

CONSORTIUM AGREEMENT

This Consortium Agreement is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007, hereinafter referred to as Annex II of the EC-GA, and is made on **01 February 2009**, hereinafter referred to as “Effective Date”

BETWEEN:

UNIVERSITAET PASSAU established in INNSTRASSE 41, 94032 PASSAU - GERMANY, represented by Mr Walter SCHWEITZER, President and/or Mr Ludwig BLOCH, Chancellor, or their authorised representative (the Project Coordinator),

BEACON TECH LTD established in KLEE STREET 1, 62336 TEL AVIV - ISRAEL, represented by Mr Yoram LEV-YEHUDI, Managing Director, or his authorised representative (the Administrative Coordinator),

UNIVERSITAET LINZ established in ALTENBERGERSTRASSE 69, 4040 LINZ - AUSTRIA, represented by Mr Alois FERSCHA, Head of Department and/or Mr Gabriele KOTSIS, Head of Department, or their authorised representative,

LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE established in Houghton Street 1, WC2A 2AE LONDON - UNITED KINGDOM, represented by Mr Andrew FARRELL, Director of Finance and Facilities and/or Mr Gus STEWART, Director Research and Project Development, or their authorised representative,

Eidgenössische Technische Hochschule Zürich established in Raemistrasse 101, 8092 ZUERICH - SWITZERLAND, represented by Mr Peter CHEN, Vice President Research and/or Mr Gerhard SCHMITT, Vice President Planning and Logistic, or their authorised representative,

VERENIGING VOOR CHRISTELIJK HOGER ONDERWIJS WETENSCHAPPELIJK ONDERZOEK EN PATIENTENZORG established in De Boelelaan 1105, 1081 HV AMSTERDAM - THE NETHERLANDS, represented by Ms Dirkje SCHINKELSHOEK, Managing Director Faculty of Sciences, or her authorised representative,

Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie established in AL. MICKIEWICZA 30, 30-059 KRAKOW - POLAND, represented by Mr Jerzy LIS, Vice-Rector for Cooperation and Development and/or Ms Maria SLIZIEN, Bursar, or their authorised representative,

JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG established in SANDERRING 2, 97070 WUERZBURG - GERMANY, represented by Mr Enno Kruse, Chancellor, or his authorised representative,

FRAUNHOFER-GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V. established in Hansastrasse 27C, 80686 MUENCHEN - GERMANY, represented by Mr Rüdiger Dorner, Public and EU Contracts, and Fabian Perpeet, Legal Affairs and Contracts, or their authorised representative, for its Fraunhofer Institute Applied Information Technology FIT, Schloss Birlinghoven, 53754 Sankt Augustin, Germany,

SOCIEDAD IBERICA DE CONSTRUCCIONES ELECTRICAS SA established in CALLE SEPULVEDA 6, 28108 Alcobendas (MADRID) - SPAIN, represented by Mr Jose Maria DE LA HERA GUTIERREZ, Financial Director, or his authorised representative,

SmartCare Srl established in Via Carlo Mirabello 36, 00195 Roma - ITALY, represented by Mr Fulvio Vincenzo GIULIANI, Legal Representative and/or Mr Renato CARAFA, Administrative Director, or her authorised representative,

TECHNISCHE UNIVERSITAET MUENCHEN established in Arcisstrasse 21, 80333 MUENCHEN - GERMANY, represented by Ms Ulrike RONCHETTI, Legal Representative and/or Ms Michaela HAERING, Legal Representative, or their authorised representative,

MARTIN-LUTHER-UNIVERSITAET HALLE-WITTENBERG established in UNIVERSITAETSPLATZ 10, 06099 HALLE (Saale) - GERMANY, represented by Dr. Martin HECHT, Kanzler, or his authorised representative, and

Civil Protection Department - Ministry of Home Affairs established in Ta' Kandja, SGW 2610 Siggiewl - MALTA, represented by Mr Peter CORDINA, Director and/or Mr George SAID, Legal Representative, or their authorised representative,

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

relating to the Project entitled

Complex Socio-Technical System in Ambient Intelligence

in short

SOCIONICAL

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Collaborative Project". The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.

The Parties are aware that this Consortium Agreement is based upon the DESCAs model consortium agreement, version 2.0 May 2008, and that explanations to the DESCAs model are available at www.DESCA-FP7.eu.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Consortium Plan”

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the General Assembly.

“Consortium Budget”

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

“Defaulting Party”

Defaulting Party means a Party which the Executive Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 4.2 of this Consortium Agreement.

“Needed”

Needed means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For Use of own Foreground:

Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

“Software”

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

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the

Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the EC-GA (EC-GA Article II.37. and II.38.).

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the following applies:

- In case that the responsible Consortium Body identifies such breach by a Party other than the Project Coordinator the Project Coordinator will give written notice – the written notice being prepared by the Administrative Coordinator except for the case of such breach by the Administrative Coordinator itself – to such Party requiring that such breach be remedied within 30 calendar days.
- In case that the responsible Consortium Body identifies such breach by the Project Coordinator the Administrative Coordinator will give written notice to the Project Coordinator requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Executive Board may decide to declare the Party to be a Defaulting Party and decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the EC-GA. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the EC-GA.

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third parties

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

5.4 Administrative management

For clarification: According to Annex I of the EC-GA the Administrative Coordinator employs the Project's Financial Manager and is responsible for the liabilities that result from this position; the Administrative Coordinator especially indemnifies the Project Coordinator from all costs and liabilities arising from any claim of the European Commission or a Party that results from that position.

5.5 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure as defined in Annex II of the EC-GA Article II.40.1. Each Party will notify in writing the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after

such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

5.6 Transfer of Material

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

Section 6: Governance structure

6.1 General structure

6.1.1 Project Management

Project Management encompasses the responsibility for the overall direction and major decisions of the Project and the communication, control and corrections of these decisions.

The organisational Project Management structure of the Consortium shall comprise the following Consortium Bodies and roles:

Consortium Bodies:

- **General Assembly** as the ultimate decision-making body of the Consortium
- **Executive Board** as a supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly
- **Advisory Board** as the body advising on the roadmaps for the scientific and technical activities of the Project
- **Ethics Committee** as the body advising on all ethics issues concerning personal data protection, privacy and the confidentiality for the scientific and technical activities of the Project

Roles:

The **Project Coordinator** is the legal entity acting – supported by the **Administrative Coordinator** which is the legal entity being in charge of the day-to-day administration of the Project – as the intermediary between the Parties and the European Commission. The Project Coordinator and the Administrative Coordinator shall, in addition to their responsibilities as Parties, perform the tasks assigned to them as described in the EC-GA and this Consortium Agreement. The **Project Management Office** supports the Administrative Manager in day-to-day tasks.

