

**ArtistDesign**  
FP7 NoE N° 214373

## CONSORTIUM AGREEMENT

THIS AGREEMENT is made BETWEEN:

**- UJF FILIALE SAS (hereinafter referred to as FLORALIS )**

established in France , and whose registered office is at 2 Avenue de Vignate; 38610 Gières ,  
represented by Eric Larrey , Director, duly authorised for the purpose hereof.

**- Université Joseph Fourier Grenoble I (hereinafter referred to as UJF/VERIMAG )**

established in France , and whose registered office is at 621 avenue centrale; PO 53  
Domaine Universitaire; 38041 Grenoble Cedex 9 ,  
represented by Farid Ouabdesselam , President, duly authorised for the purpose hereof.

**- Rheinisch Westfaelische Technische Hochschule Aachen (hereinafter referred to as RWTH Aachen)**

established in Germany , and whose registered office is at Integrated Signal Processing  
Systems; SSS-611920; Templergraben 55; 52056 Aachen ,  
represented by Rauhut Burkhard, Rector, duly authorised for the purpose hereof.

**- Aalborg Universitet (hereinafter referred to as Aalborg )**

established in Denmark , and whose registered office is at Fredrik Bajersvej 7B; 9220  
Aalborg ,  
represented by Olesen Niels Maarbjerg, Head of AAU Innovation, duly authorised for the  
purpose hereof.

**- Universidade de Aveiro (hereinafter referred to as Aveiro )**

established in Portugal , and whose registered office is at Electronic Systems lab, IEETA -  
University of Aveiro - Campo Universitario; 3810-193 Aveiro ,  
represented by Vaz Francisco, Vice-Rector , duly authorised for the purpose hereof.

**- Alma mater Studiorum – Università di Bologna (hereinafter referred to as UoB)**

established in Italy , and whose registered office is at Dipartimento di Elettronica,  
Informatica e Sistemistica (DEIS); Viale Risorgimento 2; 40136 Bologna ,  
represented by Avanzolini Guido, Head of Department, duly authorised for the purpose  
hereof.

- **Technische Universitaet Braunschweig (hereinafter referred to as TU Braunschweig)** established in Germany , and whose registered office is at Insitut fuer Datentechnik und Kommunikationsnetze; Technische Universitaet Braunschweig; Hans-Sommer-Str 66; D-38106 Braunschweig , represented by Ernst Rolf, Head of the Institute, duly authorised for the purpose hereof.

- **Universidad de Cantabria (hereinafter referred to as Cantabria )** established in Spain , and whose registered office is at Dpto. De Electronica y Computadores; Universidad de Cantabria; Avda de los Castros s/n; E-39005 Santander , represented by Gomez SAL José Carlos, Vice Rector, duly authorised for the purpose hereof.

- **Commissariat à l'Energie Atomique (hereinafter referred to as CEA )** established in France , and whose registered office is at Laboratoire: Logiciels pour la Sûreté des Procédés (LSP); DRT-LIST/DTSI/SLA; CEA/Saclay; F-91191 Gif Sur Yvette cedex , represented by Cammoun Riadh , duly authorised for the purpose hereof.

- **Technical University of Denmark (hereinafter referred to as DTU )** established in Denmark , and whose registered office is at Computer Science and Engineering, Informatics and Mathematical Modelling; Richard Petersens Plads, Building 321; Technical University of Denmark; DK-2800 Lyngby , represented by Nielsen Claus, Director of DTU, duly authorised for the purpose hereof.

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- **Ecole Polytechnique Fédérale de Lausanne (hereinafter referred to as EPFL),** established in Switzerland, and whose registered office is at Bâtiment CE - 3.316, Station 1, 1015 Lausanne, represented by Henzinger Thomas, duly authorised for the purpose hereof

- **Stichting Embedded Systems Institute (hereinafter referred to as ESI),** established in the Netherlands, and whose registered office is at Den Dolech 2 Laplace Gebouw 0.10, 5612AZ Eindhoven represented by Brinksma Hendrik, Scientific Director and Chair, duly authorised for the purpose hereof

- **Swiss Federal Institute Of Technology (hereinafter referred to as ETHZ )** established in Switzerland , and whose registered office is at Department of Information Technology and Electrical Engineering; Computer Engineering and Networks Laboratory (TIK); Gloriastrasse 35; CH-8092 Zurich , represented by Chen Peter, Vice-President , duly authorised for the purpose hereof.

- **Interuniversitair Micro-Electronica Centrum Vzw (hereinafter referred to as IMEC)** established in Belgium, and whose registered office is at Kapeldreef 75, Leuven 3001 Register of Legal Entities Leuven VAT BE 0425.260.668 represented by Declerck Gilbert, CEO, duly authorised for the purpose hereof

- **Institut National de recherche en Informatique et Automatique (hereinafter referred to as INRIA )** established in France , and whose registered office is at Domaine de Voluceau – Rocquencourt ; PO Box 105 ; 78153 Le Chesnay cedex, represented by Cosnard Michel – Chairman and Chief Executive Officer, duly authorised for the purpose hereof.

- **Technische Universitaet Kaiserslautern (hereinafter referred to as TUKL)** established in Germany, and whose registered office is at Gottlieb-Daimler-Strasse, 67663 , Kaiserslautern,

represented by Lorenz Stefan, Chancellor, duly authorised for the purpose hereof

**- Kungliga Tekniska Hogskolan (hereinafter referred to as KTH )**

established in Suède , and whose registered office is at Royal Institute of Technology; Mechatronics/Department of Machine Design; Brinellv. 83; SE-10044 Stockholm , represented by Landgren Gunnar, Vice-President, duly authorised for the purpose hereof.

**- Linköpings Universitet (hereinafter referred to as Linköping )**

established in Sweden , and whose registered office is at Dept of Computer and Information Science; Embedded Systems Laboratory; S-581 83 Linköping , represented by Karlsson Kurt, Registrar , duly authorised for the purpose hereof.

**- Lunds Universitet (hereinafter referred to as Lund )**

established in Sweden , and whose registered office is at Paradisgatan 5c; 22100 Lund , represented by Granfelt Marianne, University Director, duly authorised for the purpose hereof.

**- Maelardalens Hoegskola (hereinafter referred to as Mälardalen )**

established in Sweden , and whose registered office is at Dept of Computer Science and Electronics; Box 883; S-72123 Vasteras , represented by Palmér Ingegerd, President, duly authorised for the purpose hereof.

**- OFFIS e. V. (hereinafter referred to as OFFIS)**

established in Germany, and whose registered office is at Escherweg 2; D-26121 Oldenburg, represented by Wolfgang Nebel, Chairman of the Board, and Werner Damm, 1st Vice Chairman of the Board, duly authorised for the purpose hereof

**- Parades GEIE (hereinafter referred to as Parades )**

established in Italy , and whose registered office is at Via di San Pantaleo 66; 00197 Roma , represented by Monti Marco, Chairman of the Board of Directors, duly authorised for the purpose hereof.

**- Universitaet Passau (hereinafter referred to as Passau)**

established in Germany, and whose registered office is at Innstrasse 41, Passau 94032, represented by Schweitzer Walter, Rector, duly authorised for the purpose hereof

**- Scuola Superiore Di Studi Universitari E Di Perfezionamento Sant'anna (hereinafter referred to as SSSA Pisa)**

established in Italy, and whose registered office is at Piazza Martiri Della Liberta, 33, 56127, Pisa represented by Ancilotti Paolo, Director, duly authorised for the purpose hereof

**- Instituto Superior de Engenharia do Porto (hereinafter referred to as Porto)**

established in Portugal , and whose registered office is at ISEP/IPP, Rua Dr. Antonio Bernardino Almeida, 431; 4200-072 Porto , represented by Rocha João, duly authorised for the purpose hereof.

**- Universitaet des Saarlandes (hereinafter referred to as Saarland)**

established in Germany, and whose registered office is; D-66123 Saarbrücken , represented by Prof. Dr. Volker Linneweber, University President , duly authorised for the purpose hereof.

**-Universitaet Salzburg (hereinafter referred to as PLU-Salzburg)**

established in Austria, and whose registered office is at Kapitelgasse 4, 5020, Salzburg represented by Schmidinger Heinrich, Rector, duly authorised for the purpose hereof

**- Uppsala Universitet (hereinafter referred to as Uppsala )**

established in Sweden , and whose registered office is at Information Technology; Dept. Computer Science; Box337, S-751 05 Uppsala , represented by Ottoson Mats Ola, University Director, duly authorised for the purpose hereof.

**- Technische Universitaet Wien (hereinafter referred to as TU Vienna)**

established in Austria , and whose registered office is at Institute for Computer Engineering (Institut für Technische Informatik); Real-time systems Group; Treitlstrasse 3/3rd floor; A-1040 Vienna ,  
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**- University of York (hereinafter referred to as York )**

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represented by Shurtleff Scott, Research Support Office Manager , duly authorised for the purpose hereof.

Hereinafter referred to individually or collectively as the "Beneficiary" or "Beneficiaries".

## Table of Contents

<b>Table of Contents .....</b>	<b>5</b>
<b>Preamble .....</b>	<b>8</b>
<b>Article 1 – Definitions.....</b>	<b>8</b>
1.1 General.....	8
1.2 <i>Additional</i> Definitions.....	8
1.3 Software Terminology.....	10
<b>Article 2 – Purpose of the Consortium Agreement .....</b>	<b>10</b>
<b>Article 3 – Nature of the Consortium Agreement .....</b>	<b>11</b>
<b>Article 4 – Beneficiaries' Obligations for Implementing the NoE.....</b>	<b>11</b>
4.1 General Obligation.....	11
4.2 Deliverables and Reports .....	11
4.3 Format of the Deliverables .....	11
4.4 Subcontracting.....	11
4.5 Detailed Obligations .....	12
<b>Article 5 – Organisation of the Network of Excellence .....</b>	<b>13</b>
5.1 Strategy-making Bodies .....	13
5.1.1 General Assembly .....	13
5.1.1.1 <i>Composition</i> .....	14
5.1.1.2 <i>Meetings</i> .....	14
5.1.1.3 <i>Quorum Requirements</i> .....	14
5.1.1.4 <i>Voting Rules</i> .....	14
5.1.2 Strategic Management Board.....	16
5.1.2.1 <i>Composition</i> .....	16
5.1.2.2 <i>Meetings</i> .....	18
5.1.2.3 <i>Quorum Requirements</i> .....	19
5.1.2.4 <i>Voting rules</i> .....	19
5.2 Operational Bodies .....	19
5.2.1 ARTIST Office .....	19
5.2.1.1 <i>Coordinator's Role</i> .....	19
5.2.1.2 <i>Technical Coordinator's Role</i> .....	20
5.2.1.3 <i>Scientific Coordinator's Role</i> .....	21
5.2.2 Executive Management Board .....	21
5.2.2.1 <i>Quorum Requirements</i> .....	22
5.2.2.2 <i>Voting rules</i> .....	22
5.2.3 Clusters .....	22
5.2.4 Decision-making Mechanisms, and Conflict Resolution.....	22
<b>Article 6 – Costs, Budget and Payments.....</b>	<b>23</b>
6.1 Costs Incurred .....	23
6.2 Budget.....	23
6.3 Reception, Transfer and Management of the EC Contribution.....	23

