SPARTA Consortium Agreement

Project : Special projects for advanced research and technology in Europe

Grant agreement number : 830892

Based on DESCA – Horizon 2020 Model Consortium Agreement, v.1.2.4, October 2017

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as "Rules for Participation"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on February 1st 2019, hereinafter referred to as the "Effective Date".

BETWEEN:

1. **Commissariat à l'énergie atomique et aux énergies alternatives**, a French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office located at 25 rue Leblanc, Bâtiment « Le Ponant D » - 75015 Paris, FRANCE, declared at the Paris Register of Commerce and Trade under the following registration number: R.C.S. Paris B 775 685 019, acting for Technological Research Division (DRT), and represented by Stéphane SIEBERT, acting as Head of DRT and duly authorised for the purposes hereof,

hereinafter referred to as "CEA LIST", or the "Coordinator".

2. **Joanneum Research Forschungsgesellschaft Mbh** established in LEONHARDSTRASSE 59, GRAZ 8010, Austria, VAT number: ATU28781306

3. **Technikon Forschungs- Und Planungsgesellschaft Mbh**, Burgplatz 3a, 9500 Villach, Austria, VAT number ATU47330106

4. **Centre D'excellence En Technologies De L'information Et De La Communication,** established in AVENUE JEAN MERMOZ 28, CHARLEROI 6041, Belgium, VAT number: BE0474549932,

5. **Universite De Namur Asbl** a university under the laws of Belgium, having its registered office at Rue de Bruxelles 61 - B-5000 Namur, Belgium, represented by Naji HABRA in his capacity of Rector, hereinafter referred to as "CRIDS",

6. **CESNET Zajmove Sdruzeni Pravnickych osob,** established under the laws of the Czech Republic, having its registered office at Zikova 1903/4, 160 00 Praha 6, Czech Republic, represented by Ing. Jan Gruntorád, CSc., Chief Executive Officer, hereinafter referred to as "CESNET"

7. **Vysoke Uceni Technicke V Brne** established under the laws of the Czech Republic, having its registered office at Antoninska 548/1, 601 90 Brno, Czech Republic, represented by prof. RNDr. Petr Štěpánek, CSc., dr.h.c., rector,

8. **CZ.NIC, z. s. p. o.** , established in MILEŠOVSKÁ 1136/5, PRAHA 130 00, Czech Republic, VAT number: CZ67985726, represented by Mr. Ondřej Filip, Chief Executive Officer,

9. **Fortiss Gmbh** established in GUERICKESTRASSE 25, MUNCHEN 80805, Germany, VAT number: DE263907002,

10. **Fraunhofer Gesellschaft Zur Foerderung Der Angewandten Forschung E.V.** established in HANSASTRASSE 27C, MUNCHEN 80686, Germany, VAT number: DE129515865,

11. **Sap Se** established in DIETMAR HOPP ALLEE 16, WALLDORF 69190, Germany, VAT number: DE143454214,

12. **Technische Universitaet Muenchen, (TUM)**, Arcisstrasse 21, 80333 München, Germany, VAT number DE811193231, acting for the purpose of the project through its Chair of IT Security, represented by Prof. Dr. Claudia Eckert,

13. **Rheinische Friedrich-Wilhelms-Universitat Bonn,** established in REGINA PACIS WEG 3, BONN 53113, Germany, VAT number: DE122119125,

14. **Universität Konstanz,** established in UNIVERSITATSSTRASSE 10, KONSTANZ 78457, Germany, VAT number: DE142316505, represented by its chancellor Jens Apitz, executive office for the purpose of the project: Chair of Data Analysis and Visualization, represented by Professor Dr. Daniel Keim,

15. **Tartu Ulikool** established in ULIKOOLI 18, TARTU 50090, Estonia, VAT number: EE100030417,

16. **Kentro Meleton Asfaleias** established in P KANELLOPOULOU 4 ST, ATHINA 10177, Greece, VAT number: EL999333507,

17. **National Center For Scientific Research "Demokritos",** established in Patriarchou Gregoriou Str., AGHIA PARASKEVI 15310, Greece, EL090085651, represented for

the purposes of signing the Consortium Agreement by the Chairman of the Board and Director of NCSR 'D', Dr. Georgios Nounesis

18. **Fundacio Eurecat,** a private non-profit foundation organised and existing under the laws of Spain, with registered office at Parc Tecnològic del Vallès, Avinguda Universitat Autònoma, 23 08290 Cerdanyola del Vallès, Spain Spain, VAT number G-66210345, represented by Mr. Xavier López Luján, Corporate and Operations General Manager,

19. **Indra Sistemas Sa** established in AVENIDA DE BRUSELAS 35, ALCOBENDAS MADRID 28108, Spain, VAT number: ESA28599033, represented by Mr. Jesus Angel García Sanchez, Head of R&D, with domicile for these purposes in Avenida de Bruselas nº 35, and provided with DNI number 02538573V

20. **Fundacion Tecnalia Research & Innovation**, a foundation organised and existing under the laws of Spain, with registered office at Parque Científico y Tecnológico de Bizkaia, Astondo Bidea, Edificio 700 – E-48.160 Derio (Bizkaia) Spain, VAT number G-48975767, represented by Mr. Joseba Mikel Laka Mugartza, Director of ICT Division.

