and 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.

“Legitimate interest”

Legitimate interest includes but is not limited to commercial interest or interest related to a Party's corporate image, which breach would result in such Party suffering great harm in the cases provided for in this Consortium Agreement

“Needed” means:

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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 a defined and material element of own Foreground would be technically or legally impossible.

“Software”

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

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

A new Party enters the Consortium upon signature of the accession document Attachment 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.

3.2.3 The Parties agree that if a Party requests to terminate its participation in the Consortium Agreement, this request will be considered as a request for termination in the EC-GA, according to article II.36. The provisions of the EC-GA and of this Consortium Agreement regarding termination shall apply as hereafter complemented.

3.2.4 If a Party wishes to terminate its participation in the EC-GA and this Consortium Agreement, it shall send a request in writing to the Coordinator. Such request shall fully set out the reasons for which such withdrawal is deemed necessary. The Coordinator submits the request to the competent Consortium Body, which may require that the withdrawing Party, in the interest of the Project, fulfil certain conditions.

3.2.5 In case of one Party's withdrawal, the other Parties shall use reasonable endeavours to reach a timely agreement which shall be settled by the competent Consortium Body, on how to reallocate the requesting Party's tasks under the Consortium Plan, and their related budget and EC contribution, so that the overall objectives of the Project can still be met after the Party's withdrawal. Following the decisions above, the Coordinator shall promptly notify the European Commission, for its approval and any needed EC-GA amendment procedure.

3.2.6 Each Party recognises that the European Commission has and retains complete discretion as to whether to consent to any request made to it by a Party for termination of its participation in the EC-GA and that it may make its consent subject to specific conditions, as set forth in the EC-GA and in this Consortium Agreement.

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

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

requiring that such breach be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

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-GA. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the EC-GA.

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit; loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

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

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

5.3 Damage caused to third parties

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

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 12 weeks after such notification, the competent Consortium Bodies shall decide the transfer of tasks -if any -.

Section 6: Governance structure

6.1 General structure

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

General Assembly as the ultimate decision-making body of the Consortium

Executive Board as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly

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

The Management Support Team assists the Executive Board and the Coordinator.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

- should be present or represented at any meeting of such Consortium Body;
- may appoint a substitute by presenting a proxy statement to the chairperson of the General Assembly, in order to attend the meeting and vote; such substitute shall be bound by the non-disclosure obligations such as described in Section 10 of this Consortium Agreement;
- 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

	<u>Ordinary meeting</u>	<u>extraordinary meeting</u>
General Assembly	At least once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least quarterly	At any time upon written request of any Member of the Executive Board

6.2.2.2 Notice of a meeting:

The chairperson of a Consortium Body shall give notice in writing (also via email) 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.

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
General Assembly	30 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

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

General Assembly	14 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days

6.2.2.4 Adding agenda items:

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

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

General Assembly	5 calendar days, 2 calendar days for an extraordinary meeting
Executive Board	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 that is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body.

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

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

6.2.3 Voting rules and quorum

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

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

6.2.3.3 Defaulting Parties may not vote.

The Coordinator may not vote on decisions regarding a proposal to the Commission for a change of the Coordinator.

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

6.2.3.5 The present or represented Members may decline to participate in a vote of the General Assembly by stating that they abstain, in which case they shall not be counted for the purposes of determining the majority of the votes as described in Section 6.2.3.4. On the contrary, the abstaining Members shall be counted for the purpose of determining the quorum of validity.

6.2.3.6 When a decision has been adopted or rejected, it may be reconsidered and proposed in another further meeting of the General Assembly only if the request is agreed in advance by at least two-thirds of the Members

6.2.4 Veto rights

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

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are received. The exercise of the veto shall be supported by a written justification by the Party exercising such veto:

- within 15 calendar days after the meeting at which the veto is exercised or
- within 15 calendar days after the draft minutes are received

In both cases the written justification will be made available to all Parties

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. S/He 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 after receiving, at least 2/3 of the Members have indicated they agree with the minutes and no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes, and no Member has issued a veto of any decision contained within such minutes in accordance with Section 6.2.4.

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 Subject to their Veto Rights, the Parties agree to abide by all decisions of the General Assembly.

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

6.3.1.2 Decisions

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

The following decisions shall be taken by the General Assembly:

(i) Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Withdrawals from Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)
- Additions to Attachment 4 (Listed Affiliated Entities)
- Additions to Attachment 5 (List of Identified Third Parties)

(ii) Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Coordinator

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- 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

(iii) Appointments

- Of the Members of the Management Support Team, upon a proposal by the Coordinator.