<b>Article 7 – Intellectual Property Rights (IPR)</b> .....	<b>24</b>
7.1 General.....	24
7.2 Ownership and Protection of Foreground.....	24
7.3 Publication of Foreground .....	25
7.3.1 Dissemination of Foreground During the Network of Excellence .....	25
7.3.2 Dissemination of Foreground after the end of the Network of Excellence.....	25
7.3.3 Dissertation or Thesis.....	25
7.4 Access Rights.....	26
7.4.1 General Principles .....	26
7.4.2 Affiliates .....	27
7.4.3 Access Rights for Conducting the Project .....	27
7.4.4 Access Rights for Use of Foreground.....	27
7.4.5 Specific Provisions for Access Rights to Software .....	28
7.4.5.1 <i>General Principles relating to Access Rights to Software</i> .....	28
7.4.5.2 <i>Access Rights to Software for the Execution of the Project</i> .....	28
7.4.5.3 <i>Access Rights to Software for Use</i> .....	28
7.4.5.4 <i>Modification of Software</i> .....	28
7.4.6 Identification of Background .....	28
7.4.7 Identification of Incompatible or Restrictive Commitments .....	29
7.5 "Have Manufactured" Rights .....	29
7.6 Use of Trademarks .....	29
<b>Article 8 – Material Resources</b> .....	<b>29</b>
8.1 Equipment .....	29
8.2 Joint Acquisition of Equipment .....	30
8.3 Real Estate Infrastructures .....	30
<b>Article 9 – Human Resources and Mobility</b> .....	<b>30</b>
<b>Article 10 – Liabilities of the Beneficiaries</b> .....	<b>31</b>
10.1 Liability of the Beneficiaries towards each other. ....	31
10.2 Liability towards Third Parties.....	31
10.3 Liability for Subcontractors .....	31
<b>Article 11 – Beneficiary Defaults and Remedies - Exclusion of a Beneficiary / Right to Withdraw</b> .....	<b>32</b>
11.1 Default and Remedies .....	32
11.2 Other Exclusions of a Beneficiary / Right to Withdraw .....	32
<b>Article 12 – Duration of the Consortium Agreement</b> .....	<b>33</b>
12.1 Entering Into Force .....	33
12.2 Termination of the Consortium Agreement.....	33
<b>Article 13 – Other Consequences of Term or Termination</b> .....	<b>33</b>
<b>Article 14 – Confidentiality</b> .....	<b>34</b>
14.1 Duration .....	34
14.2 Exclusions .....	34
14.3 Obligations of Employees.....	35

<b>Article 15 – Force Majeure</b> .....	<b>35</b>
<b>Article 16 – Notices</b> .....	<b>35</b>
<b>Article 17 – Language</b> .....	<b>35</b>
<b>Article 18 – Assignments, Amendments</b> .....	<b>35</b>
18.1 Transfer .....	35
18.2 Approval .....	35
<b>Article 19 – Severability</b> .....	<b>35</b>
<b>Article 20 – Restrictions</b> .....	<b>36</b>
<b>Article 21 – Applicable Law</b> .....	<b>36</b>
<b>Article 22 – Disputes</b> .....	<b>36</b>
<b>Article 23 – Entire Agreement</b> .....	<b>36</b>
<b>Article 24 – Annexes</b> .....	<b>37</b>

## Preamble

WHEREAS, in consideration of the Regulation (EC) No 1906/2006 of the European Parliament and the Council of 18 December 2006 laying down the rules for participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for Dissemination of research results (2007 – 2013) OJL391 of 30/12/06 (“Regulation”), the Beneficiaries, having considerable experience in the field concerned, have submitted a Proposal for the ArtistDesign Network of Excellence on Embedded Systems Design (“Network of Excellence”) to the European Commission (“Commission”).

WHEREAS the Beneficiaries have decided and agreed to execute and perform the Grant Agreement (as such term is defined in the above mentioned Regulation) to be awarded by the Commission for the Network of Excellence in the event the Commission accepts their Proposal.

WHEREAS the Beneficiaries wish to specify or supplement, between themselves, the provisions of the anticipated GA, with respect to the carrying out thereof.

Whereas the Beneficiaries have agreed on a Network of Excellence.

Therefore, the Beneficiaries hereby agree as follows:

## Article 1 – Definitions

### 1.1 General

For sake of clarity, words used in this Consortium Agreement will have the same meaning as that defined in the second article of Regulation concerning the rules for the participation and the same definition and meaning as that contained in the GA and its annexes signed with the Commission.

### 1.2 Additional Definitions

**"Affiliate"** means any legal entity that is under the direct or indirect control of a *beneficiary*, or under the same direct or indirect control as the *beneficiary*, control taking any of the following forms:

- (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;
- (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

The entities listed in Annex 1 shall be deemed as Affiliates only as long as the above-defined ownership or control lasts.

It is also agreed by the Beneficiaries that an undertaking shall no longer be deemed an Affiliate in case of a change in the ownership or control of the Beneficiary unless the Beneficiaries mutually agree otherwise and subject also to the Commission having been provided with the details of the change, in accordance with the Commission contractual rules, Annex II General Conditions – Part A, Article II.3.f and article II.38.1 h and having indicated in writing that the Commission does not intend to terminate the Grant Agreement in accordance with said Article.



Each Beneficiary shall update the list of its Affiliates in case of reorganisation that does not extend Access Rights previously granted, provided that all the criteria defined in this section are still met. Any other modification of Annex 1 shall be notified to each of the Beneficiaries.

“**ARTIST Office**” is the body in charge of different Network’s management activities and established in accordance with article 5.2.1.

“**Background**” means information which is held by the Beneficiaries prior to their accession to this agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before the accession to this agreement, and which is needed for carrying out the project or for using Foreground.

“**Budget**” means the allocation of resources, composed of the Commission’s financial contribution (“EC Contribution”), and any receipts received in the ArtistDesign Network of Excellence’s name. The Budget does not quantify the indirect financial contributions by the Beneficiaries, arising from work in common with other contracts such as Integrated Projects. The first network budget shall be agreed for a period of 12 months, and is described in annex 1 of the EC GA.

“**Cluster(s)**” are a subdivision of the Consortium as described in Article 5. Activities in the Joint Programme of Research Activities and in the Joint Programme of Integration Activities may be assigned to a cluster. Beneficiaries and individual researchers in the Network of Excellence belong to one or more clusters.

“**Cluster Leader(s)**” are the scientific leaders of the clusters, as defined in section 5.2.3.

“**Commission**” means the Commission of European Communities.

“**Consortium Agreement**” means this agreement, including all its annexes.

“**Foreground**” means the results, including information, whether or not they can be protected, which are generated under the Project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar form of protection.

“**Grant Agreement**” (“**GA**”) or “**EC GA**” means the contract No. 214373 (including all its Annexes) signed between the Coordinator, the Beneficiaries and the Commission regarding the performance of the Network of Excellence. Beneficiaries accede to the GA by signing the associated Form A designated by the Commission.

“**Description of Work**” or “**Technical Annex**” is annexed to the EC GA. It describes the structure and technical activities undertaken by the Network of Excellence.

“**Defaulting Party**” means a Beneficiary breaching its obligations under this Consortium Agreement and/or the GA.

“**Deliverables**” or “**Reports**” means the periodic reports and the final reports and all documents to be submitted to the Commission in accordance with the GA General Conditions, Part A, Article II.4.

“**EC Reviewers**” includes the project officer(s) from the Commission, and the reviewers selected for assisting in reviewing the NoE.

“**Executive Management Board**” is in charge of executing the Strategic Management Board decisions and supervising the day-to-day management for implementing the JPA and established in accordance with article 5.2.2.

“**General Assembly**” as the body representing all the Beneficiaries is in charge of the overall direction and major decisions with regard to the Network of Excellence and established in accordance with article 5.1.1.

“**IBAN**” means International Bank Account Number.

“**IPR**” or “**Intellectual Property Rights**” means patent, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available; but excluding rights in confidential information or trade secrets.

“**Joint Programme of Activities**” is the set of activities covered by the Budget. It is composed of four branches: the Joint Programme of Integration Activities (JPIA); the Joint Programme of Research Activities (JPRA), the Joint Programme of Activities to Spread Excellence (JPASE), the Joint Programme of Management Activities (JPMA).

“**Network of Excellence**”, “**Network**”, “**NoE**”, or “**Project**” means the Network of Excellence called ArtistDesign referenced 214373, as set out in the Description of Work attached to this Consortium Agreement and to the GA.

“**Proposal**” means the proposal for the Project submitted by the Beneficiaries to the Commission, including any amendment.

“**Regulation**” means the Regulation (EC) No 1906/2006 of the European Parliament and the Council of 18 December 2006 laying down the rules for participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for Dissemination of research results (2007 – 2013) OJL391 of 30/12/06 [http://eur-lex.europa.eu/LexUriServ/site/en/oj/2006/l\\_391/l\\_39120061230en00010018.pdf](http://eur-lex.europa.eu/LexUriServ/site/en/oj/2006/l_391/l_39120061230en00010018.pdf)

“**Scientific Coordinator**” implements the scientific policy of the NoE, in accordance with article 5.2.1.3.

“**Technical Coordinator**” leads the technical work of the NoE, in accordance with article 5.2.1.2.

“**Strategic Management Board**” is a strategy-making body established in accordance with article 5.1.2.

### 1.3 Software Terminology

“**API**” or “**Application Programming Interface**” shall mean an interface or other means provided for by a Software application, component or library for the purpose of interfacing or interaction of other Software with such application, component or library.

“**Software**” shall mean software programs (i.e. sequences of instructions to carry out a process in, or convertible into, a form executable by a computer), fixed either in “**Object Code**”, i.e. in machine readable, compiled and/or executable form, or in “**Source Code**”, i.e. in human readable form.

“**Software Documentation**” shall mean software information being technical information relating to the design, development, use or maintenance of any version of a software program.

## Article 2 – Purpose of the Consortium Agreement

The purpose of this Consortium Agreement is to specify the organisation of the work between the Beneficiaries, to organise the management of the Network of Excellence, to define the rights and obligations of the Beneficiaries, including, but not limited to, their liability and indemnification, to supplement the provisions of the GA concerning Access Rights and to set out rights and obligations of the Beneficiaries supplementing but not conflicting with those of the GA.

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## Article 3 – Nature of the Consortium Agreement

- 1) Nothing in this Consortium Agreement shall create or be deemed to create, constitute or give effect to or otherwise recognise such creation of a partnership, agency, joint venture, interest grouping or any formal business organisation between the Beneficiaries or any of them.
- 2) Each Beneficiary shall act as an independent Beneficiary and not as the agent of any of the other Beneficiaries.
- 3) Any participation as a Beneficiary in this Network of Excellence requires accession to the GA and to this Consortium Agreement.
- 4) In case of conflict or of inconsistency between the contractual provisions signed by the Beneficiaries in connection with this Network of Excellence, the provisions of the GA shall prevail over those of this Consortium Agreement and its Annexes, which shall themselves prevail over any special contract or agreement signed for its application.

## Article 4 – Beneficiaries' Obligations for Implementing the NoE

Without prejudice to the provisions of Article 5 describing the various bodies of the Network of Excellence, the following shall apply.

### 4.1 General Obligation

Without prejudice to any other obligations under this Consortium Agreement, the Beneficiaries shall take all necessary measures to perform, fulfil, promptly and in due time all their obligations so that the Network of Excellence is carried out in accordance with the terms and conditions of the GA and this Consortium Agreement.