Within the Project Coordinator (legal entity) the **Scientific Manager** (person) is in charge of the scientific and technical management of the Project.

Within the Administrative Coordinator (legal entity) the **Administrative Manager** (person) is in charge of the day-to-day administration of the Project. The Administrative Coordinator also employs a **Financial Manager** (person); Financial Management encompasses the responsibility for the control of the overall project expenditure as well as for cost report collection, checking and instructing the Project Coordinator on the payments to be made and the distribution of funds to the Parties.

6.1.2 Operations Management

Operations Management encompasses the coordination of operative efforts at the level of individual project units (Work Areas and Work Packages) within scientific and technical scope, including the responsibility for the scientific and technical decisions within the scope of the Work Areas and Work Packages of the Project.

The organisational Operations Management structure of the Consortium shall comprise the following roles and body:

- **Exploitation Manager** as the person who provides for the exploitation of the results of the Project
- **Work Area (WA) Leader** as the person who leads the scientific and technical issues in a respective Work Area of the Project
- **Work Package (WP) Leader** as the person who leads the scientific and technical issues in a respective Work Package of the Project
- **Work Area Team** (optional per Work Area) as the body which provides for the scientific and technical management of a respective Work Area of the Project

6.1.3 Quality Management

The **Quality Manager** provides for quality assurance within the Project.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	Once every 6 (six) months	At any time upon written request of the Executive Board
Executive Board	Once every 3 (three) months	At any time upon written request of any Member of the Executive Board

	Meeting
Advisory Board	At any time upon written request of the Scientific Manager
Ethics Committee	At any time upon written request of the Scientific Manager

6.2.2.2 Notice of a meeting:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	30 (thirty) calendar days	10 (ten) business days
Executive Board	15 (fifteen) business days	5 (five) business days

	Meeting
Advisory Board	15 business days
Ethics Committee	15 business days

6.2.2.3 Sending the agenda:

With the exception foreseen in Article 6.3.2.3.1, the chairperson of a Consortium Body shall prepare (agenda items for a General Assembly meeting being proposed by the Executive Board or any Party) and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	5 (five) business days (first version) and 2 (two) business days (final version)
Executive Board	5 (five) business days (first version) and 2 (two) business days (final version)
Advisory Board	5 (five) business days (first version) and 2 (two) business days (final version)
Ethics Committee	5 (five) business days (first version) and 2 (two) business days (final version)

6.2.2.4 Adding agenda items:

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

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

General Assembly	3 (three) business days
Executive Board	3 (three) business days
Advisory Board	3 (three) business days
Ethics Committee	3 (three) business days

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

6.2.2.6 Any decision of the General Assembly, the Advisory Board and the Ethics Committee may also be taken without a meeting if the Administrative Coordinator circulates to all Members of the Consortium Body a written document which is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body.

SOCIONICAL Consortium Agreement – Final Version

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

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

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless as many Members are present or represented (quorum) as indicated below.

General Assembly	Ordinary meeting: two-thirds (2/3) of its Members	Extraordinary meeting: half (1/2) of its Members
Executive Board	Ordinary meeting: two-thirds (2/3) of its Members	Extraordinary meeting: half (1/2) of its Members
Advisory Board	At least three Members	
Ethics Committee	At least three Members	

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote. As regards decisions of the General Assembly the vote of a General Assembly Member is weighted according to its Party's Project budget as laid down in the (latest version of the) Grant Agreement at the time of the decision.

6.2.3.3 Defaulting Parties may not vote.

Decisions shall be taken by the majority of votes as indicated below.

General Assembly	Absolute majority, i.e. more than half (1/2) of the weighted votes of all General Assembly Members
Executive Board	Majority of three-quarters (3/4) of the casted valid votes (abstentions shall not be considered as votes)
Advisory Board	Simple majority, i.e. more than half (1/2) of the casted valid votes (abstentions shall not be considered as votes)
Ethics Committee	Simple majority, i.e. more than half (1/2) of the casted valid votes (abstentions shall not be considered as votes)

6.2.4 Veto rights

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

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

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

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

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

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

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The Administrative Manager shall send the draft minutes to all Members within ten (10) calendar days of the meeting.

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

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Administrative Coordinator, who shall safeguard them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

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

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

6.3.1.1.3 The Scientific Manager shall chair all meetings of the General Assembly.

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Article 11.8.

6.3.1.2 Decisions

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- (a) Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- (b) Changes to the Consortium Plan (including the Consortium Budget)
- (c) Withdrawals from Attachment 1: Background included
- (d) Additions to Attachment 2: Background excluded
Additions to Attachment 5: List of Third Parties
- (e) Suggestions to Parties on their dissemination, training and/or exploitation activities covered by the Project

Evolution of the Consortium

- (f) Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- (g) Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- (h) Proposal to the European Commission for a change of the Project Coordinator or the Administrative Coordinator
- (i) Proposal to the European Commission for suspension of all or part of the Project
- (j) Proposal to the European Commission for termination of the Project and the Consortium Agreement

Appointments

On the basis of Annex I of the EC-GA, the appointment of:

- (k) the following Advisory Board Members: three to seven representatives of the Parties who are technical and research experts of high international expertise and relevance
- (l) the following Ethics Committee Members: three to five representatives of the Parties who are social sciences and information technology experts of high international expertise and relevance

6.3.2 Executive Board

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

6.3.2.1 Members

The Executive Board shall consist of

- the Project Coordinator represented by the Scientific Manager,
- the Leaders of the Work Areas 1, 2 and 3,
- the Administrative Manager (= Leader of Work Area 4) and
- the Exploitation Manager

(hereinafter Executive Board Members).

The Scientific Manager shall chair all meetings of the Executive Board.

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Administrative Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1 Whilst the Administrative Coordinator shall prepare the meetings of the General Assembly, the Executive Board shall propose decisions and prepare the agenda of the General Assembly according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

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

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

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

6.3.2.3.6 The Executive Board shall:

- (a) assist the Project Coordinator / Scientific Manager in leading the Project,
- (b) take decisions about
 - scientific matters that require involvement of more than one Party (= mediation decisions in cases of scientific disagreement), and
 - non-day-to-day administrative matters other than those that need to be decided by the General Assembly
- (c) plan the Project,
- (d) advise the General Assembly about budget transfers between Parties,
- (e) decide on the declaration of a Party to be a Defaulting Party,
- (f) decide on remedies to be performed by a Defaulting Party,
- (g) decide on the termination of a Defaulting Party's participation in the Consortium and measures relating thereto.
- (h) provide technical roadmaps for the Project,
- (i) approve changes (Budget or Work Shares affected > 10 %) in the Project Proposals for amendments to the Grant Agreement to be agreed by the European Commission
- (j) create, coordinate, have organised and terminate Sub Projects, if relevant to the Project,
- (k) support the Project Coordinator and Administrative Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables,
- (l) propose the following decisions of the General Assembly: Proposals for changes to Annex I of the Grant Agreement [Article 6.3.1.2 (a)] and for amendments and modifications to the text of this Consortium Agreement,
- (m) prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of Annex II of the EC-GA Article II 30.3.