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

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

- Executive Board Members

6.3.2 Executive Board

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

6.3.2.1 Members

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

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise.

6.3.2.2 Minutes of meetings

Minutes of Executive Board 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 Executive Board 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 Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Executive Board shall monitor the effective and efficient implementation of the Project.

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

6.3.2.3.6 The Executive Board shall:

- Agree on the Members of the Management Support Team, upon a proposal by the Coordinator
- Support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables
- Prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Executive Board 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.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
 - keeping the address list of Members and other contact persons updated and available
 - collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- Transmitting documents and information connected with the Project to any other Parties concerned including copies of Accession documents and changes of contact information to the Parties
- 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.

If one or more of the Parties is late in submission of any project deliverable, the Coordinator shall nevertheless submit the other parties' project deliverables and all other documents required by the EC-GA and this Consortium Agreement to the Commission in time.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the European Commission to change the Coordinator.

6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

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

6.5 Management Support Team

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The Management Support Team shall be proposed by the Coordinator. It shall be appointed by the Executive Board and shall assist and facilitate the work of the Executive Board and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

6.6 External Expert Advisor

An External Expert Advisor (EEA) will be appointed and steered by the Executive Board
The EEA shall assist and facilitate the decisions made by the General Assembly. The EEA will attend the meetings of the General Assembly, but has no voting rights. The EEA will advise on all decisions of the General Assembly. The EEA is required to sign a non-disclosure agreement, which terms shall be not less stringent than the non-disclosure obligations in this Consortium Agreement, no later than 30 days after her/his nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall prepare the implementation of the EEA's suggestions. The EEA shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

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 Grant Agreement and its Annexes

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. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

7.2 Budgeting

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

7.3 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:

Funding of costs included in the EU Consortium Plan will be paid to Parties after receipt from the EU-Commission without undue delay and in conformity with the provisions of Annex II of the EC-GA. Costs accepted by the Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned. The above mentioned payment modality can be derogated only following a decision of the General Assembly

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 undue amount already paid to a Defaulting Party.

Section 8: Foreground

Regarding Foreground, EC-GA Article II.26. - Article II.29. shall apply with the following additions:

8.1.1 Joint ownership of Foreground

In case of joint ownership of Foreground in this Project, Parties' shares of ownership shall be proportional to the intellectual contribution invested in generating that specific Foreground. The joint owners shall agree on all protection measures, shares of property and on the division of related cost in a joint ownership agreement to be negotiated in advance.

8.1.2 Use of joint Foreground

Where no joint ownership agreement has yet been concluded or in absence of a joint ownership agreement, each of the joint owners shall be entitled to Use the jointly owned Foreground as follows:

a) each of the joint owners shall be entitled to directly Use the joint owned Foreground for non commercial purposes and/or for internal research as it sees fit, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

Any direct Use for commercial purposes by the joint owners, including any Use for designing, developing, creating or marketing a product or process, or for creating and providing a service, needs the prior written communication and fair and reasonable compensation to all the other joint owners.

and

b) each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

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

In addition, in case licenses are granted to third parties for commercial purposes, the prior written consent of the joint owners shall be obtained.

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 Each Party 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 prior notice and to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.2.3 The transferring Party shall, however, 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.

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.

Notwithstanding anything to the contrary in this clause 8.3.1 and pursuant to Article II.30 of the Grant Agreement, none of the Parties may withhold a publication upon the expiry of 2 (two) months period following the day of receipt of notification in this regards. It is hereby agreed that the above mentioned 2 (two) months period determines the deadline for the appropriate steps to be taken in order to safe-guard the objecting Party's legitimate interests, in accordance with Article II.30.3 of the Grant Agreement.

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval.

The Party owning the Foreground or Background amalgamated with the Foreground of the Party wishing to publish shall object to the planned publication in accordance with article 8.3.1.

8.3.3 Cooperation obligations

Subject to Clause 8.3.1 and without derogating therefrom, 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

The Parties shall identify in Attachment 1 the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the EC-GA. Such identification may be done by e.g.

- subject matter and possibly in addition by
- naming a specific department of a Party.

The owning Party may add further Background to Attachment 1 during the Project by written notice to the Coordinator and to the other Parties.

However, only the Governing Board can permit a Party to withdraw any of its Background from Attachment 1.

The Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from Access Rights. They agree, however, to negotiate in good faith additions to Attachment 1 if a Party asks them to do so and those are needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Attachment 1.