### 4.2 Deliverables and Reports

The Beneficiaries shall provide the ARTIST Office and/or the Cluster Leaders, as appropriate, with the deliverables, information, and reports which are reasonably required in order to perform their duties under this Consortium Agreement and under the GA or as the Commission may request (and in such case the relevant Beneficiary shall keep the ARTIST Office and /or Cluster Leader informed of any such request from the Commission).

The Beneficiary responsible for a given Deliverable or Report will make it available in final form and in due time for validation by the Strategic Management Board before it is sent to the EC Reviewers.

### 4.3 Format of the Deliverables

On request by the Technical Coordinator or the Cluster Leader, all deliverables, information, and reports shall be submitted in electronic form in Word format, graphics in GIF or JPEG format, or any other format mutually agreed, following the layout prescribed by the Technical Coordinator.

### 4.4 Subcontracting

In addition to the GA Annex II General Conditions Part A Article II.7, if recourse to a subcontract is not identified in the Annex I of the GA, the Beneficiary shall request the prior approval of the Strategic Management Board for all subcontracts.

Each Beneficiary undertakes to organise the bid for any subcontract and to comply with the requirements of the General Conditions provision II.7 of GA.

Each Beneficiary having recourse to sub-contracting undertakes to comply with all legal national rules in the matter of the bid.

#### **4.5 Detailed Obligations**

Each Beneficiary undertakes:

- i) to notify the Cluster Leader and the Technical Coordinator promptly of any delay in performance or of any event that may impact the Network of Excellence;
- ii) to inform the Cluster Leader and the Technical Coordinator, of relevant communications it receives from third parties in relation to the Network of Excellence;
- iii) to apply reasonable business efforts to ensure the accuracy of any information or materials it supplies to the other Beneficiaries or under the GA and to promptly correct any error therein of which it is notified. The recipient Beneficiary shall be responsible for the use to which it puts such information and materials;
- iv) not to use knowingly any proprietary rights of a third party for which such Beneficiary has not acquired the corresponding right of use;
- v) to act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Beneficiaries and in accordance with good business ethics;
- vi) to participate in a cooperative manner to the meetings of the different bodies defined by this Consortium Agreement;
- vii) to provide the ARTIST Office with the name of the person, duly authorised by its institution to give all necessary and appropriate information concerning the Beneficiary's participation in the Network;
- viii) to provide the Coordinator with the name of the person representing the Beneficiary, duly authorised by his institution, who shall commit and confirm that all financial information and costs statements delivered by the Beneficiary are exact and true. In case of change of this representative, each Beneficiary shall provide the ARTIST Office with a new name without delay;
- ix) to provide the Coordinator with all information and documents required to justify the payment of the EC contribution
- x) to provide the Cluster Leaders and the Technical Coordinator with all information and documents required pursuant to the Grant Agreement's Description of Work to establish the regular Progress Reports for the Commission;
- xi) to supply the Coordinator with the C form to which the certificates on the financial statements shall be attached duly filled and sent by electronic means and mail and no later than thirty (40) calendar days after the expiration of each reporting period;
- xii) to supply the Coordinator with all Project-related information reasonably required by him to establish an annual financial report;
- xiii) to supply the Coordinator with all relevant information about Beneficiary's bank account, especially IBAN where existing; in case of any change in these bank details, each Beneficiary shall inform the Coordinator without delay;
- xiv) each Beneficiary shall keep the original of the supporting documents relating to expenses declared for reimbursement by the Commission for a period of five years after termination of the Network of Excellence and shall make these available in case of an audit;
- xv) to respect the rules in matter of subcontracting in accordance with article 4.4 of this Consortium Agreement.

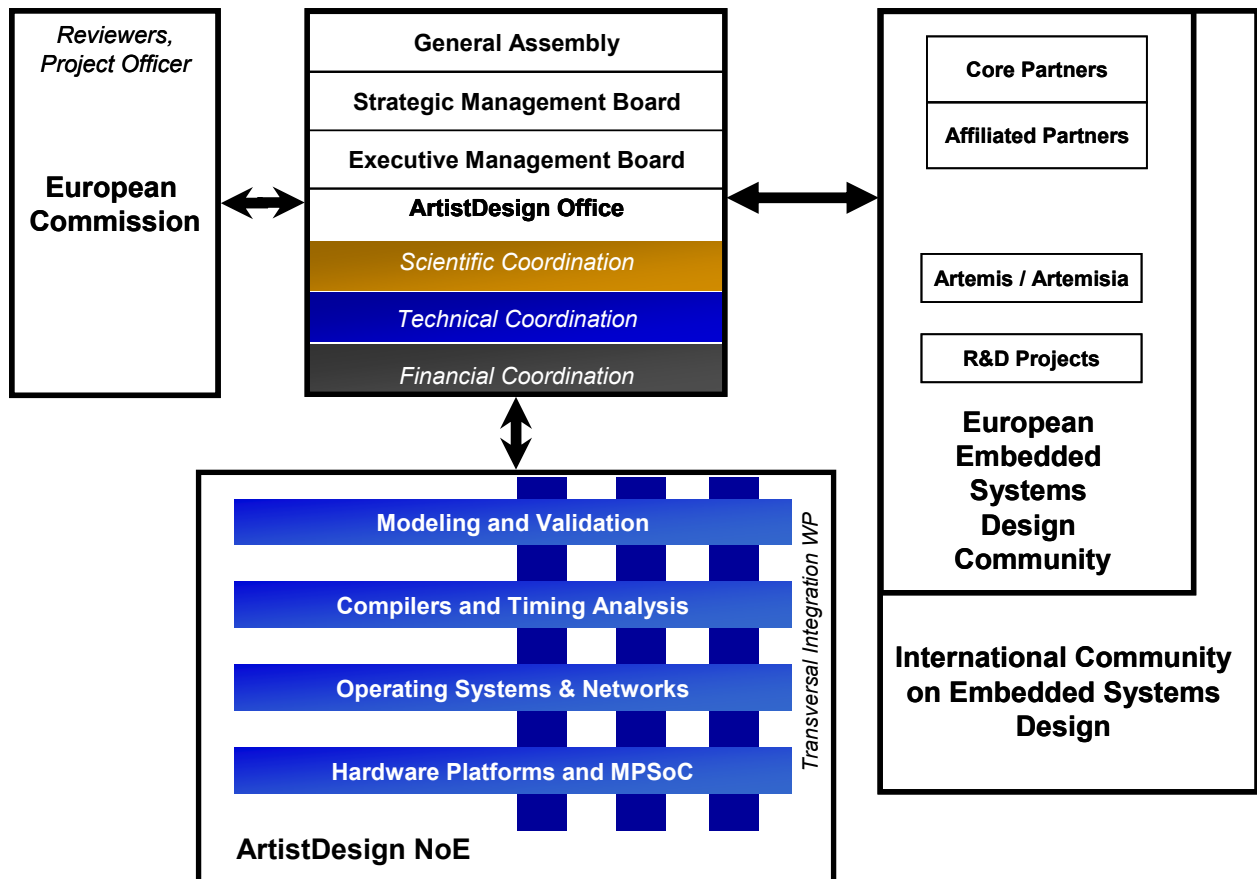
## Article 5 – Organisation of the Network of Excellence

The work of the Network of Excellence is described in the Joint Programme of Activities, provided in the Description of Work annexed to the EC GA. The teams are structured into Clusters, each of which is assigned a Cluster Leader.

Major changes in the Joint Programme of Activities, particularly creation, reallocation, or termination of Clusters, shall be handled by the General Assembly.

The Network of Excellence has the following management structures, each composed of a set of bodies (see figure below):

- **Strategy-making Bodies**  
 The General Assembly, and the Strategic Management Board.
- **Operational Bodies**  
 The Executive Management Board, the ARTIST Office, and the Cluster Leaders (represented by asterisks in the diagram below).
- **Clusters**  
 Each cluster covers a specific scientific topic, and implements the NoE aspects related to it. Clusters also interact with one another to address cross-cutting issues.



### 5.1 Strategy-making Bodies

#### 5.1.1 General Assembly

The General Assembly shall be in charge of the overall direction and major decisions with regard to the Network of Excellence.

#### 5.1.1.1 Composition

The General Assembly is composed of one institutional representative (or its substitute) per Beneficiary and duly authorised for this purpose. It is chaired by the Scientific Coordinator.

#### 5.1.1.2 Meetings

The General Assembly is convened at the beginning of the Network of Excellence and meets physically at least once a year, as decided by its Chairperson.

The Chairperson shall also convene meetings at any time:

- Upon request of the Strategic Management Board;
- Upon request of 1/3 of the Beneficiaries.

The Chairperson shall give each of the Beneficiaries at least thirty (30) calendar days prior written notice of such meetings or fifteen (15) calendar days prior notice in case of an emergency situation. The notice must contain the day(s) and place of the meeting as well as the proposed agenda.

Should a Beneficiary suggest adding an issue to the proposed agenda, it shall give written notice thereof to all other Beneficiaries at least seven (7) calendar days prior to the meeting date.

Any decision required or permitted to be taken by the General Assembly may be taken in accordance with the above in meetings via teleconference and/or via email.

#### 5.1.1.3 Quorum Requirements

The General Assembly may validly meet if 2/3 of the Beneficiaries are present or represented.

In the event quorum is not met, the General Assembly shall be convened once again within no more than fifteen (15) calendar days from this date, and may validly deliberate even in the absence of quorum provided always that seven (7) calendar days prior notice of such meeting is provided to all Beneficiaries.

All Beneficiaries may grant power of attorney to other Beneficiaries to represent them as their proxies, with a limit of one (1) proxy per Beneficiary.

The Technical Coordinator must receive the document granting the power of attorney for the Beneficiaries represented at least 5 days prior to the meeting.

#### 5.1.1.4 Voting Rules

Each representative shall have one vote.

No decision may be made in relation to any matter not mentioned on the agenda unless agreed by unanimous consent of all the Beneficiaries present at a valid General Assembly.

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The following decisions may be taken by the General Assembly, by a majority vote of 2/3 of the votes of the Beneficiaries present or represented (without taking into account the abstentions):

- i) Validation of the yearly report of activities presented by the Scientific Coordinator;
- ii) Validation of the modifications and updates to the Network of Excellence's Joint Programme of Activities and the "Use and Dissemination Plan" prepared by the Strategic Management Board;
- iii) Modification of the annual decisions regarding the allocation of the estimated Network of Excellence's budget on a 12-month basis between the Beneficiaries and the Clusters prepared by the Strategic Management Board based on the Executive Management Board's proposals;
- iv) Validation of the Strategic Management Board's proposals in matters of joint acquisition of equipment;
- v) Validation of the Strategic Management Board's recommendations concerning the work progress of the Beneficiaries and concerning actions to be taken in cases of failure by any Beneficiary to properly assume its obligations;
- vi) Election of the members of the Strategic Management Board every two years. A Cluster Leader or the Scientific Coordinator may propose any Beneficiary. Each Cluster in the Network must have one or more members in the Strategic Management Board. If no election can be decided by the General Assembly by a 2/3 majority vote, a simple majority shall apply; Any member of the Strategic Management Board may be replaced at any time upon a decision thereto by the General Assembly, decided on a 2/3 majority vote.
- vii) Election of a new Scientific Coordinator at year 3, if required by the Strategic Management Board, in order to ensure a stable future beyond the funding period. For this point on the agenda, the oldest member present would chair the General Assembly. If no election can be decided by the General Assembly by a 2/3 majority vote, a simple majority shall apply;
- viii) Validation of proposals from the Strategic Management Board for the exclusion / withdrawal of Beneficiaries.