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

6.3.3 Advisory Board

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

6.3.3.1 Members

The Advisory Board shall consist of

- three to seven representatives of the Parties who are technical and research experts of high international expertise and relevance appointed by the General Assembly and
- the Scientific Manager

(hereinafter Advisory Board Members).

The Scientific Manager shall chair all meetings of the Advisory Board.

6.3.3.2 Tasks

Upon written request of the Scientific Manager the Advisory Board shall advise the Consortium on policy-related, scientific or technical subjects the subjects on which advice is requested being identified by the Executive Board or the Scientific Manager.

The Advisory Board reports to the Scientific Manager.

6.3.3.3 Activities

The Advisory Board shall give its advice in the following ways:

- during meetings and workshops and/or
- in written documents

Different Advisory Board Members can be invited to participate depending on the subject to be dealt in the activity.

6.3.4 Ethics Committee

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

6.3.4.1 Members

The Ethics Committee shall consist of

- three to five (the exact number being decided on by the Scientific Manager) representatives of the Parties who are social sciences and information technology experts of high international expertise and relevance appointed by the General Assembly and
- the Scientific Manager

(hereinafter Ethics Committee Members).

The Scientific Manager shall chair all meetings of the Ethics Committee.

6.3.4.2 Tasks

Upon written request of the Scientific Manager the Ethics Committee shall advise the Consortium on policy-related, scientific or technical aspects of ethical issues the aspects on which advice is requested being identified by the Executive Board or the Scientific Manager.

The Ethics Committee reports to the Scientific Manager.

6.3.4.3 Activities

The Ethics Committee shall give its advice in the following ways:

- during meetings and workshops and/or
- in written documents

Different Ethics Committee Members can be invited to participate depending on the aspect to be dealt in the activity.

6.4 Project Coordinator and Administrative Coordinator

6.4.1 The Project Coordinator – supported by the Administrative Coordinator which is in charge of the day-to-day administration of the Project – shall be the intermediary between the Parties and the European Commission. The Project Coordinator and the Administrative Coordinator shall both perform all tasks assigned to them as described in the EC-GA and in this Consortium Agreement. Project Coordinator and Scientific Manager shall have the responsibility of the overall Project leadership as specified below.

6.4.2 In particular, the Project and the Administrative Coordinator shall be responsible for the following tasks:

6.4.2.1 In particular, Project Coordinator / Scientific Manager shall be responsible for the following tasks:

6.4.2.1.1 The Project Coordinator shall be responsible for the following administrative tasks of the Project:

- (a) drawing up this Consortium Agreement and (if any) its amendments,
- (b) advising the Parties on legal issues related to the Project; for clarification: advising the Parties on financial and/or administrative issues related to the Project are exclusive tasks of the Administrative Coordinator and its Administrative Manager / Financial Manager,
- (c) receiving the Community financial contribution on behalf of the Parties and distributing it to the Parties according to Article 7.1.1 of this Consortium Agreement,
- (d) authorising – assisted by the Scientific Manager – financial consolidated reports of the Project,
- (e) keeping the records and financial accounts making it possible to determine at any time what portion of the Community financial contribution has been paid to each beneficiary for the purposes of the Project,
- (f) assisting, if needed, the Administrative Manager in executing and implementing the decisions of the Executive Board as concerns Defaulting Parties,
- (g) transmitting documents and information connected with the Project to any Parties concerned
- (h) administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3

- (i) providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Project Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.2.1.2 Within the Project Coordinator the Scientific Manager shall be responsible for the following scientific tasks of the Project:

- (a) coordinating the scientific work of the Project as a whole,
- (b) communicating within the Consortium in all matters concerning the scientific work of the Project (including content of deliverables, preparation of reviews etc.),
- (c) interfacing with the European Commission in all matters concerning the scientific work of the Project,
- (d) monitoring and controlling the Project-related work of the Administrative Coordinator / Administrative Manager,
- (e) scientific advising where needed for the day-to-day scientific management of the Project,
- (f) chairing meetings of the General Assembly, Executive Board, Advisory Board and Ethical Committee and being the lead “scientific authority” in these meetings,
- (g) appointing the Exploitation Manager,
- (h) authorising detailed scientific execution plans of the Project, overall monitoring and controlling the scientific Project work; for clarification, this includes monitoring compliance by the Parties with their scientific obligations under the EC-GA and this Consortium Agreement,
- (i) authorising and scientific quality assuring of Project deliverables including assisting the financial department of the Project Coordinator in authorising financial consolidated reports of the Project,
- (j) monitoring technical content of periodic reports and final report of the Project,
- (k) creating and maintaining a www website, which shall provide information about the Project, including a knowledge sharing tool (e.g. Wiki),
- (l) setting up and updating the technical content on the Project’s www website referred to in Article 6.4.2.1.2 (k).

6.4.2.2 In particular, the Administrative Coordinator (which includes its Administrative Manager and its Financial Manager) shall be responsible for

- (a) administrating and administrative coordinating the resources of the Project,
- (b) preparing detailed Project plans (i.e. plans of deliverables, milestones, due dates and external activities) for each six months’ period of the Project (month 1 to month 6, month 7 to month 12, month 13 to month 18, month 19 to month 24, month 25 to month 30, month 31 to month 36, month 37 to month 42, month 43 to the last month of the Project),
- (c) communicating any information connected with the Project (including deliverables timing, scheduling of reviews etc.) to and between the Parties and all other administrative matters as required,
- (d) following up the progress of the Project – beside the General Assembly – and contributions of Parties, where needed,
- (e) advising the Parties on administrative and financial Project issues,
- (f) liaising between the Project Coordinator and the other Parties’ administrations,
- (g) keeping the address list of Members and other contact persons updated and available,
- (h) collecting, consolidating and transmitting authorised reports and other Project deliverables (including financial statements and related certifications) to the European Commission,
- (i) following up the implementation of decisions made by the Executive Board or any other Consortium Body,
- (j) preparing templates for reporting,
- (k) initiating periodic/interim and final reporting activities of the Parties,
- (l) billing of efforts and budget,