9.2 General Principles

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

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

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

9.2.4 Any Access Rights granted expressly exclude any rights to sublicense unless expressly agreed otherwise in writing by all the Parties concerned.

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 purposes, only for so long as it is necessary for those purposes and that appropriate confidentiality obligations are in place.

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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 parties research shall be granted on fair and reasonable conditions.

Access rights for non-commercial research activities and for non-commercial educational purposes 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.

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, provided that they are listed in Attachment 4.

Such Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement between the Party granting such Access Rights and the Affiliated Entity.

Subject to the definition of an "Affiliated Entity" in the Grant Agreement Article II 1.2, the Parties hereby agree that a closed list of the Parties Affiliated Entities will be attached to this Consortium Agreement as Attachment 4. The Parties are entitled to update the list subject to the terms of the Grant Agreement provided however, that all Parties will be notified in advance.

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. If an Affiliated Entity fails in any material respect to comply with its obligations as if it were a Party, and fails to rectify its non-compliance after being given a reasonable opportunity to do so, all Access Rights granted to it shall terminate.

The procedure for the granting of Access Rights to the Parties as set out in Section 9 shall also apply to Affiliated Entities.

Access Rights may be refused to Affiliate Entities if such granting is contrary to the Legitimate interests of the Party, which owns the Background or the Foreground.

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Foreground as might be asked for by any Party, upon adequate terms and 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 under this Agreement before the accession of the new Party shall be considered to be Background with regard to said new Party.

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

It may request Access Rights within the period of time specified in Art. 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”

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

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

- a. (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b. that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c. that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

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

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

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

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

9.8.2. General principles

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

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

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

9.8.3. Access to Software

Access Rights to Software, which is Foreground, shall comprise:

-Access to the Object Code; and,

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

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

9.8.4 Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Foreground - Rights of a Party

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

to make an unlimited number of copies of Object Code and API; and
to distribute, make available, market, sell and offer for sale such Object Code and API alone or part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to use Object Code and API for its own Foreground.

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

9.8.4.1.2 Foreground - Rights to grant sublicenses to end-users

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

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

9.8.4.1.3 Background

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

9.8.4.2 Source Code

9.8.4.2.1 Foreground - Rights of a Party

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

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

9.8.4.2.2 Foreground – Rights to grant sublicenses to end-users

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

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

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

9.8.5 Specific formalities

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

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

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

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

obligations, the Recipients may however request to keep a copy for archival purposes only.

- 10.3** The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.
- 10.4** The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
 - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
 - the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
 - the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
 - the Confidential Information was already known to the Recipient prior to disclosure or
 - the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.
- 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 included)
Attachment 2 (Background excluded)
Attachment 3 (Accession document)
Attachment 4 (Listed Affiliated Entities)
Attachment 5 (List of Identified Third Parties)
Attachment 6 (List of Contact Persons)

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

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of members and other contact persons in Attachment 6.

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. Any change to the bank account details shall be notified immediately by the respective Party to the Coordinator.

11.4 Assignment and amendments

Subject to clause 8.2 to this Consortium Agreement and without derogating wherefrom, 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.

Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed 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.

Any translation shall be for convenience only and shall have no legal effect.

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

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably within 90 days, it shall be then 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.

Section 12: Signatures

AS WITNESS:

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

University of Groningen

Signature

Name:

Title:

Date

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.

Weizmann Institute of Science

Signature(s)
Name(s) Dr. Doron Amit
Title(s) Head, Research Grants and Projects Office

Date

Signature(s)
Name(s) Mr. David Dines
Title(s) Project Branch Manager, Finance Division

Date

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.

for IPN

Signature: Prof. Dr. Olaf Köller

Title: (Managing Scientific Director)

Date

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.

Deutsches Museum

Signature: Prof. Dr. Wolfgang Heckl

Title:(Director General)

Date:

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.

Bogazici University

Signature(s)

Name(s) Prof. Lale Akarun

Title(s) Vice Rector

Date

AS WITNESS:

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

Universita de Lisboa

Signature(s)

Name:

Title:

Date

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.

Università di Palermo

Signature(s)

Name(s) Prof. Roberto Lagalla

Title(s) Rector of the University

Date

AS WITNESS:

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

University of Jyväskylä

Signature(s)

Name:

Title

Date

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.

Alma Mater Studiorum - Università di Bologna

Signature(s)

Name(s) Prof Zerbetto Francesco

Title(s) Head of Department

Date

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.