21. **Fundacion Centro De Tecnologias De Interaccion Visual Y Comunicaciones Vicomtech,** a foundation established under the laws of Spain, with registered office at Parque Científico y Tecnológico de Gipuzkoa, Paseo Mikeletegi 57, 20009 San Sebastian Spain, with fiscal identity number: ES-G75051912, represented by Dr Julian Florez Esnal, General Director

22. **Secretariat General De La Defense Et De La Securite Nationale** established in Boulevard de 51 BD DE LATOUR MAUBOURG, PARIS 07 SP 75700, France, VAT number: FR15120001029,

23. **Institut Mines-Télécom (IMT)**, a French public scientific, cultural, and professional establishment duly organized under the laws of France and, governed by the Decree n°2012-279 of 28th February 2012 modified by the Decree n°2016-1527 of 14th November 2016, having its registered office located at 37-39 rue Dareau, 75014 Paris, France and duly registered under SIRET No.180 092 025 00089, APE Code 8542Z, VAT number: FR55180092025, duly represented by Mr. Philippe JAMET, Executive President, or by its authorized representative,

24. **Institut national de recherche en informatique et automatique,** a French Public corporation of scientific and technological nature having its principal place at: Domaine de Voluceau – Rocquencourt - B.P 105 - 78153 LE CHESNAY Cedex – FRANCE,

represented by Mr. Bruno SPORTISSE, its Chief Executive Officer. Hereinafter referred to as "Inria".

25. **Thales SIX GTS France SAS**, established in AVENUE DES LOUVRESSES 4, GENNEVILLIERS 92230, France, VAT number: FR01383470937,

26. **Yes We Hack** , established in 14 RUE CHARLES 5, PARIS 75004, France, VAT number: FR78814037214,

27. **Consorzio Interuniversitario Nazionale Per L'informatica,** established in VIA ARIOSTO 25, ROMA 00185, Italy, VAT number: IT03886031008

28. **Consorzio Nazionale Interuniversitario Per Le Telecomunicazioni** established in VIALE G. P. USBERTI 181A, PARMA 43124, Italy, VAT number: IT01938560347

29. **Consiglio Nazionale Delle Ricerche** established in PIAZZALE ALDO MORO 7, ROMA 00185, Italy, VAT number: IT02118311006

30. **Istituto Superiore Delle Comunicazioni E Delle Tecnologie Dell'informazione** established in VIALE AMERICA 201, ROMA 00144, Italy, VAT number: IT05788321007,

31. **Leonardo - Societa Per Azioni** established in PIAZZA MONTE GRAPPA 4, ROMA 00195, Italy, VAT number: IT00881841001,

32. **Kauno Technologijos Universitetas** , established in K DONELAICIO 73, KAUNAS 44249, Lithuania, VAT number: LT119505811

33. **Lietuvos Kibernetiniu Nusikaltimu Kompenciju Ir Tyrimu Centras**, established in ATEITIES G 20, VILNIUS 08303, Lithuania,

34. **The General Jonas Zemaitis Military Academy Of Lithuania** , established in SILO 5A, VILNIUS LT-10322, Lithuania, VAT number: LT119590416,

35. **Mykolas Romeris University**, established in ATEITIES G 20, VILNIUS 08303, Lithuania, VAT number: LT119517219,

36. **Luxembourg Institute of Science and Technology**, with its headquarters at 5, avenue des Hauts-Fourneaux, L-4362 Esch-sur-Alzette, Grand Duchy of Luxembourg, licensed by the Trade and Companies Register of Luxembourg under No. J53 and represented by Thomas KALLSTENIUS, Chief Executive Officer

37. **"Security Made In Lëtzebuerg" (Smile) G.I.E.** established at 16, boulevard d'Avranches, L-1160 Luxembourg, Grand Duchy of Luxembourg, licensed by the Trade and Companies Register of Luxembourg under No. C90 and represented by Pascal Steichen, CEO,,

38. **Universite Du Luxembourg (Uni.lu)**, established in 2, Avenue de l'Université, L-4365 Esch-sur-Alzette, Luxembourg, VAT number : LU19805732, represented by Prof Dr. Stéphane PALLAGE, Rector oft he University of Luxembourg

39. **Latvijas Mobilais Telefons**, established in ROPAZU IELA 6, RIGA 1039, Latvia, VAT number: LV50003050931,

40. **Itti Sp Zoo**, established in RUBIEZ 46, POZNAN 61 612, Poland, VAT number: PL7811019801,

41. **Naukowa I Akademicka Siec Komputerowa - Panstwowy Instytut Badawczy** established in UL KOLSKA 12, WARSZAWA 01 045, Poland, VAT number: PL5210417157