- (m) performing all financial management tasks of the Project except for those which, according to the Grant Agreement and/or Section 7 or any other provision of this Consortium Agreement, the Project Coordinator is solely responsible for,
- (n) interfacing between the Parties and the financial department of the Project Coordinator in order to ensure that all the appropriate payments are made to and received by the Parties and taking any measures necessary to correct any possible problem except for problems between a Party and the bank at which the affected Party has its relevant bank account,
- (o) supervising of content on the Project's Intranet (shared space),
- (p) assessing and revising the Project's risk and contingency plans periodically,
- (q) handling all outstanding administrative Project matters concerning reviews, Defaulting Parties and other emergencies,
- (r) providing a helpdesk for the Parties and dispatching all administrative, i. e. non-scientific (including financial), Project matters,
- (s) inquiring into any administrative, i. e. non-scientific (including financial), Project matter that is not clear to the Consortium on how to act,
- (t) instructing and assisting the Parties in making sure that their accounting systems are tuned and set up to record and report properly on their Project activities as requested by the European Commission,
- (u) checking financial reports of the Parties and, if necessary, advising on corrective actions,
- (v) following up financial reporting of the Parties,
- (w) analysing and comparing, based on interim reports, the actual consumption versus the planned Consortium Budget, informing the financial department of the Project Coordinator of the outcome of each analyse and informing Parties which seem not to be in line with the Project plans,
- (x) performing, except for those administrative management tasks which – according to the Rules for Participation and/or the Grant Agreement – the Project Coordinator is inevitably obliged to perform without any assistance of the Administrative Coordinator / Administrative Manager / Financial Manager, all other administrative tasks of the Project which the Project Coordinator has to fulfil itself in projects where there is no Party being a management company acting as Administrative Coordinator.
- (y) providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Administrative Coordinator when such copies or originals are necessary for the Parties to present claims.

In case the European Commission carries out

- financial audits and controls according to EC-GA Article II.22 and/or
- technical audits and reviews according to EC-GA Article II.23

and requests the Project Coordinator to make available directly to the European Commission any information or data which the Administrative Coordinator is – according to the division of tasks between the Project Coordinator and the Administrative Coordinator as laid down in the EC-GA and this Consortium Agreement – in possession of, the Administrative Coordinator will cooperate with the Project Coordinator, especially make available to the Project Coordinator any requested information or data, so that the Project Coordinator is able to comply with the request of the European Commission.

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

6.4.4 Neither the Project Coordinator nor the Administrative Coordinator shall be entitled to act or to make legally binding declarations on behalf of any other Party.

6.4.5 Neither the Project Coordinator nor the Administrative Coordinator shall enlarge its role beyond the tasks specified in this Consortium Agreement and in the EC-GA.

6.4.6 When processing personal data which were made available to the Administrative Coordinator in connection with the Project by any Party or Parties the Administrative Coordinator guarantees a level of protection of these data which is adequate to the level of data protection according to the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (data protection Directive) and according to the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications).

6.5 Project Management Office

6.5.1 The Project Management Office will consist of staff from the Administrative Coordinator. It shall be appointed by and reports to the Administrative Manager.

6.5.2 The Project Management Office supports the Administrative Manager in the day-to-day Project's tasks such as preparation of meetings of the General Assembly or the Executive Board, reporting, logistics, dissemination activities, follow-up with Parties etc. Any costs to be incurred by the Project Management Office and to be borne by the Parties need the prior written approval of the General Assembly.

6.6 Exploitation Manager

6.6.1 The Exploitation Manager is appointed by the Scientific Manager.

6.6.2 The Exploitation Manager shall be responsible for providing for the exploitation of the results of the Project. Typical tasks of the Exploitation Manager are

- (a) the regular search for any result of the Project that may be exploited,
- (b) raising suggestions for the exploitation of results of the Project in General Assembly meetings,
- (c) following up on the exploitation of results of the Project that were approved by the General Assembly; for clarification: the exploitation of the results of the Project remains the "business" of the Party which achieved the result.

6.7 Work Area Leaders

6.7.1 Work Area Leaders are the following persons:

Work Area #	Work Area	Party	Person
1	Systems	Eidgenössische Technische Hochschule Zürich	Prof. Dr. Gerhard Tröster
2	Global Modelling	UNIVERSITAET LINZ	Prof. Dr. Alois Ferscha
3	Evaluation and Utilization	LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE	Prof. Dr. Eve Mitleton-Kelly
4	Administration	BEACON TECH LTD:	Yoram Lev-Yehudi (Administrative Manager)

6.7.2 A Work Area Leader shall be responsible for leading the scientific and technical issues in the respective Project's Work Area as mentioned above. Typical tasks of a Work Area Leader within the respective Work Area are

- (a) defining and following-up of the progress and objectives of the Work Area,
- (b) following-up of Work Packages within the Work Area,
- (c) chairing all meetings of the (optional) Work Area Team as well as preparing agendas and minutes of all meetings of the (optional) Work Area Team and sending the agendas and minutes to the Work Area Team Members,
- (d) following-up decisions taken by the (optional) Work Area Team,
- (e) transmitting any document or information connected with the Project to the Work Package Leaders concerned.

6.8 Work Package Leaders

6.8.1 The titles of the Work Packages and names of the respective Parties being Work Package Leaders are specified in Annex I of the EC-GA, Section B.1.3.3 (Work package list / overview).

6.8.2 A Work Package Leader is responsible for leading the scientific and technical issues in the respective Work Package of the Project. Typical tasks of a Work Package Leader are

- (a) transmitting any document or information connected with the Project to the Parties concerned or to the Work Area Leader of the Work Area the respective Work Package belongs to,
- (b) day-to-day technical management of the respective Work Package.

6.9 Work Area Teams (optional per Work Area)

6.9.1 Constitution of a Work Area Team

The constitution of a Work Area Team is optional per Work Area of the Project, the Work Areas of the Project being defined in Article 6.7.1 of this Consortium Agreement. The decision whether a Work Area Team is constituted for a Work Area is taken by the respective Work Area Leader. If a Work Area Team is constituted, the following rules (Article 6.9.2 to Article 6.9.4 of this Consortium Agreement) shall apply.

6.9.2 Members

If constituted according to Article 6.9.1 of this Consortium Agreement, the Work Area Team shall consist of

- all Work Package Leaders and
- the Work Area Leader

of the respective Work Area of the Project (hereinafter Work Area Team Members).

The Work Area Leader shall chair all meetings of the Work Area Team.