The following decisions may be taken unanimously by the General Assembly:

- ix) Validation of major changes to the Network and Clusters' activities proposed by the Strategic Management Board, particularly:
  - a premature completion /termination of the Network, part of the Network or Cluster,
  - the suspension of all or part of the Network or Cluster;
- x) Validation of the proposals from the Strategic Management Board for modifying the membership in the Consortium, including the acceptance of new Beneficiaries;
- xi) Validation of the proposals from the Strategic Management Board for amending the Consortium Agreement and GA.

The Beneficiaries agree to abide by all decisions of the General Assembly. However, any Beneficiary can veto any decision pursuant to the Grant Agreement's Description of Work that modifies such Beneficiary's costs liabilities, or intellectual property rights as contained within this Consortium Agreement, unless due to the default of the Beneficiary. Such a veto may not be applied to reductions in a Beneficiary's budget, as decided by the General Assembly in accordance with the rules in this Agreement.

The Technical Coordinator shall draft the minutes of each meeting to formalize in writing all decisions taken and shall distribute them to all Beneficiaries.

The minutes shall be considered as accepted by the Beneficiaries if, within fifteen (15) calendar days from receipt thereof, no Beneficiary has objected in writing to the Chairperson and the Technical Coordinator, provided that objection shall be either on such formalization or on a decision that was not part of the agenda and which was not accepted by all Beneficiaries.

### **5.1.2 Strategic Management Board**

#### 5.1.2.1 Composition

The Strategic Management Board is chaired by the Scientific Coordinator, assisted by the Technical Coordinator. Initially, it has 16 members, but the Scientific Coordinator can propose additional members as required.

The Coordinator is member "ex officio" of the Strategic Management Board with voice but no vote.

Its members are elected between all Beneficiaries by the General Assembly every two years, according to the rules described in 5.1.1. The renewal does not include the Scientific and Technical Coordinators and the Coordinator.

The initial members of the Strategic Management Board are the following:

- Chairperson: Joseph Sifakis (Scientific Coordinator, VERIMAG/UJF),
- Bruno Bouyssounouse (FLORALIS)
- Tom Henzinger (EPFL),
- Kim Larsen (Aalborg),
- Peter Marwedel (Dortmund),
- Reinhard Wilhelm (Saarland),
- Giorgio Buttazzo (Pisa),
- Alan Burns (York),
- Luis Almeida (Aveiro),
- Jan Madsen (DTU),



- Lothar Thiele (ETHZ),
- Luca Benini (Bologna),
- Karl-Erik Årzén (ULUND),
- Bengt Jonsson (Uppsala),
- Alberto Sangiovanni Vincentelli (PARADES),
- Ed Brinksma (ESI),

The Strategic Management Board leads the scientific policy of the Network, by deciding the budget allocations for the NoE's activities.

The Strategic Management Board's role includes:

- i) Updating/extending/modifying the JPA up to adding/removing/modifying clusters. This can include major changes in the JPA, in response to new problems or situations. These will have to be validated consequently by the General Assembly.
- ii) Selection of JPA activities and their associated budget. The selection process and budget decisions are made by the Strategic Management Board under proposals of the Executive Management Board. These questions have to be validated consequently by the General Assembly.
- iii) Proposes changes to the consortium: adding or excluding Beneficiaries; selects and proposes to the General Assembly a candidature of a new Beneficiary to join the Network, implements the competitive calls if it is required by the Commission; determines, if any, entrance fees to be paid by a new Beneficiary; review the performance of the Consortium members and makes recommendations to the General Assembly concerning actions to be taken in cases of failure by any Beneficiary to properly assume its obligations. Once the GA enters into force, these changes must be accepted by the General Assembly.
- iv) Ethical issues and promotion of gender equality.
- v) Validation of annual Reports and Deliverables to be submitted to the Commission. The Beneficiary responsible for a given Deliverable or Report will provide it to the Strategic Management Board sufficiently early to be validated by the end of the corresponding reporting period.
- vi) Search for funding and evolution towards self-sustainment.
- vii) Definition and follow-up of the ArtistDesign Indicators for Assessing the Quality of Integration (see the ArtistDesign Description of Work).
- viii) Continuous monitoring of the Network's scientific quality, and evaluation of the quality of the deliverables.
- ix) Deciding on and implementing the policy on Intellectual Property Rights (IPR), and the transfer of Foreground and of any other activities related to Foreground management, in accordance with the EC GA, the Regulation and Article 7 of this Consortium Agreement. The Strategic Management Board arbitrates in conflicts between Beneficiaries regarding IPR.
- x) Execution of arbitration policies to resolve conflicts of interest.

- xi) Prepares an annual budget allocation between Beneficiaries and Clusters upon the Executive Management Board's proposals and submits them to validation by the General Assembly.
- xii) Approves the subcontracting.
- xiii) Makes proposals to the General Assembly regarding any joint acquisition of equipment.
- xiv) Prepares the "Intellectual Property, Use and Dissemination Plan" to be validated by the General Assembly.

Certain decisions of the Strategic Management Board described in 5.1.2, such as bringing in new Beneficiary, or ending membership for one or more existing Beneficiaries, must be validated by the General Assembly. The Consortium Agreement defines the procedure for modifying the consortium.

#### 5.1.2.2 Meetings

The Scientific Coordinator convenes the Strategic Management Board for a meeting at least once a year – close to the General Assembly meeting. However, any decision required or permitted to be taken by the Strategic Management Board may be taken in accordance with the above in meetings via teleconference and/or via email.

The Scientific Coordinator shall also convene meetings:

- Upon written request of 1/3 of the members of the Strategic Management Board
- Upon request of the Coordinator

The Scientific Coordinator shall set the agenda for meetings of the Strategic Management Board as well as chair them.

In emergency situations the Scientific Coordinator is authorised to take any decision reasonably required by the circumstances, which must then be submitted for validation by Strategic Management Board at the next possible opportunity.

The Scientific Coordinator shall give each member at least fourteen (14) calendar days written notice of such meetings or seven (7) calendar days notice in case of an emergency situation. Any decision requiring a vote at the Strategic Management Board meeting is required to be identified as such on the notice of meeting.

Should a member of the Strategic Management Board suggest adding an issue to the proposed agenda, it shall give written notice thereof to the other members of the Strategic Management Board at least seven (7) calendar days (or 3 calendar days if there is urgency) prior to the meeting date. No decision may be made in relation to any matter not mentioned in the agenda unless agreed by unanimous consent and provided that all members of the Strategic Management Board are present or represented at such meeting.

The Scientific Coordinator and/or his assistant shall draft the minutes of each meeting to formalise in writing all decisions taken and shall dispatch them to all the Strategic Management Board members within fifteen (15) calendar days of the concerned meeting.

The minutes shall be considered as accepted by the members if, within fifteen (15) calendar days from receipt thereof, no member of the Strategic Management Board presented or represented at the said meeting has objected in writing to the Scientific Coordinator, provided that objection shall be either on such formalisation or on a decision that was not part of the agenda and which was not accepted by all members present or represented.

### 5.1.2.3 Quorum Requirements

The Strategic Management Board may validly meet if 2/3 of its members are present or represented. In case quorum is not met, the Strategic Management Board will be convened once again within no more than fifteen (15) calendar days from this date, and may validly deliberate even in the absence of quorum provided always that seven (7) calendar days prior notice of such meeting is provided to all members.

### 5.1.2.4 Voting rules

Each member of the Strategic Management Board has one (1) vote and may grant power of attorney to another member to attend and vote at any meeting of the Strategic Management Board.

Decisions shall be taken by a majority of two thirds (2/3) of the votes of members present or represented.

In case of proposal to the General Assembly on measures to be taken against a defaulting Party, the decision shall be taken unanimously by the members present or represented at the exception of the defaulting member-Beneficiary(s).

## 5.2 Operational Bodies

The Operational Bodies are the ARTIST Office and the Executive Management Board.

### 5.2.1 ARTIST Office

The ARTIST office is composed of the Coordinator (Floralis), the Scientific Coordinator and the Technical Coordinator.

The ARTIST Office brings together a set of tightly interrelated functions, which are necessary for managing the Network of Excellence on an operational basis. It performs the day-to-day management of the Network.

The ARTIST Office shall neither be entitled to act or neither to make legally binding declarations on behalf of any other Beneficiary, nor to enlarge its role beyond the one described herein and in the GA.

#### 5.2.1.1 Coordinator's Role

The Coordinator's role includes the administrative and financial aspects consistent with the EC GA and Regulation. It consists of:

- i) Receiving all payments made by the Commission for the Network of Excellence.
- ii) Collecting the Forms A for Beneficiaries' accession to the EC GA, and forwarding them to the Commission.
- iii) Dispatching EC Contribution according to explicit decisions taken by the Executive Management Board, in compliance with the EC GA, the Consortium Agreement, and decisions of the Strategic Management Board.
- iv) Periodic reporting to the Commission and to the Strategic Management Board, on the consumption of the EC Contribution. The reporting period is every 12 months, as requested by the Commission.

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- v) Keeping appropriate account of all financial transactions concerning EC funds in such form that the competent bodies and Beneficiaries may be kept up to date on its distribution;
  - vi) Negotiating with the Commission in collaboration with the Scientific Coordinator and the Technical Coordinator.
  - vii) Submitting Reports and Deliverables to the Commission prepared and delivered by the Network's competent bodies;
  - viii) According to rules agreed by the Strategic Management Board, withholding the advance payments and transferring sums allocated among the Beneficiaries as per the Budget validated in the General Assembly and keeping related records identifying what portion of the payments made by the Commission has been allocated and/or paid to each Beneficiary.
  - ix) Collecting annually, by mail and electronic means, Forms C and certificates on the financial statements attached to, from each Beneficiary in order to prepare the annual financial reports to be submitted to the Strategic Management Board for validation, before sending them to the Commission.
  - x) Preparing annual financial report on basis of information provided by the Beneficiaries, via the Clusters.
  - xi) Participating with the Scientific Coordinator and Technical Coordinator in preparing any amendments to the Consortium Agreement and/or GA. The Coordinator shall have them signed by the Beneficiaries.
  - xii) Managing any net income, if any, from Network activities which will be transferred to the Coordinator on the Network's account, opened at Floralis.
  - xiii) Communicating all information received from the Commission in connection with the Network of Excellence to the competent bodies;
  - xiv) In collaboration with Executive Management Board, making sure that reports and other deliverables have been submitted in a timely fashion as required in the GA or as otherwise required by the Commission.

The Coordinator is not entitled to act or to make legally binding declarations on behalf of any other Beneficiary without the prior authorisation of such Beneficiary, nor to enlarge its role beyond what is described in this Consortium Agreement and results from the Regulation.

#### 5.2.1.2 Technical Coordinator's Role

The Technical Coordinator ensures, under responsibility of the Scientific Coordinator, the following tasks, including:

- i) Checking the work progress against the planned schedule
- ii) Checking the manpower consumption pursuant to the reports submitted by the Beneficiaries
- iii) Checking that milestones are met, and Deliverables (including certificates on the financial statements) are properly produced, pursuant to the reports submitted to the Beneficiaries.
- iv) Organising meetings to prepare and finalise Reports and submits, via the Coordinator, Deliverables and schedules to the Commission.
- v) Organising the information flow throughout the consortium
- vi) Drafting the minutes of each meeting of General Assembly, Strategic Management Board and Executive Management Board.
- vii) Participating in negotiating with the Commission.