PANEPISTIMIO KRITIS (UNIVERSITY OF CRETE)

Signature(s)

Name(s) Prof. George Tziritas

Title(s) Vice Rector

Date

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.

Jagiellonian University

Signature(s)

Name:

Title:

Date

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.

Valahia University Targoviste

Signature(s)

Name:

Title:

Date

AS WITNESS:

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

University of Helsinki

Signature(s)

Name(s) Prof. Kaarle Hämeri

Title(s) Vice Head of Department

Date

IDRYMA EVGENIDOU]

Signature(s)

Name(s) Pothitos Pappous

Title(s) Legal representative of Board of Directors

Date

[Attachment 1: Background included]

Access Rights to Background made available to the Parties:

a. ALMA MATER STUDIORUM – UNIVERSITÀ DI BOLOGNA

The positive list of Background includes what can be found as part of the published scientific work of the research group involved in the Irresistible project.

b. Bogazici University

The Background includes the work related to the Project and the published scientific work of the research group involved **Irresistible** project.

c. UNIVERSITA' DI PALERMO

The positive list of Background includes what can be found as part of the published scientific work of the research group involved **Irresistible** project.

!

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

[Attachment 2: Background excluded]

Background excluded from Access Rights:

a. ALMA MATER STUDIORUM – UNIVERSITÀ DI BOLOGNA

- Any background which has been developed by other than the research group involved in the Project;
- Any background which is subject to non disclosure agreements with other Third parties;
- Any background developed by the research group involved in the Project on research topics which are not specifically subject of the Project activities, as described in the Description of Work.

b. Weizmann Institute of Science:

Ms. Ron Blonder of the Department of Science Teaching, Weizmann Institute of Science.

For the purpose of the “Irresistible” Project (the “Project”), Weizmann institute of Science (Weizmann) hereby excludes the following background from use by the consortium:

- All Background generated by employees, agents or representatives of WEIZMANN, other than the research team of Ms. Blonder who is directly involved in the Project .
- All Background generated by employees, agents or representatives of WEIZMANN that are directly involved in the Project, which is unrelated to the work plan, aims and objectives of the Project.
- All know-how in patents and current patents applications.
- All Background which WEIZMANN, due to existing or future third party rights, is unable to grant Access Rights to.
- All proprietary materials covered by patents or not.
- All proprietary transgenic and/or knock-out animals, covered by patents or not.

c. PANEPISTIMIO KRITIS (UNIVERSITY OF CRETE)

Panepistimio Kritis (UOC) hereby excludes the following Background:

All Background generated by employees, agents or representatives of UOC that are directly involved in the Project, which is unrelated to the work plan, aims and objectives of the Project.

All Background which UOC, due to third Party rights, is unable to grant Access Rights to.

All Background in patents and current patent applications owned by UOC.

All UOC proprietary materials, whether covered by patents or not.

d. University of Helsinki

University of Helsinki hereby excludes specifically from its obligation to grant Access Rights to the Background: all Background which was not generated by the researchers taking part in the Project.

Furthermore excluded is Background, which is

- A result from other projects of the above research group;
- generated by individuals of University of Helsinki that are directly involved in the project, but which is unrelated to the work plan, aims and objectives of the project;
- in all know-how in patents and current patents applications;
- in any unpublished work University of Helsinki wants to publish before disclosure to the Consortium; and
- subject to specific research agreements and confidentiality

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agreements and therefore subject to third party rights;

- all other background which University of Helsinki, due to third party rights, is unable to grant access rights to.

For the avoidance of doubt, all materials, software, results, data and tests from other research groups of University of Helsinki are fully excluded and **no Access Rights are granted.**

d. RIJKSUNIVERSITEIT GRONINGEN (RUG)

The Rijksuniversiteit Groningen hereby excludes from its obligations to grant Access Rights.

- all Background generated by scientists and/or students other than by the members of the research team of the Project leader
- all Background that has been created or obtained outside the scope and field of this Project, and
- **all Background to which the Rijksuniversiteit Groningen is not able to grant access rights due to third party rights.**

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

Attachment 3: Accession document

ACCESSION

of a new Party to

Irresistible Consortium Agreement, version 1 November 5 2013

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

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

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

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

[Attachment 4: Listed Affiliated Entities]

Attachment 5: List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object

§ 2.3.2 Third parties (clause 42)

Within the consortium four beneficiaries will work together with third parties under clause 42. These third parties are science centers. As described in WP2 each community of learners will have one expert from a science center. They will be experts in informal learning.