6.9.3 Tasks

The Work Area Team shall

- (a) decide on the allocation of the Work Area Budget in accordance with the Consortium Budget allocation approved by the Executive Board including Annex I of the EC-GA,
- (b) analyse and document - within the boundaries and context of the respective Work Area - a Party's breach of this Consortium Agreement and/or Grant Agreement and report this breach to the Executive Board,
- (c) decide on the interchange of Work Packages between Parties, i.e. the exchange of tasks and related budgets between the Parties of different Work Packages, if it has no impact on Annex I of the EC-GA.

6.9.4 The Work Area Leader shall convene meetings of the Work Area Team at any time upon written request of any Work Area Team Member.

6.10 Quality Manager

6.10.1 The Quality Manager is appointed by the Administrative Manager.

6.10.2 The Quality Manager shall be responsible for quality assurance in the Project. Typical tasks of the Quality Manager are

- (a) preparation of the document templates,
- (b) determining the quality metrics of the Project and following them up,
- (c) advising the Administrative Manager and the Consortium Bodies on the quality issues of the Project.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

For clarification: Each Party shall bear its own costs incurred in connection with the submission of the Proposal for the Project to the European Commission, the performance of the EC-GA and this Consortium Agreement, carrying out of the Project work and implementation of the Project.

The Community financial contribution to the Project shall be distributed by the Project Coordinator, guided by the Administrative Coordinator as concerns which Party receives when which payment, according to

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

A Party that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

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

7.2.1 Budgeted costs eligible for 100% reimbursement

These costs shall be budgeted in the Consortium Budget in the following order of priority:

- (a) banking and transaction costs related to the handling of any financial resources made available for the Project by the Project Coordinator
- (b) a reasonable costs of Parties related to
 - the delivery of certificates on the financial statements according to the EC-GA
 - the delivery of the certificate on the methodology, if any, unless the cost of such certification has already been paid to the beneficiary under a previous EC-GA and the methodology has not changed (EC-GA Article II.4.4 and II.14.1)
 - costs related to calls for new Beneficiaries
- (c) costs related to updating this Agreement
- (d) management costs of the Project Coordinator and Administrative Coordinator
- (e) costs related to the tasks of the Executive Board
- (f) intellectual property protection costs
- (g) costs for publications
- (h) costs for the tasks of chairpersons
- (i) any other costs eligible for 100% reimbursement

7.2.2 Budgeting of coordination costs

Costs of coordination of research which are not allowed as management cost according to Annex II of the EC-GA (EC-GA Article II.16.5) have to be budgeted separately.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Project Coordinator.

In particular, the Project Coordinator shall:

- notify the Parties concerned promptly of the date and composition (the documentation of the composition being prepared by the Administrative Coordinator) of the amount transferred to their bank accounts, giving the relevant references,
- perform - supported by the Administrative Coordinator - diligently its tasks in the proper administration of any funds and in maintaining financial accounts; in particular, the Administrative Coordinator will prepare diligently the documentation of how to distribute any Project funds.
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Project Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2 The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled by the Administrative Coordinator instructing the Project Coordinator according to the following:

- budgeted costs for future work included in the Consortium Plan will be paid by the Project Coordinator to the Parties in separate instalments in conformity with the decisions of the General Assembly; the Project Coordinator and the Administrative Coordinator shall ensure that all the appropriate payments are made to the other Parties without unjustified delay (cf. EC-GA Article II.2.3.a).
- costs accepted by the Commission will be paid by the Project Coordinator to the Party concerned, taking into account the amounts already paid for such reporting period.
- In case the Commission deducts any amount of money from funds that the consortium is entitled to, claiming that a Party (or Parties) in the consortium has to return funds to the Commission, for any reason, the Party (or Parties) will pay the deducted amount to the Project Coordinator within 15 calendar days after receipt of the Project Coordinator's request. The request will detail the reason, as much as possible, for the deduction made by the Commission. To avoid any misunderstanding, the payment by the Party (or Parties) to the Project Coordinator will be carried out, even if the Party (or Parties) will dispute the Commission's decision. Executing such payment by a Party (or Parties) will not be seen as acceptance of the Commission's decision and the Party (or Parties) has (have) the right to negotiate with the Commission to dispute their decision. Moreover if the Party (or Parties) will succeed to reverse the Commission's decision then the money that will be received from the Commission will be redistributed to that Party (or Parties) by the Project Coordinator without unjustified delay.

The Administrative Coordinator makes the payment schedule and any updated payment schedule available to the Project Coordinator without demand.

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

Section 8: Foreground

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

8.1 Joint ownership

Where no joint ownership agreement has yet been concluded each of the joint owners shall be entitled to:

- Use their jointly owned Foreground as it sees fit for its internal non-commercial research without requiring the prior consent of, or paying any compensation to, the other joint owner(s), and
- Use their jointly owned Foreground for commercial purposes and grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).

The Parties agree that any joint ownership agreement concluded by the joint owners shall clearly state the fair and reasonable compensation payable to the other joint owners if the jointly owned Foreground is Used or licensed for any commercial purpose.

8.2 Transfer of Foreground

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

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment 5 (List of Third Parties) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment 5 (List of Third Parties) after signature of this Consortium Agreement requires a decision of the General Assembly.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

8.3 Dissemination

8.3.1 Publication

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

Prior notice of any planned publication or presentation shall be made 30 days before the publication. Any objection to the planned publication shall be made in accordance with the EC-GA in writing to the Project Coordinator, to the Administrative Coordinator and to any Party concerned within 15 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

The objection has to include a precise request for necessary modifications.

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

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to Article 8.3.1 is considered as an approval.

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

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

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

9.1.2 The owning Party may add further Background to Attachment 1 (Background included) during the Project by written notice. However, only the General Assembly upon demand of the Executive Board can permit a Party to withdraw any of its Background from Attachment 1.

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

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

9.1.4 In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in the Attachment 2 (Background excluded).

The owning Party may withdraw any of its Background from Attachment 2 during the Project by written notice.

However, only the General Assembly upon demand of the Executive Board can permit a Party to add Background to Attachment 2.

9.2 General Principles

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

9.2.2 As provided in the EC-GA Article II.32.3 Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights.

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

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

Access Rights shall be free of any administrative transfer costs.

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

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

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

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

9.4.2 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Article 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.4.3 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

9.5 Access Rights for Affiliated Entities

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

Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the EC-GA or this Consortium Agreement as if such Affiliated Entities were Parties.