- viii) Preparing any amendments regarding the Consortium Agreement and/or GA in collaboration with the Coordinator and the Scientific Coordinator.

The Technical Coordinator is neither entitled to act or to make legally binding declarations on behalf of any other Beneficiary, nor to enlarge his/her role beyond what is described in this Consortium Agreement.

#### 5.2.1.3 Scientific Coordinator's Role

The Scientific Coordinator is the overall leader of the Network of Excellence.

The Scientific Coordinator will be responsible for implementing the scientific policy as it is defined by the Cluster Leaders, and their related decisions. Both the Scientific Coordinator and the Cluster Leaders are accountable for their actions. If needed, this Consortium Agreement defines the rules under which they may be replaced.

The Scientific Coordinator reports to the Executive Management Board, and is especially in charge of informing this body of any eventual modifications in manpower, or resource consumption and planning compared to the original GA, so that the Executive Management Board may take corrective actions in a timely fashion.

The Scientific Coordinator convenes and organises, with assistance of the Technical Coordinator, the meetings of General Assembly, Strategic Management Board and Executive Management Board.

The Scientific Coordinator is neither entitled to act or to make legally binding declarations on behalf of any other Beneficiary, nor to enlarge his/her role beyond what is described in this Consortium Agreement.

The Scientific Coordinator presents an annual report of the Network's activity to the General Assembly. He/she participates in negotiating with the Commission.

He/she prepares any amendments regarding the Consortium Agreement and/or GA in collaboration with the Coordinator and the Technical Coordinator.

### 5.2.2 Executive Management Board

The Executive Management Board is composed of one Leader from each Cluster, the Scientific and Technical Coordinators and of the Coordinator – who attends, with no voting rights.

It is chaired by the Scientific Coordinator, assisted by the Technical Coordinator. It meets on roughly a monthly basis – either in person or via phone conference. It implements the decisions of the Strategic Management Board, and supervises the day-to-day management for implementing the JPA. It is composed of: *Joseph Sifakis (VERIMAG) - chair, Bruno Bouyssounouse (VERIMAG), Tom Henzinger (EPFL), Kim Larsen (Aalborg), Peter Marwedel (Dortmund), Giorgio Buttazzo (Pisa), Jan Madsen (DTU), Karl-Erik Årzén (ULUND), Bengt Jonsson (Uppsala), Alberto Sangiovanni Vincentelli (PARADES), Ed Brinksma (ESI).*

The Scientific Coordinator shall give each member at least seven (7) calendar days written notice of such meetings or three (3) calendar days notice in case of an emergency situation. It proposes to the Strategic Management Board the allocation of the budget between Beneficiaries and Clusters.

After reception of the six-month summary expenditures reports from each Cluster, via Cluster Leaders, the Executive Management Board validates them and instructs the Coordinator, via explicit decision (in compliance with the Strategic Management Board's and the General Assembly's decisions), to transfer the appropriate sums to the accounts of the Beneficiaries.

In collaboration with the Coordinator makes sure that Reports and other Deliverables have been submitted in a timely fashion as required in the GA or as otherwise required by the Commission.

#### 5.2.2.1 Quorum Requirements

The Executive Management Board may validly meet if 2/3 of its members are present or represented. In case quorum is not met, the Executive Management Board will be convened once again within no more than fifteen (15) calendar days from this date, and may validly deliberate even in the absence of quorum provided always that seven (7) calendar days prior notice of such meeting is provided to all members.

#### 5.2.2.2 Voting rules

Each member of the Executive Management Board has one (1) vote and may grant power of attorney to another member to attend and vote at any meeting of the Executive Management Board.

Decisions shall be taken by a majority of two thirds (2/3) of the votes of members present or represented.

### 5.2.3 Clusters

The Cluster Leaders, appointed by the Scientific Coordinator, are responsible for the overall coordination of the activities led by their Cluster. A Cluster functions as a virtual team – with a degree of autonomy for defining its internal meetings and day to day management.

Each cluster has one Cluster leader, and meets on a monthly basis in person or via phone conference. They monitor the day-to-day JPA activities driven by the Cluster, and report to the ArtistDesign Executive Management Board as a whole. Cluster leaders are responsible for:

- i) Coordinating on a day-to-day basis the progress of the technical work of the Cluster;
- ii) Satisfactory progress in intra-Cluster activities, including: integration between core Beneficiaries to achieve critical mass at the Cluster level; and building and spreading world-class excellence.
- iii) Providing the Technical Coordinator with all information and documents required to establish the regular Progress Reports for the Commission.
- iv) Overseeing the scientific and technical work in the inter-Cluster activities driven by their Cluster, to ensure the progress of integration and excellence.
- v) Promoting gender equality with a European dimension at the Cluster level.
- vi) Preparing every six months the summary expenditure reports concerning their respective Cluster and sending them to the Executive Management Board for validation.

The Cluster Leader shall neither be entitled to act or neither to make legally binding declarations on behalf of any other Beneficiary nor to enlarge its role beyond the one described herein.

### 5.2.4 Decision-making Mechanisms, and Conflict Resolution

Each decision is associated with the following top-down or bottom-up mechanisms.

#### Top-Down Mechanisms

- Major decisions are proposed by the Strategic Management Board and approved by the General Assembly.
- These decisions are transmitted to the Cluster Leaders, via the Executive Management Board, in a formal structure (activity, timeline, budget, indicators, reporting).
- The Cluster Leaders implement the decisions, and prepare the reports.

#### Bottom-Up Mechanisms

- A possible conflict or problem is managed first within the Cluster.
- If the conflict cannot be solved at this level, the Executive Management Board shall make a proposal to the Strategic Management Board, which shall make a decision.

## **Article 6 – Costs, Budget and Payments**

### **6.1 Costs Incurred**

Each Beneficiary shall bear all its own costs incurred in connection with the performance of this Consortium Agreement and of the GA and incurred in connection with the implementation of the Network of Excellence.

### **6.2 Budget**

Each Beneficiary shall make available the resources for performing its obligations as agreed in the Description of Work. Costs arising from a Beneficiary's performance or contribution or any participation in the network shall be borne fully and solely by such Beneficiary if not explicitly covered otherwise in the Budget.

The first Budget is included in the Description of Work annexed to the EC GA.

Reserves may be constituted for certain operations. These shall be identified in the Budget.

The Consortium's forecasted rolling budget is established annually for a 12-month period and attached to the JPA. It shall be reviewed periodically by the Strategic Management Board and validated annually by the General Assembly.

### **6.3 Reception, Transfer and Management of the EC Contribution**

The Coordinator shall receive all payments made by the Commission in the framework of the ArtistDesign Network of Excellence. For this purpose, an account will be opened by and at the Coordinator.

The Coordinator undertakes to transfer the appropriate sums to the respective Beneficiaries every six months, based on explicit instructions given by the Executive Management Board and in accordance with the GA and the budget allocation decided by the Strategic Management Board on the Executive Management Board's proposals.

The Coordinator transfers these sums at the earliest convenience, but he shall not be responsible for delay in transfer payment due to Beneficiaries (due for example to inaccurate IBAN numbers, to delay in the communication by a Beneficiary of Form C, or to the Beneficiary's bank etc.) or Network's competent bodies.

The Coordinator shall notify each Beneficiary promptly of the date and amount transferred to its respective bank account and shall give the relevant references on request. The Coordinator shall maintain complete books and records of the EC Contribution and any Receipts, and the information will be made available to the Beneficiaries on a 6-month basis.

Only the Coordinator upon decisions of the competent bodies shall operate all financial transactions on the Network's account.

The Coordinator undertakes to keep all financial transactions allocated by the GA, this Consortium Agreement or by budget allocation in accordance with a decision of the Strategic Management Board on an account separate from its normal business accounts and its own assets and property. All operations on this account will be made visible at all times internally within the ARTIST Office. All financial management and accounting acts in connection with the EC Contribution shall be made by the Coordinator in accordance with the applicable EC rules.

This bank account will be closed when all the EC Contributions have been transferred to the Beneficiaries and in any event by no later than one (1) year after the termination of this Consortium Agreement.

## **Article 7 – Intellectual Property Rights (IPR)**

### **7.1 General**

Each Beneficiary is bound by the terms and conditions of the Commission contractual rules, Annex II General Conditions - Part C entitled "Intellectual Property Rights, Use and Dissemination" as hereby complemented or amended.

### **7.2 Ownership and Protection of Foreground**

- i) Foreground shall be the property of the Beneficiary generating it.
- ii) If, in the course of carrying out work on the Network of Excellence, a joint invention, design or work is made (and at least two Beneficiaries are contributors), and if the features of such joint invention design or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant intellectual property right, the Beneficiaries concerned (the "Contributors") agree that they may jointly apply to obtain and/or maintain the relevant rights and shall strive to set up amongst themselves appropriate agreements in order to do so.

So long as any such rights are in force, such Contributors shall be entitled to use such rights internally for non-commercial applications, in accordance with the applicable agreements, without owing any financial compensation to or requiring the consent of the other Contributors.

Commercial Licenses to third parties and rights for commercial use by one of the Beneficiaries may be granted in accordance with the set up agreement and regulations for appropriate compensation shall be agreed between the jointly contributing Beneficiaries.



- iii) In the case where a Beneficiary ("Originator") would decide in its sole discretion that it does not intend to seek adequate and effective protection of certain of its Foreground from the Network of Excellence, then, the Originator shall inform in writing the other Beneficiaries, through the Scientific Coordinator, and any Beneficiary interested in applying to obtain and maintain such protection shall advise the other Beneficiaries through the Scientific Coordinator and in writing within one month of receipt of relevant notice.

In case several Beneficiaries are interested in so applying, they shall strive to set up amongst themselves and with the Originator appropriate agreements in order to do so.

Should no other Beneficiary show an interest to so apply, the Beneficiary, shall inform accordingly the Commission in accordance with the Commission contractual rules, Annex II General Conditions - Part C, Article II.28.

## **7.3 Publication of Foreground**

### ***7.3.1 Dissemination of Foreground during the Network of Excellence***

Beneficiaries participating in common work leading to the dissemination of Foreground shall provide the other Beneficiaries participating in this common work with a 30-day prior notice of any planned publication on its Foreground and, if requested, with copy of relevant publication data. Adequate publication references to previous work shall be given in the publication.

Any of the Beneficiaries participating in this common work may object to the publication within thirty (30) calendar days from receipt of the data.

This objection may consist in either:

- a request for removal of its own (the objecting Beneficiary's) Foreground, Background or confidential information; or
- a request that the publication or communication be postponed, up to a maximum of 90 days.

if the objecting Beneficiary can reasonably show that the protection of its own Foreground or industrial property would be adversely affected.

The objection to publication cannot be made more than thirty (30) days following the first submission of the proposed publication or communication.

Objection shall be made in writing to the issuing Beneficiary, with a copy to the Scientific and Technical Coordinators. The intending publication shall not be made until the Beneficiaries concerned have agreed upon a manner to resolve the objection raised.

### ***7.3.2 Dissemination of Foreground after the end of the Network of Excellence***

If dissemination of Foreground does not adversely affect its protection or use and subject to legitimate interests, the Beneficiaries shall ensure further dissemination of their own Foreground as provided under the GA and this Consortium Agreement.