The resources to be made available by the science centers are connected to their role as experts in informal education. Their role is more precisely described on page 7 and 8 of this proposal.

The Turkish Science Centers Foundation in Istanbul.

The 'Turkey Science Centers Foundation' in Istanbul will work together with P.5. Bogazici University. The TSCF will receive a maximum amount of € 20.000 of which € 10.000 will be paid during the first year of the project and in year 2 and 3 of the project TSCF will receive € 5.000. The TSCF will provide an expert to take part in the activities of the CoL and will provide its expertise in activities related to teachers' professional development and project dissemination. The TSCF will advise the students and teachers about setting up an exhibition and will provide project disposal material, human expertise as well as exhibition space. The TSCF will set up a station about RRI within the project.

Pavilhão do Conhecimento – Lisboa

The PCL will work together with P.6 the Institute of Education at the University of Lisboa.

The PCL will receive a maximum amount of € 4.000 of which € 2.000 will be paid during the first year of the project and in year 2 and 3 of the project PCL will receive € 1.000. The PCL will provide an expert to take part in the activities of the CoL and will provide its expertise in activities related to teachers' professional development and project dissemination. The PCL will advise the students and teachers about setting up an exhibition and will provide project disposal material, human expertise as well as exhibition space. The PCL will set up a station about RRI within the project

Museo de Bali in Saltara

The MdB will work together with P.7 University of Palermo and P.9 University of Bologna.

Only P.9. the University of Bologna has allocated 24.000 € under the category "Other direct costs" for the reimbursement of the resources made available by the third party Museum of Bali. The MdB will receive a maximum amount of € 24.000 of which € 8.000 will be paid during the first year of the project and in year 2 and 3 of the project MdB will receive € 8.000. The MdB will provide an expert to take part in the activities of the CoL and will provide its expertise in activities related to teachers' professional development and project dissemination. The MdB will advise the students and teachers about setting up an exhibition and will provide project disposal material, human expertise as well as exhibition space. The MdB will set up a station about RRI within the project.

Prahova Natural Science Museum Targoviste

The PNSMT will work together with P.12 Valahia University of Targoviste. The PNSMT will receive a maximum amount of € 13.000 of which € 5.000 will be paid during the first year of the project and in year 2 and 3 of the project PNSMT will receive € 4.000. The PNSMT will provide an expert to take part in the activities of the CoL and will provide its expertise in activities related to teachers' professional development and project dissemination. The PNSMT will advise the students and teachers about setting up an exhibition and will provide project disposal material, human expertise as well as exhibition space. The PNSMT will set up a station about RRI within the project.

History Museum Targoviste

The HMT will also work together with P.12 Valahia University of Targoviste. The HMT will receive a maximum amount of € 9.000 of which € 4.000 will be paid during the first year of the project and in year 2 and 3 of the project HMT will receive € 2.500. The HMT will provide an expert to take part in the activities of the CoL and will provide its expertise in activities related to teachers' professional development and project dissemination. The HMT will advise the students and teachers about setting up an exhibition and will provide project disposal material, human expertise as well as exhibition space. The HMT will set up a station about RRI within the project.

Identified Third Party for the Weizmann Institute of Science:

- 1) **Yeda Research and Development Co. Ltd., the Technology Transfer Arm of the Weizmann Institute of Science of P.O. Box 95, Rehovot 76100; and/or**

- 2) **Ms.Ron Blonder of the Department of Science Teaching, Weizmann Institute of Science.**

Attachment 6: List of Contact Persons

Participant number*	Participant legal name	Country	Contact person
1	University of Groningen	Netherlands	Jan Apotheker
2	Weizmann Institute of Science	Israel	Ron Blonder
3	IPN	Germany	Lorenz Kampschulte
4	Deutsches Museum	Germany	Paul Hix
5	Bogazici University	Turkey	Sevil Akaygün
3	Universidade de Lisboa	Portugal	Pedro Reis
7	University of Palermo	Italy	Michele Floriano
8	University of Jyväskylä	Finland	Ilkka Ratinen
9	University of Bologna	Italy	Margherita Venturi
10	University of Crete	Greece	Dimitris Stavrou
11	Jagiellonian University	Poland	Iwona Magiejowska
12	Valahia University Targoviste	Romania	Gabriel Ghorghiu
13	University of Helsinki	Finland	Antti Laherto
14	Eugenides Foundation (IdrymaEvgenidou)	Greece	Christina Troumpetari