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.
Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the EC-GA or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Article 9.4.2.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”

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

"Controlled Licence Terms"

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

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

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

“Object Code”

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

“Software Documentation”

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

“Source Code”

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

9.8.2. General principles

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

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

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

9.8.3. Access to Software

Access Rights to Software which is Foreground shall comprise:

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

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

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Foreground - Rights of a Party

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

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

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

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

9.8.4.1.2 Foreground - Rights to grant sublicences to end-users

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

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

9.8.4.1.3 Background

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

9.8.4.2 Source Code

9.8.4.2.1 Foreground - Rights of a Party

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

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

9.8.4.2.2 Foreground – Rights to grant sublicences to end-users

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

9.8.4.2.3 Background

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

9.8.5 Specific formalities

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

Section 10: Non-disclosure of information

10.1 Definitions

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

10.2 Obligations of the Recipients

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

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

10.3 Employees of the Recipients

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

10.4 Exceptions

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

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

10.5 Degree of care with regard to Confidential Information

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

10.6 Awareness of unauthorised disclosure, misappropriation or misuse of Confidential Information

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

10.7 Compliance with applicable laws or regulations or court/administrative orders

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

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

10.8 Communication of Confidential Information to the European Commission

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1: Background included
- Attachment 2: Background excluded
- Attachment 3: Accession document
- Attachment 4 Initial list of Members and other contact persons
- Attachment 5 List of Third Parties

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

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

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Administrative Coordinator based on the initial list of Members and other contact persons in Attachment 4.

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to

- Attachment 1 (Background included),
- Attachment 2 (Background excluded),
- Attachment 4 (Initial list of Members and other contact persons) or
- Attachment 5 (List of Third Parties)

do not require a separate written agreement between all Parties.

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium.

11.8 Settlement of disputes

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

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

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

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

Section 12: Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives on the day and year first above written by having used the following process of signing:

Each Party signs a separate signature page as many times as there are Parties, i. e. fourteen (14) times. The Project Coordinator gathers all originals and then delivers the whole package consisting of text and all signatures to all Parties.

UNIVERSITÄT PASSAU

Title and Name of legal representative(s): Prof. Dr. Walter SCHWEITZER
President

Signature of legal representative(s):

Walter Schweitzer

Stamp of the organisation:



BEACON TECH LTD

Title and Name of legal representative(s): Yoram LEV-YEHUDI
Managing Director

Signature of legal representative(s):



Stamp of the organisation:



UNIVERSITAET LINZ

Title and Name of legal representative(s): *UNIV.-PROF. DR. ALOIS FERSCHA*

Signature of legal representative(s):

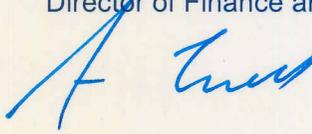
Stamp of the organisation:

[Handwritten signature]
Johannes Kepler Universität Linz
Institut für Pervasive Computing
Univ.-Prof. Dr. Alois Ferscha
A-4040 Linz

LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

Title and Name of legal representative(s): Andrew FARRELL
Director of Finance and Facilities

Signature of legal representative(s):



Stamp of the organisation:

The London School of Economics
and Political Science
Houghton St. Aldwych, London WC2A 2AE

Eidgenössische Technische Hochschule Zürich

Title and Name of legal representative(s): Vice President Research and Corporate Relations, Prof. Roland Siegwart

Signature of legal representative(s):

R. Siegwart

Stamp of the organisation:



**VERENIGING VOOR CHRISTELIJK HOGER ONDERWIJS WETENSCHAPPELIJK ON-
DER-ZOEK EN PATIENTENZORG**

Title and Name of legal representative(s): Dirkje SCHINKELSHOEK
Managing Director Faculty of Sciences

Signature of legal representative(s):



Stamp of the organisation:

VRIJE UNIVERSITEIT
Faculty of Sciences
De Boelelaan 1081a
1081 HV Amsterdam
The Netherlands

Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie

Title and Name of legal representative(s): VICE-RECTOR JERZY LIS

Signature of legal representative(s):

Stamp of the organisation:



A handwritten signature in blue ink, appearing to be "Jerzy Lis", written over the stamp.

JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG

Würzburg, 19. Feb. 2010

Title and Name of legal representative(s): Enno Kruse
Chancellor

Signature of legal representative(s):



Stamp of the organisation:

JULIUS-MAXIMILIANS-UNIVERSITÄT
WÜRZBURG

**FRAUNHOFER-GESELLSCHAFT
ZUR FÖRDERUNG DER ANGEWANDTEN FORSCHUNG E.V.**

Title and Name of legal representative(s):

Signature of legal representative(s):

Stamp of the organisation:

Rüdiger Dorner



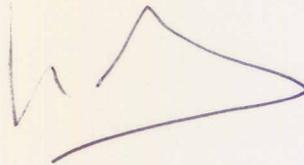
SOCIEDAD IBERICA DE CONSTRUCCIONES ELECTRICAS SA

Title and Name of legal representative(s): José María De LA HERA GUTIERREZ
Financial Director

Signature of legal representative(s):

Stamp of the organisation:


Pol. Ind. Alcobendas
Sepúlveda, 6 - 28108 (Madrid)



SOCIONICAL Consortium Agreement – Final Version

SmartCare Srl

Title and Name of legal representative(s):

Giorgio De Bernardis

Signature of legal representative(s):

[Handwritten signature]

Stamp of the organisation:

Smartcare S.r.l.

TECHNISCHE UNIVERSITAET MUENCHEN

Title and Name of legal representative(s): Ulrike RONCHETTI

Signature of legal representative(s):


TECHNISCHE UNIVERSITÄT MÜNCHEN
TUM Legal Office - ZA 5
EU-Rechtsangelegenheiten
Ulrike Ronchetti
80290 München

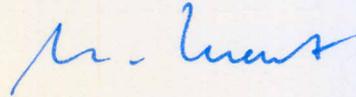
Stamp of the organisation:



MARTIN-LUTHER-UNIVERSITÄT HALLE-WITTENBERG

Title and Name of legal representative(s): Dr. Martin HECHT
Kanzler

Signature of legal representative(s):



Stamp of the organisation:



Martin-Luther-Universität
Halle-Wittenberg
DER KANZLER
06109 HALLE (SAALE)

Civil Protection Department - Ministry of Home Affairs

Title and Name of legal representative(s):

Signature of legal representative(s):

Stamp of the organisation:

Dr. George SAK
Staff Officer
Legal Affairs
CIVIL PROTECTION
DEPARTMENT

Civil Protection Department

Attachment 1: Background included

Access Rights to Background made available to the Parties:

FRAUNHOFER-GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V.

At the time of signature of this Consortium Agreement Fraunhofer FIT does not intend to make its Background subject to Access Right, however, reserves the right to add Background considering the progress of the Project.