### ***7.3.3 Dissertation or Thesis***

Subject to the provisions of article 7.3.1 the Beneficiaries agree to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree, which includes their Foreground and Background.

## 7.4 Access Rights

### 7.4.1 General Principles

The Beneficiaries agree that the provisions of the GA regarding Access Rights shall apply only to research activities which are carried out within the framework of activities in the NoE's "Joint Programme of Research Activities" (JPRA), or its "Joint Programme of Integration Activities" (JPIA). In these cases, Access Rights shall be granted according to this section.

Beneficiaries who do not participate in a given activity have no claim to Access Rights to Background or Foreground. In this case, the Beneficiaries involved may however grant Access Rights at their sole discretion on a bilateral basis and subject to their commercial or other legitimate interests.

All Access Rights granted in accordance with this section shall be made free of any transfer costs.

Access Rights shall be granted in accordance with and subject to the EC GA Annex II, Articles 31 to 34. Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted and only for so long as is necessary for those purposes.

In relation to the granting of Access Rights "needed" or "need" shall mean that, without the grant of such Access Rights :

- In the case of Access Rights granted for the execution of the Project, carrying out the tasks assigned to the recipient Beneficiary under Description Of Work (as amended from time to time) would be impossible, significantly delayed, or require significant additional financial or human resources.
- In the case of Access Rights granted for use, the use of a defined and material element of the recipient Beneficiary's own Foreground would be technically or legally impossible.
- The burden of proof in relation to a claimed need for Access Rights shall be on the receiving Beneficiary. Where Access Rights are deemed to have been granted, the receiving Beneficiary shall provide such proof to the granting Beneficiary within 30 days of receipt of a written request. Subject to the receiving Beneficiary acting in good faith, Access Rights for execution of the project shall remain in force pending the resolution of any dispute between the Beneficiaries over the need for Access Rights.

Each Beneficiary shall take appropriate measures to ensure that it can grant Access Rights and fulfil its obligations under the EC GA and this Consortium Agreement notwithstanding any rights of its employees, or any person it assigns or engages to perform its own work for the NoE.

In accordance with the EC GA Annex II, Article 33 and 34, access rights to Background and Foreground shall be granted provided that the Beneficiary concerned is free to grant them.

The Beneficiaries agree that Access Rights are granted on a non-exclusive basis.

The Beneficiaries also agree that, if not otherwise provided in this Consortium Agreement or granted by the owner of the Foreground or Background, Access Rights shall not include the right to grant sub-licences.

Needed Access Rights shall be granted upon request as described below and in accordance with the provisions of the EC GA's Annex II General Conditions - Part C – Section 2.

Should a Beneficiary reasonably believe that it needs Access Rights to another Beneficiary's Background or Foreground, such Beneficiary shall then promptly request in writing Access Rights from said other Beneficiary, identify the extent of the Access Rights and provide reasonable evidence of its needs.

#### **7.4.2 Affiliates**

Upon request, each Beneficiary shall grant Access Rights to the Affiliates of the requesting Beneficiaries identified in annex 1, as if such Affiliates were parties hereto, provided all such Affiliates are established in a Member State or Associated country and are bound by all confidentiality and other obligations of the Beneficiaries under the EC GA and under this Consortium Agreement, including but not limited to confidentiality undertakings as if such Affiliates were parties thereto,

"Access Rights granted to any Affiliates are subject to the continuation of the Access Rights of the Beneficiary to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Beneficiary. Upon any legal entity ceasing to be an Affiliate of a Beneficiary or in the event of any change of control of an Affiliate, any Access Rights granted to such former Affiliate shall lapse unless agreed otherwise by the owing Party; licenses or user rights previously granted by such Affiliate to any Beneficiary under or in respect of Background or Foreground shall continue in full force and effect. Further arrangements with Affiliates may be negotiated in separate agreements."

#### **7.4.3 Access Rights for Conducting the Project**

The Beneficiaries agree that the Access Rights to the Foreground or to the Background needed for carrying out their own work under the Project shall be granted on a royalty-free basis, except for a new Beneficiary joining the Project, who shall have access to the Foreground obtained prior to its joining the Project at market conditions.

#### **7.4.4 Access Rights for Use of Foreground**

The Beneficiaries agree that the Access Rights to Background or Foreground needed for Use of a Beneficiary's own Foreground shall be granted on Fair and Reasonable Conditions.

The Beneficiaries agree that the Access Rights to Background needed for Use of a Beneficiary's own Foreground which is not listed in Annex 2 shall be granted at the absolute discretion of the owning Beneficiary and subject to such terms and conditions as may be agreed between the owning and receiving Beneficiaries and if granted on the basis of on Fair and Reasonable Conditions.

Each Beneficiary (the "First Beneficiary") may enter into a technical cooperation or licensing arrangement with a third party in respect of its own Foreground even if any minor amount of Foreground of another Beneficiary (the "Second Beneficiary") has been unavoidably incorporated into or amalgamated with the First Beneficiary's own Foreground.

In such circumstances and upon request of the First Beneficiary, the Second Beneficiary shall grant to the First Beneficiary non-exclusive licences over its Foreground against terms and conditions to be agreed, provided that no legitimate interests of the Second Beneficiary oppose the granting of such licence.

### **7.4.5 Specific Provisions for Access Rights to Software**

#### 7.4.5.1 General Principles relating to Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights are also applicable to Software.

The Beneficiaries agree that Access Rights (under all the rules herein defined) when applying to Software do not comprise access to Source Code but only to Object Code, unless otherwise expressly provided herein below.

For Software, which is either Background or Foreground, the Beneficiaries also agree that they shall have Limited Source Code Access for executing the Network of Excellence, but they shall not have any access to Source Code for Use.

Limited Source Code Access shall mean Source Code access (i.e. access to Source Code (as available from the Beneficiary granting such access) and also to Software Documentation), provided in any case that an API including Software Documentation for the respective Software is not available; and also that use of the Software in Object Code form alone is not meaningful.

Each Beneficiary licensing its Software shall have the right to ask for a prior written agreement with the Beneficiary(s) specifying and protecting its proprietary rights.

#### 7.4.5.2 Access Rights to Software for the Execution of the Project

Access Rights to Software which is Foreground or Background, needed for the execution of the project shall be granted on the basis of a royalty free Limited Source Code Access upon written request, specifying the scope and duration of their application particularly with respect to Software which is Background.

#### 7.4.5.3 Access Rights to Software for Use

Software, which is Foreground or Background needed for Use of own Foreground shall be granted on the basis of a Limited Source Code Access upon a bilateral agreement between the Beneficiaries concerned.

Access to Software which is Foreground or to Software which is Background needed for Use of own Foreground shall be granted on Fair and Reasonable Conditions.

#### 7.4.5.4 Modification of Software

Unless otherwise agreed, any change or modification on the Software made by the receiving Beneficiary must be reported with a detailed description immediately to the owning Beneficiary.

### **7.4.6 Identification of Background**

The Beneficiaries have identified and listed in Annex 2 the Background needed for the implementation of the Network of Excellence and to which they may grant Access Rights.

The Beneficiaries agree that all other Background shall be considered as unnecessary for the implementation of the Network and thereby excluded from Access Rights, provided however that the Beneficiaries owning the IPR concerned may update Annex 2 with further development of the listed Background that would have been developed between the date of submission of the Proposal and the date of award of the GA.

It is also agreed and understood that, without prejudice to the provisions of Article 7.4.7, such list may also be updated by the owners of the IPR concerned to include that part of Background not identified in Annex 2 and that would prove to be needed for the performance of a Beneficiary's work package for the Network of Excellence or for the Use of a Beneficiary's own Foreground resulting from the Network of Excellence.

#### **7.4.7 Identification of Incompatible or Restrictive Commitments**

Any Beneficiary shall notify the others of any limitation on Access Rights as per the provisions of the Commission contractual rules, Annex II General Conditions - Part C, Article II-32.3, promptly and in writing before signing this Consortium Agreement.

#### **7.5 "Have Manufactured" Rights**

Each of the Beneficiaries agrees that, before any agreement concerning the application of the "have manufactured" rights is reached with a third party by a Beneficiary which is not itself incorporated or established principally to undertake manufacturing activities and, due to its size or nature, is itself unable to commercialise the Foreground, the other Beneficiaries shall themselves have a prior right to agree to undertake such manufacturing on fair and reasonable terms and conditions.

#### **7.6 Use of Trademarks**

Each Beneficiary retains all rights, title and interest in any of its trade and business names, service marks, trademarks, logos or other symbols it uses to identify itself or any of its activities and no Beneficiary shall acquire under this Consortium Agreement any general license or any other right, express or implied, by law or otherwise, title or interest in or to any such Marks of any other Beneficiary.

Each Beneficiary shall obtain the other Beneficiary's (s') prior written approval of any publication or any press releases or public announcement making reference to said other Beneficiary(s) and specifically on the Trademarks of said Beneficiary(s) to be used and on the manner it will be used.

### **Article 8 – Material Resources**

#### **8.1 Equipment**

The Consortium does not own any assets.

Equipment belonging to a Beneficiary may be made available for the purposes of the Consortium's JPA and the employees of other Beneficiaries may have access thereto subject to local access rules. In this case a loan for use agreement shall be negotiated between the interested Beneficiaries.

A list of this equipment shall be kept up to date and notified to and attached to the Consortium Agreement and specify:

- The name and references of equipment
- The name of the owner
- The place of allocation
- The purpose of their loan for use in order to define in the programme what Beneficiary will have access thereto.

Unless otherwise agreed between the interested Beneficiaries, the Beneficiary owning the equipment will use reasonable efforts to ensure its proper operation and compliance with safety and use standards pursuant to the laws of the country where the equipment is located.

For scientific equipment (other than laptop P.C. computer equipment), the Beneficiary or the Beneficiaries having responsibility for the place of allocation shall have custody thereof.

The Beneficiary having responsibility for the place of allocation shall organise access to the premises and to the equipment subject to local rules. Any maintenance costs for this equipment may be shared between the Beneficiaries on the basis of the allocation criteria defined in the Consortium's budget.

## **8.2 Joint Acquisition of Equipment**

The Beneficiaries, except the Coordinator, may decide to entrust the joint acquisition of technical equipment to an agent, in order to achieve more favourable financial conditions and to ensure technical compatibility. In this case, the amount needed for the equipment shall be allocated to the Beneficiary to which the equipment shall be allocated in accordance with the decisions of the General Assembly. The agent shall, upon request, order the equipment, monitor its delivery, and distribute it to the Beneficiaries who shall own the equipment

The Beneficiary mandated with the acquisition and management of the equipment will be responsible for its operation and maintenance for the duration of the Network of Excellence. The Strategic Management Board will propose a method for handling the ownership, operation and, as the case may be, the disposition of the equipment beyond the termination of the Network of Excellence, with the final decision made by the General Assembly.

## **8.3 Real Estate Infrastructures**

Buildings shall remain the property of the Beneficiaries, who may make them available for use by the other Beneficiaries pursuant to terms to be defined by Beneficiaries in a hosting agreement.

# **Article 9 – Human Resources and Mobility**

Mobility actions may be carried out on a case-by-case basis depending on the laws, regulations and status applicable to each Beneficiary.

In some exceptional cases, these persons may be hired by another Beneficiary, on a temporary or permanent basis, according to the rules below:

The Beneficiaries shall hire any persons required for the administration and the implementation of the Consortium's JPA, as well as their secondment to other Beneficiaries.