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

Attachment 2: Background excluded

Background excluded from Access Rights:

UNIVERSITAET PASSAU:

UNIVERSITAET PASSAU hereby excludes all Background generated by UNIVERSITAET PASSAU other than that generated by the members of the research group of

- Prof. Dr. Paul Lukowicz
Lehrstuhl für Informatik – Schwerpunkt: Eingebettete Systeme
- Prof. Dr. Hermann de Meer
Lehrstuhl für Informatik mit Schwerpunkt Rechnerkommunikation/Rechnernetze
- Prof. Dr. Rüdiger Korff
Lehrstuhl für Südostasienskunde II (Festland Südostasien)

who are directly involved in carrying out the SOCIONICAL Project. UNIVERSITAET PASSAU also excludes all Background that UNIVERSITAET PASSAU is not free to grant access to due to obligations towards third parties.

Eidgenössische Technische Hochschule Zürich

The Eidgenössische Technische Hochschule Zürich hereby excludes from its obligation to grant Access Rights to Background all Background generated by the University other than that generated by the Wearable Computing Laboratory, who is directly involved in carrying out the Project. Further, Eidgenössische Technische Hochschule Zürich excludes all Background that Eidgenössische Technische Hochschule Zürich is not free to grant access to due to obligations towards third parties.

Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie:

Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie hereby excludes all Background generated by Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie other than that generated by its scientific staff directly involved in carrying out the SOCIONICAL Project. Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie also excludes all Background that Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie is not free to grant access to due to obligations towards third parties.

JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG

JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG hereby excludes all Background other than: Background generated by scientists participating in the project, which is inside the scope of the project.

JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG also excludes all Background that JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG is not free to grant access to due to obligations towards third parties.

**FRAUNHOFER-GESELLSCHAFT
ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V.**

For the avoidance of doubt FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V. excludes all Background unless listed in Annex 1.

SOCIEDAD IBERICA DE CONSTRUCCIONES ELECTRICAS SA

SOCIEDAD IBERICA DE CONSTRUCCIONES ELECTRICAS SA (SICE) excludes all Background that SICE is not free to grant access to due to obligations towards third parties.

SICE status that all the data that have to be contributed to the Project and that had not been disclosed prior to the contribution shall be maintained as confidential and they shall not be used for any purpose different from the Project.

SmartCare Srl

SmartCare Srl hereby excludes all Background generated by SmartCare Srl other than that generated by the members of the research group of

- Prof. Dr. Gustavo Mastrobuoni
- Prof. Dr. Gianrocco Franco
- Prof. Dr.ssa Gevisa Larocca
- Prof. Dott. Renzo Carlucci
- Dott. Mattia Siciliano
- Dott. Dimitri Dello Buono
- Dott. Giorgio Da Bormida

who are directly involved in carrying out the SOCIONICAL project. SmartCare Srl also excludes all Background that SmartCare Srl is not free to grant access to due to obligations towards third parties.

TECHNISCHE UNIVERSITÄT MUENCHEN

For the avoidance of doubt TECHNISCHE UNIVERSITÄT MUENCHEN will only make available Background of the Lehrstuhl für Verkehrstechnik, Prof. Fritz Busch, and only to the extent described in Attachment 1. The following Background shall be expressly excluded:

1. Background that has been and/or will be created and developed by personnel and/or scientists and/or students at TECHNISCHE UNIVERSITÄT MUENCHEN not directly involved in the SOCIONICAL Project;
2. Background that has been and/or will be developed outside of the Project to which TECHNISCHE UNIVERSITÄT MUENCHEN due to third party rights is not able to grant access rights.

MARTIN-LUTHER-UNIVERSITAET HALLE-WITTENBERG

MARTIN-LUTHER-UNIVERSITAET HALLE-WITTENBERG hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by the Uni-

SOCIONICAL Consortium Agreement – Final Version

versity other than that generated by the members of the research group of Dr. Kantelhardt, who is directly involved in carrying out the Project.

MARTIN-LUTHER-UNIVERSITAET HALLE-WITTENBERG also hereby excludes from its obligation to grant Access Rights to Background which MARTIN-LUTHER-UNIVERSITAET HALLE-WITTENBERG is not free to provide and/or which MARTIN-LUTHER-UNIVERSITAET HALLE-WITTENBERG needs to get permission to grant Access Rights.

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

Attachment 3: Accession document

ACCESSION

of a new Party to

SOCIONICAL Consortium Agreement, version [..., YYYY-MM-DD]

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

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

UNIVERSITAET PASSAU, the Coordinator

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

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

[Place and Date]

[INSERT NAME OF THE NEW PARTY]

Title and Name of legal representative(s):

Signature of legal representative(s):

Stamp of the organisation:

Passau, [Date]

UNIVERSITAET PASSAU

Title and Name of legal representative(s):

Signature of legal representative(s):

Stamp of the organisation:

Attachment 4: Initial list of Members and other contact persons

Recipients for Notices

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

UNIVERSITAET PASSAU

Scientific matters / General Assembly Member:

Name: Prof. Dr. Paul Lukowicz
Position: Inhaber des Lehrstuhls für Informatik mit Schwerpunkt Eingebettete Systeme
Tel.: +49 851 509 3080
Fax: +49 851 509 3082
E-mail: Paul.Lukowicz@uni-passau.de
Address: Universität Passau, IT-Zentrum / International House
Innstr. 43, 94032 Passau, Germany

Financial matters:

Name: Ms Susanne Bibelriether
Position: Stellvertretende Referatsleiterin Haushaltsvollzug, Drittmittel
Tel.: +49 851 509 1221
Fax: +49 851 509 1202
E-mail: Susanne.Bibelriether@uni-passau.de
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Innstr. 41, 94032 Passau, Germany

Legal matters:

Name: Ms Sabine Wiendl
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Fax: +49 851 509 1102
E-mail: Sabine.Wiendl@uni-passau.de
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Innstr. 41, 94032 Passau, Germany

BEACON TECH LTD

Scientific matters:

Name: Mr Yoram Bar-Zeev
Position: Managing Director
Tel.: +972 8 9452900
Fax: +972 8 9452998
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Administrative matters (financial and legal) / General Assembly Member:

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Fax: +972 8 9452998
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UNIVERSITAET LINZ

General Assembly Member:

Name: Univ.-Prof. Mag. Alois Ferscha
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Tel.: +43-732-2468-8556
Fax: +43-732-2468-8426
E-mail: ferscha@soft.uni-linz.ac.at, judith@soft.uni-linz.ac.at
Address: Johannes Kepler Universität Linz, Institut für Pervasive Computing,
Altenberger Straße 69, 4040 Linz, Austria

LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

Scientific Matters / General Assembly Member:

Name: Prof. Eve Mitleton-Kelly
Position: Director, Complexity Research Programme, LSE
Tel.: +44 (0)20 7635 5553 (+44 (0)20 7955 6074)
Fax: +44 (0)20 7635 5556
E-mail: E.Mitleton-Kelly@lse.ac.uk
Address: LSE, Houghton Street, London, WC2A 2AE, United Kingdom

Financial Matters:

Name: Mr Andrew Farrell
Position: Director of Finance and Facilities
Tel.: +44 (0)20 7955 7100
Fax: +44 (0)20 7955 7427
E-mail: a.farrell@lse.ac.uk
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Legal Matters:

Name: Ms Bhimla Dheerjee
Position: Projects Development Manager
Tel.: +44 (0)20 7955 6825
Fax: +44 (0)20 7955 6187
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Eidgenössische Technische Hochschule Zürich

Scientific matters:

Name: Dr. Daniel Roggen
Position: Postdoc
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E-mail: droggen@ife.ee.ethz.ch
Address: Institut f. Elektronik, ETZ H 93,
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Name: Prof. Gerhard Tröster
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Tel.: +41 44 632 3964
Fax: +41 44 632 12 10
E-mail: troester@ife.ee.ethz.ch
Address: Institut f. Elektronik, ETZ H 89,
Gloriastr. 35, CH-8092 Zürich, Switzerland

Legal matters:

Name: Ms Agatha Keller
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Tel.: +41.44 634 53 54
Fax: +41.44 634 53 51
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Address: Office for European Research Programmes; Careum;
Moussonstr. 2, CH-8044 Zürich, Switzerland

Financial matters:

Name: Ms Ruth Zähringer
Position: Wearable computing laboratory secretary
Tel.: +41 44 632 27 41
Fax: +41 44 632 12 10
E-mail: zaehringer@ife.ee.ethz.ch
Address: Institut f. Elektronik; ETZ H 88;
Gloriastr. 35; CH-8092 Zürich, Switzerland

General Assembly Member:

Name: Dr. Daniel Roggen
Position: Postdoc
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Fax: +41 44 632 12 10
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Gloriastr. 35, CH-8092 Zürich, Switzerland

**VERENIGING VOOR CHRISTELIJK HOGER ONDERWIJS WETENSCHAPPELIJK ON-
DER-ZOEK EN PATIENTENZORG**

Scientific matters / General Assembly Member:

Name: Jan Treur
Position: Professor
Tel.: +31 20 598 7763, cell: +31 6 15028916
Fax: - - -
E-mail: treur@cs.vu.nl
Address: Department of Artificial Intelligence
Faculty of Sciences
Vrije Universiteit Amsterdam
De Boelelaan 1081a
1081 HV AMSTERDAM
The Netherlands

Legal matters:

Name: Ms Dirkje Schinkelshoek
Position: Managing Director Faculty of Sciences
Tel.: +31 (0)20 5987500
Fax: +31 (0)20 5987448
E-mail: projectcontrol@few.vu.nl
Address: De Boelelaan 1083a
1081 HV AMSTERDAM
The Netherlands

Financial matters:

Name: Drs. Andre van der Wal
Position: Project Controller Faculteit Exacte Wetenschappen
Tel.: avdwal@few.vu.nl
Fax: +31 020 5987488
E-mail: +31 020 5987893
Address: Vrije Universiteit Amsterdam
Faculteit der Exacte wetenschappen
T.a.v André van der Wal, Room P351
De Boelelaan 1083A
1081 HV AMSTERDAM
The Netherlands

Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie

Scientific matters / General Assembly Member:

Name: Prof. Krzysztof Kułakowski
Position: Head of Department of Applied Informatics and Computational Physics
Tel.: +48 12 633 37 40
Fax: +48 12 634 00 10
E-mail: kulakowski@novell.ftj.agh.edu.pl
Address: Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie,
Faculty of Physics and Applied Computer Science,
Department of Applied Informatics and Computational Physics,
al. Mickiewicza 30, 30-059 Kraków, Poland

Financial matters:

Name: Ms. Elżbieta Kochańska-Donizak
Position: senior expert
Tel.: +48 12 617 29 34
Fax: +48 12 634 00 10
E-mail: kochanska@novell.ftj.agh.edu.pl
Address: Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie,
Department of Applied Nuclear Physics,
al. Mickiewicza 30, 30-059 Kraków, Poland

Legal matters:

Name: Prof. Wiesława Sikora
Position: Full Professor, Department of Condensed Matter Physics
Tel.: +48 12 633 37 40
Fax: +48 12 634 00 10
E-mail: sikora@novell.ftj.agh.edu.pl
Address: Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie,
Faculty of Physics and Applied Computer Science,
Department of Condensed Matter Physics,
al. Mickiewicza 30, 30-059 Kraków, Poland

JULIUS-MAXIMILIANS UNIVERSITAET WUERZBURG

Scientific matters / General Assembly Member:

Name: Prof. Dr. Hans-Peter-Krüger
Position: Leiter des Instituts für Psychologie III - Fachbereich Methodenlehre und
Verkehrspsychologie und Vorsitzender des IZVW - Interdisziplinäres Zentrum
für Verkehrswissenschaften an der Universität Würzburg
Tel.: +49 931 31 2653
Fax: +49 931 31 2616
E-mail: krueger@psychologie.uni-wuerzburg.de
Address: Universität Würzburg
Lehrstuhl für Psychologie III
Fachbereich Methoden und Verkehrspsychologie
Röntgenring 11
97070 Würzburg
Germany

Financial matters:

Name: Mr Christian Gloggengießer
Position: Referatsleiter Referat 3.4, Drittmittel
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Fax: +49 931 31 87180
E-mail: gloggeng@zv.uni-wuerzburg.de
Address: Universität Würzburg
Referat 3.4
Sanderring 2
97070 Würzburg
Germany

Legal matters:

Name: Mr René Demling
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Tel.: +49 931 31 82199
Fax: +49 931 31 87177
E-mail: Rene.Demling@uni-wuerzburg.de
Address: Universität Würzburg
Justizariat
Sanderring 2
97070 Würzburg
Germany

**FRAUNHOFER-GESELLSCHAFT
ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V.**

Name: Stefan Harms
Position:
Tel.:
Fax:
E-mail: stefan.harms@fit.fraunhofer.de
Address:

Name: Sidonie Holborn
Position:
Tel.:
Fax:
E-mail: sidonie.holborn@izb.fraunhofer.de
Address:

SOCIEDAD IBERICA DE CONSTRUCCIONES ELECTRICAS SA

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Attachment 5: List of Third Parties

List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties:

- none -