In the event of employee mobility within the Consortium, the employees of each Beneficiary shall retain the status they originally had, and their organisation of affiliation shall retain its duties as employer, and pay and manage this person pursuant to the applicable legislation and internal policies. Such employees shall remain under the authority and subject to the control of the Beneficiary by which it is employed.

Each Beneficiary is responsible for hiring and the working conditions of the staff required to execute its obligations under this Consortium Agreement.

Employees of a Beneficiary working, for the purposes of the fulfilment of the Consortium's JPA, out of the premises of another Beneficiary are required to comply with the internal policies as well as with all general or special rules of health and hygiene applicable on the premises of the host Beneficiary.

Each of the Beneficiaries concerned shall make the arrangements in connection with the hosting of third-party employees within the scope of the Network of Excellence.

The host Beneficiary agrees to inform the employer and the visiting employee of any risks to which its employees may be exposed on the host premises and to provide appropriate training to the visiting employee concerning specific risks to which such employee may be exposed at the host premises.

The employer of mobilised employees is required to be in a position to justify to the host Beneficiary the compliance of the status of all of its employees under labour and employment law rules or other rules applicable to them.

The employer of the mobilised employee shall be liable for all direct damages caused to the Host Beneficiary, its employees, agents and third party as a result of acts or negligence of the mobilised employee(s) concerned.

## **Article 10 – Liabilities of the Beneficiaries**

### **10.1 Liability of the Beneficiaries towards each other.**

With respect to information or materials supplied by one Beneficiary to another hereunder or under the GA, the supplying Beneficiary shall be under no obligation or liability, and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such information or materials, with the exception of the financial information to be provided within the framework of the Project.

Pursuant to article 18.4, 18.5 and 18.6 of the Regulation, technical implementation of the indirect action shall be the collective responsibility of the participants except the Coordinator, whose responsibility is limited to the performance of its own mission. The financial responsibility of each Beneficiary shall be limited to its own debt, subject to the rules of the GA Part B – Section II.20.

A Beneficiary's aggregate liability towards the other Beneficiaries collectively shall be limited to twice the Beneficiary's share of the total costs of the Project in case the damage was caused by gross negligence and to once in case the damage was caused by slight negligence.

Subject to the provisions contained in the present agreement, no Beneficiary shall be responsible to another for indirect or consequential loss or damages such as but not limited to loss of profit, loss of revenue, or loss of contracts. Liability between Beneficiaries for direct losses is limited to the project share of the liable Beneficiary.

The Coordinator only assumes liability related to the performance of its own mission.

### **10.2 Liability towards Third Parties**

Subject always to such other undertakings and warranties as are provided for in this Consortium Agreement and the GA, each Beneficiary shall be solely liable for any loss, damage or injury to third parties resulting solely from the performance of its part in the Project work.

### **10.3 Liability for Subcontractors**

Each Beneficiary shall remain fully responsible for the performance of its part of the Joint Programme of Activities, or for the performance of its obligations under the GA by any Subcontractor, provided that in any case appointment of a Subcontractor shall be with the approval of the Strategic Management Board.

Therefore said Beneficiary shall ensure that (i) such subcontracts fully comply with the requirements of the GA; (ii) the other Beneficiaries' Access Rights are fully preserved; and (iii) the third party shall have no access to any other Beneficiary's Foreground or Background without the latter's prior written consent.

## **Article 11 – Beneficiary Defaults and Remedies - Exclusion of a Beneficiary / Right to Withdraw**

### **11.1 Default and Remedies**

In the event of a breach by a Beneficiary ("the Defaulting Beneficiary ") of its obligations under this Consortium Agreement or the GA which is irremediable or which is not remedied within sixty calendar days of a written notice from the Scientific Coordinator, requiring that such breach be remedied, then the other Beneficiaries in the General Assembly may decide to terminate this Consortium Agreement with respect to the Defaulting Beneficiary following a minimum thirty calendar day prior written notice by the Coordinator in accordance with the provisions set forth in article 5.1.1.

Such termination shall take place with respect to the Defaulting Beneficiary and the latter shall be deemed to have agreed to the termination of the GA in respect of its participation therein under the relevant provisions of Annex II General Conditions- Final Provisions, of the GA as the other Beneficiaries and/or the Commission shall decide, provided always that:

- i) any and all Access Rights granted to the Defaulting Beneficiary by the other Beneficiaries under this Consortium Agreement as well as under the GA, shall cease immediately; but any and all Access Rights granted by the Defaulting Beneficiary to the other Beneficiaries under this Consortium Agreement as well as under the GA shall remain in full force and effect;
- ii) the work of the Defaulting Beneficiary, shall be assigned to one or several companies, Beneficiaries and/or entities,,in accordance with the provisions set forth by article 5.1.1, are acceptable to the Commission and agree to be bound by the terms of this Consortium Agreement. The preference shall be granted to one or more of the remaining Beneficiaries

### **11.2 Other Exclusions of a Beneficiary / Right to Withdraw**

The provisions of Article 11.1 shall also apply in the events that:

- i) any Beneficiary's participation in the GA is terminated by the Commission pursuant to the provisions of the Commission contractual rules, Annex II General Conditions-Final Provisions, then, without prejudice to any other rights of the other Beneficiaries
- ii) any Beneficiary enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors and the other Beneficiaries, subject to approval by the Commission, decide to terminate the Consortium Agreement with respect to that Beneficiary, to take over the fulfilment of such Beneficiary's obligations and to receive subsequent payments under the GA in respect thereof.
- iii) A Beneficiary is entitled to withdraw from the Network of Excellence or to otherwise request the termination of its participation in the GA having obtained firstly the prior written consent of the other Beneficiaries in the General Assembly (such consent not to be unreasonably withheld) in accordance with the provisions set forth by article 5.1.1, and secondly the consent of the Commission; except that the Access Rights accrued by this Beneficiary, for use of its on Foreground, up until the time of such withdrawal.will remain in full force and effect.



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## Article 12 – Duration of the Consortium Agreement

### 12.1 Entering Into Force

Once the following three conditions have been fulfilled the Consortium Agreement shall enter into force:

- All Beneficiaries have adhered to this Consortium Agreement by signing “the Declaration of Accession to the Consortium Agreement”.
- The GA has been signed by the Coordinator and the Commission;
- All Beneficiaries have adhered to the GA, by signing the Form A. If one or several Beneficiaries do not adhere to the GA and if an alternative solution has been accepted by the Commission, the Consortium Agreement shall enter into force.

For new Beneficiaries acceding to this Consortium Agreement, this Consortium Agreement shall enter into force as from the date of the signature of such Beneficiary’s declaration of accession to this Consortium Agreement.

### 12.2 Termination of the Consortium Agreement

This Consortium Agreement shall thereafter remain into force until one of the following occurs:

- until the fulfilment or termination of the GA awarded by the Commission and resulting from the Proposal and complete discharge of all obligations of the Beneficiaries under the GA and/or under this Consortium Agreement as well as any amendment or extension thereof ; or
- until this Consortium Agreement is terminated under any of the conditions described below.

This Consortium Agreement shall automatically terminate without any further demand and without liability of any Beneficiary to the others upon the first to occur of the following events:

- i) Cancellation of the Network of Excellence by the Commission;
- ii) Termination of the entire GA by the Commission;
- iii) Should any Beneficiary enter into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, if the other Beneficiaries decide, subject to approval by the Commission, to terminate the Network of Excellence.
- iv) The decision by all Beneficiaries to terminate this CA.

## Article 13 – Other Consequences of Term or Termination

In case of take over of any Beneficiary's Work Package under Articles 12 or 13, all rights and obligations under the GA and this Consortium Agreement shall in good faith be redistributed among the remaining Beneficiaries excepting the Coordinator.

No Beneficiary shall by reason of withdrawal or termination be relieved of:

- i) its responsibilities under this Consortium Agreement or the GA in respect of that part of that Beneficiary's Work Package which has been carried out (or which should have been carried out) up to the date of withdrawal or termination; or
- ii) any of its obligations or liabilities arising out of such withdrawal or termination.

The provisions of the Articles of this Consortium Agreement relating to liability, confidentiality, disputes, intellectual property rights and publications shall survive the term or termination of this Consortium Agreement or the withdrawal of a Beneficiary for any reason whatsoever, to the extent needed to enable the Beneficiaries to pursue the remedies and benefits provided for in those Articles.

To avoid any doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination, except for Access Rights in accordance for the provisions of articles 11.1 and 11.2 above.

## **Article 14 – Confidentiality**

### **14.1 Duration**

Until five years after the term of the Network of Excellence, the Beneficiaries shall treat as confidential any information which is designated as confidential by the disclosing Beneficiary by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as confidential information by the disclosing Beneficiary.

Accordingly, each Beneficiary undertakes (in addition and without prejudice to any commitment under the GA) that:

- i) the receiving Beneficiary shall not use any such information for any purpose other than in accordance with the terms of the GA and this Consortium Agreement, and
- ii) the receiving Beneficiary shall not disclose any such confidential information to any third party or to another Beneficiary, except with the disclosing Beneficiary's prior written consent, and
- iii) such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorised in writing by the disclosing Beneficiary.

### **14.2 Exclusions**

The confidentiality obligation stipulated above shall not apply to information for which the receiving Beneficiary can prove that it:

- had a public nature prior to its communication by the disclosing Beneficiary or fell within the public domain after such communication but by no fault of its own;
- was already in its possession before the disclosure thereof by the disclosure Beneficiary legally and without any fault or fraud from it.
- is received from a third party without any breach of any confidentiality obligation;
- is subsequently developed by or for the receiving Beneficiary independently of the confidential information received from the disclosing Beneficiary;
- had to be communicated to comply with applicable laws or regulations or with a court or administrative order provided that insofar as reasonably possible the receiving Beneficiary shall have informed the disclosing Beneficiary of such need and shall have complied with the disclosing Beneficiary's reasonable instructions designed to protect the confidentiality of such information.

### **14.3 Obligations of Employees**

The Beneficiaries shall contractually impose similar confidentiality obligations on all of their employees or any other person working for them who may have access to confidential information, to the maximum extent and for the maximum duration authorised by law, including after the end or the termination of their employment.

The Beneficiaries shall impose the same confidentiality obligations on their Affiliates, subcontractors, third parties contributing to the Project in accordance with articles 14.1 and 14.2 above and article II-9 of the GA.

### **Article 15 – Force Majeure**

The Beneficiaries agree that the definition of Force Majeure and obligations pertaining thereto shall be as per the Commission contractual rules, Annex II General Conditions, Article II.40 and after the conclusion of the GA, by such rules as they may have been amended as a result of the GA negotiations.

### **Article 16 – Notices**

Any notice to be given under this Consortium Agreement shall require documents duly signed and personally delivered or delivered by mail. They shall be addressed to the attention of the recipients designated in annex 3 or to such other address and recipient as a Beneficiary may designate in respect of that Beneficiary by written notice to the other Beneficiaries.

### **Article 17 – Language**

This Consortium Agreement is drawn up in English which language shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.

### **Article 18 – Assignments, Amendments**

#### **18.1 Transfer**

Any rights or obligations of the Beneficiaries arising from this Consortium Agreement may not be assigned or transferred in all or in part to any third party without the other Beneficiaries' prior written approval and without a Commission's approval.

#### **18.2 Approval**

All amendments and modifications to this Consortium Agreement require documents duly signed by all Beneficiaries.

### **Article 19 – Severability**

Should any provision of this Consortium Agreement prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Consortium Agreement.

In such a case, the Beneficiaries shall be entitled to request that a valid and practicable provision be negotiated which most nearly fulfils the purpose of the invalid or impracticable provision.

## **Article 20 – Restrictions**

The activities contemplated by this Consortium Agreement and the associated Joint Programme of Activities are subject to any mandatory rules or regulations that may be applicable in the countries in which the Beneficiaries' activities occur. Nothing in this Agreement shall be deemed to be an agreement to violate such rules or regulations.

To the extent that any such rules or regulations forbid or restrict any of the activities contemplated hereunder, the Beneficiaries agree, subject to Article 19, that this Consortium Agreement shall not obligate either Beneficiary to conduct such activity.

## **Article 21 – Applicable Law**

This Consortium Agreement shall be construed in accordance with, and governed by Belgium law.

## **Article 22 – Disputes**

The Beneficiaries agree to use reasonable endeavours to try to amicably settle any dispute arising among them in relation to the implementation of the GA and/ or of this Consortium Agreement and for such purpose, to resolve the dispute through the appropriate body within the Network of Excellence.

Failing to reach an amicable settlement, the dispute arising out of or in connection with the present Consortium Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Paris, France.

The language to be used in the arbitration proceedings shall be English.

For the Beneficiaries whose statute does not allow recourse to arbitration:

All disputes or differences arising in connection with this Consortium Agreement which cannot be amicably settled by the Strategic Management Board within four (4) months shall be subject to the jurisdiction of the appropriate national Court of the Beneficiary who would be the prospective defendant in legal action on the issue.

## **Article 23 – Entire Agreement**

This Consortium Agreement, its annexes, the EC GA and its annexes, and - when such exist(s) - Complementary Contractual Document(s), constitute the entire agreement between the Beneficiaries in respect of the Network of Excellence, and supersede all previous negotiations, commitments and documents concerning the Network of Excellence including any memorandum of understanding between the Beneficiaries (whether or not with others) which relate to the Network of Excellence or its proposal to the Commission.

Amendments, changes or modifications to this Consortium Agreement shall be valid only if made in writing and signed by an authorised signatory of each Beneficiary for this purpose.

## Article 24 – Annexes

The annexes to this Consortium Agreement, which form an integral part thereof, are:

ANNEX 1: List of Affiliates

ANNEX 2: List of Background brought to the Network of Excellence

ANNEX 3: Recipients for Notices

ANNEX 4: Template for Non Disclosure Agreements regarding work done in the NoE.

ANNEX 5: Regulation [http://eur-lex.europa.eu/LexUriServ/site/en/oj/2006/l\\_391/l\\_39120061230en00010018.pdf](http://eur-lex.europa.eu/LexUriServ/site/en/oj/2006/l_391/l_39120061230en00010018.pdf)

## SIGNATURES

AS WITNESS the Beneficiaries have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Signature:

Name:

Title:

Date of Signature:

## **ANNEX 1: List of Affiliates having access rights to project Foreground or Background**

With respect to IMEC, the Parties explicitly agree and acknowledge that “Stichting IMEC Nederland”, with its registered office at High Tech Campus 48, 5656 AE Eindhoven, the Netherlands shall not be considered as an Affiliate of IMEC, for the purposes of the GA and this CA, even though the conditions set forth in the definition of Annex II, Article II.1.2. were to be met. As a consequence the corresponding provisions with respect to Affiliates under the GA and CA shall not apply and cannot be enforced by Stichting IMEC Nederland.

## ANNEX 2: List of Background brought to the Project

- **IMEC (Interuniversitair Micro-Electronica Centrum vzw)**

### **MPSOC**

System and method for hardware-software multitasking on a reconfigurable computing platform  
EP 03447136, US 10453899

Heterogeneous multiprocessor network on chip devices, methods and operating systems for control thereof  
EP 04447261, US 10997811

Task Concurrency Management Design Method  
US 09935789

Method for mapping applications on a multiprocessor platform/system.  
EP 06014811, US 11486986

Low power transformation  
EP 99202436, US 09360042 [**granted US 6609088**]

Method for transforming sequential code into pipelined code.  
EP 05447001, US 11031383

Loop optimization with mapping code on an architecture  
US 09495437

Control Flow Optimization for fast system simulation and hardware/software storage minimization  
US 08827883 [**granted US 6064819**]

Method for the size optimization of storage units  
EP 98870010 [**granted BE, UK, DE, FR**], US 09049699 [**granted US 6078745**]

Concurrent timed digital system design method and environment  
US 09484117, EP 00200117

- **Maelardalens Hoegskola**

SWEET (SWEdish Execution Time Tool)



## ANNEX 3: Recipients for Notices

**<NOTE: SEPARATELY FOR EACH PARTY, INSERT HERE THE NAME AND ADDRESS OF THE PARTY, TOGETHER WITH FAX NUMBERS AND EMAIL ADDRESSES, AND NAME / POSITION OF THE PERSON FOR WHOSE ATTENTION NOTICES ARE TO BE ADDRESSED, IN THE FOLLOWING FORMAT>**

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(2)

(3)

(4)

(5)

(6)

(7)

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(9)

(10)

(11)

(12)

(13)

(14)

(15) Mr. Stylianos Mamagkakis - IMEC vzw - kapeldreef 75 -3001 Leuven -  
Belgium; phone: +32-16-288 915, Fax: +32-16-281 515; Email:  
[Stylianos.Mamagkakis@imec.be](mailto:Stylianos.Mamagkakis@imec.be)

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(30) Technische Universitaet Wien;  
Treitlstr. 3/3, A-1040 Wien;  
Prof. Dr. Peter Puschner;  
Phone: +43-1-5880118227;  
Fax Number: +43 1 5869149;  
e-mail address: [peter@tuwien.ac.at](mailto:peter@tuwien.ac.at)

(31) Universitaet Passau

Scientific aspects:  
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Fax: +49-851-509-1202  
Mail: [Alois.Hoeng@uni-passau.de](mailto:Alois.Hoeng@uni-passau.de) and [Birgit.Stuempfl@uni-passau.de](mailto:Birgit.Stuempfl@uni-passau.de) and  
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Phone: +49-851-509-1110  
Fax: +49-851-509-1102  
Mail: [Sabine.Wiendl@uni-passau.de](mailto:Sabine.Wiendl@uni-passau.de)

## Annex 4 - Template for Non Disclosure Agreement regarding work done in the NoE

This agreement is executed by and between:

All the contractors having adhered to the ArtistDesign consortium agreement (“Consortium”)

Represented by Floralis,

which is represented itself by Mr./Mrs (name of legal representative), duly authorised for the purpose hereof

(or Represented by Mr/Mrs.....)

Having its registered office at.....(or domiciled at.....)

In his capacity as the Coordinator (or as the Scientific Manager) of the Consortium

Duly authorised for the purpose hereof by the decision of the General Assembly on date of .....

Hereinafter referred to as “Disclosers”

And

.....(full name of the company or person)

Having its registered office at .....(or domiciled at ....)

Represented by (only for a company - to give a name of a legal representative and its function)

Duly authorised for the purpose hereof

Hereinafter referred to as “Recipient”

Whereas, for the purpose to implement the project called “ ArtistDesign: Design for Embedded Systems” (“ArtistDesign project”) within the framework of the European Community Seventh Framework Programme (2006-2013) for research, technological development and demonstration, the Consortium may invite any external qualified person in advisory capacity, to attend the Consortium’s bodies’ meetings, without taking part in the votes, or to become a member of the Industrial advisory Board under conditions specified in the ArtistDesign consortium agreement.

Whereas the Consortium may provide these external persons with some relevant information concerning ArtistDesign project, which can be considered as confidential.

The Disclosers and the Recipient have agreed to the following terms and conditions established in this agreement (“NDA”).

1. As used in this NDA, the term "Confidential Information" shall mean any information namely of financial, commercial, scientific, or technical nature disclosed by the Disclosers to the Recipient under this NDA and which is designated as confidential by the Disclosers. However, that information disclosed by the Disclosers hereunder shall not be considered as the Confidential Information if:

(a) it is already known by the public by publication or otherwise or becomes available to the public through no breach of this NDA by the Recipient;

(b) It is in the Recipient's possession prior to receipt from the Disclosers as proven by its written documents ;

(c) It is disclosed to the Recipient by a third party without breach of any obligation of confidentiality;

(d) It is subsequently developed by or for the Recipient independently of the Confidential Information received from the Disclosers;

(e) It had to be communicated to comply with applicable laws or regulations or is required by judicial action, provided that insofar as reasonably possible the Recipient shall have informed the Disclosers of such need and shall have complied with the Disclosers' reasonable instructions designed to protect the confidentiality of such information.

2. Nothing in this NDA shall be construed as compelling the Recipient to disclose any Confidential Information to the third party.

3. The Confidential Information, all copies thereof and all rights thereto, shall remain the exclusive property of Disclosers.

All Confidential Information, whether original or copies thereof shall be promptly returned to the Disclosers on receipt of the Disclosers' written request.

4. The Recipient undertakes during the term of this NDA and for a period of five (5) years after its expiry or termination:

- to safeguard Confidential Information as it would use for its own proprietary information of like importance;
- to keep all documents bearing or incorporating any Confidential Information at its principal place of business at the address stated in this NDA;
- to keep all Confidential Information disclosed under this NDA separate from its own documents and records;
- to divulge Confidential Information to its employees, affiliates, subcontractors, any third parties working for him only on a "need to know" basis and for needs of the ArtistDesign project and if authorised by the Disclosers;
- not to duplicate or otherwise reproduce Confidential Information except for such copies as the Recipient may require for internal purposes as aforesaid, provided that all copies shall contain the same proprietary and confidential notices and legends as appear on the original Confidential Information;
- not to use Confidential Information for other purposes than those of this NDA;
- not to divulge Confidential Information to any third party for any purpose, unless and until expressly authorised in writing to do so by the Disclosers;
- to impose the confidentiality obligations to all of its employees, affiliates, subcontractors, any third parties working for him and who may have access to Confidential Information;
- not to use, reproduce or store any information disclosed under this NDA in any externally accessible computer or electronic information retrieval system (or transmit it outside of its principal place of business);
- not to do any commercial use or exploitation of the Confidential Information without having received prior authorisation from the Disclosers.

5. The Recipient agrees that Confidential Information shall be used solely for the purpose for which it was submitted. The Recipient undertakes not to claim any property right on the Confidential Information.

6. This NDA shall come into force on the day of its signature by the Disclosers and the Recipient. It shall remain in force during the term of the ArtistDesign project.

7. The law of Belgium shall govern this NDA.

8. Disputes that might arise concerning this NDA shall be settled amicably. In case of disputes for which no amicable solution is possible, settlement will exclusively take place by the competent court of Paris, France.

Done in .....(name of town, country)

Date

For the Disclosers

Represented by

Name of its legal representative

Function

Signature

(stamp)

For the Recipient

Represented by

Name of its legal representative

Function

Signature

(stamp)

## **ANNEX 5 - Regulation**

[http://eur-lex.europa.eu/LexUriServ/site/en/oj/2006/l\\_391/l\\_39120061230en00010018.pdf](http://eur-lex.europa.eu/LexUriServ/site/en/oj/2006/l_391/l_39120061230en00010018.pdf)