42. **Stowarzyszenie Polska Platforma Bezpieczenstwa Wewnetrznego,** established in UL JULIUSZA SLOWACKIEGO 17 LOK 11, POZNAN 60-822, Poland, VAT number: PL7831618232

43. **Inov Inesc Inovacao - Instituto De Novas Tecnologias** , established in RUA DE ALVES REDOL 9, LISBOA 1000-029, Portugal, VAT number: PT505002892,

44. Instituto Superior Tecnico established in AVENIDA ROVISCO PAIS 1, LISBOA 1049-001, Portugal, VAT number: PT501507930,

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

related to the Action entitled

Special projects for advanced research and technology in Europe

In short

SPARTA

Hereinafter referred to as the "Project" or "Action"

WHEREAS:

EU's strategic interest is to ensure that the EU retains and develops essential capacities to secure its digital economy, infrastructures, society, and democracy. Europe's cybersecurity research, competences and investments being spread across Europe with too little alignment, there is an urgent need to step up investment in technological advancements that could make the EU's digital Single Market more cybersecure and to overcome the fragmentation of EU research capacities. In this context, the Commission announced the intention to create a Cybersecurity Competence Network with a European Cybersecurity Research and Competence Centre.

The Parties, having experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020). The objective of the Project is to meet with the EU's request, by scaling up existing research for the benefit of the cybersecurity of the Digital Single Market, with solutions that can be marketable.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Funding Authority (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement Version 1.2.4, with the necessary adaptations with regard to the specific context and the interests of the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Section: 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.

1.2 Additional Definitions

"Affiliated Entity": any Legal Entity which registered offices are located with the European Union, that is listed in Attachment 4 to this CA as being an Affiliated Entity of that Party, and where such Legal Entity is one in which that Party has a 50% equity share or is the single largest equity shareholder.

"Consortium Body":

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

"Consortium Plan"

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by an appropriate Consortium Body.

"Defaulting Party"

Defaulting Party means a Party which an appropriate Consortium Body has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

"Exploitation" or "Exploit"

Exploitation or Exploit means the use of Results in further research activities other than those covered by the Action concerned, or commercial exploitation in developing, creating and or marketing of a product or process, or in creating and providing a service, or in standardization activities.

"Fair and Reasonable conditions"

Fair and Reasonable conditions means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.
With respect to Parties not established for the purpose of directly carrying on an industrial or commercial activity (for instance public bodies or Research Organizations), considering their specific positioning, "appropriate conditions" necessarily means a financial compensation in case of direct or indirect industrial or commercial exploitation.

"Funding Authority"

Funding Authority means the body awarding the grant for the Project.

"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 technically or legally impossible, significantly delayed, or would require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible

and provided that Background cannot be considered as potentially Needed, for execution of the Project or for Exploitation, unless it is within the scope defined in Attachment 1 to this Consortium Agreement..

"**Research Organization**"

Research Organization means a legal entity, including a public body, that is established as a non-profit organization and whose main objective is carrying out academic teaching, research or technological development.

"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.

2   Section: Purpose

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

3   Section: 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 one or more duly authorized representative(s) of such entity.

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

A new entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by or more authorized representative(s) of the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2   Duration and termination

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

If

- the Grant Agreement is not signed by the Funding Authority or a Party, or

- the Grant Agreement is terminated, or

- a Party's participation in the Grant Agreement is terminated,

then this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3   Survival of rights and obligations

The provisions relating to Access Rights, Dissemination 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.

In conformance to Section 6 and subject to Article 9.7.2, 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 responsible Consortium Body and the leaving Party. This includes the obligation to provide all inputs, deliverables and documents for the period of its participation.

4   Section: Responsibilities of Parties

4.1   General principles

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

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

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

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

4.2   Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the responsible Consortium Body, in compliance with section 6 will give formal

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

If such breach is substantial and is not remedied within that period or is not capable of remedy, the appropriate Consortium Body may decide to declare the Party to be a Defaulting Party and decide on the consequences thereof which may include to terminating this Consortium Agreement with respect to the Defaulting Party concerned. Such termination shall become effective with respect to such Defaulting Party as of the date of expiration of the period defined above or as provided by the Grant Agreement, whichever occurs last.

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

5 Section: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results 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 vis-à-vis any of the other Parties in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) 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 willful act or by a breach of confidentiality.

For any remaining contractual liability, excluding willful act or material breach of confidentiality, a Party's aggregate liability towards the other Parties collectively shall be limited to an amount corresponding to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

However, in case of material breach of confidentiality, the aggregate liability shall be limited to twice the Party's share.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory 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 Results or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, a transfer of tasks -– if any -– shall be decided by the competent Consortium Bodies.

6 Section: Governance structure

6.1 General structure

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

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

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

Strategic Direction, as the supervisory body for the strategy of the Project and a decision-making body of the Consortium, which shall report to and be accountable to the General Assembly.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

Each Member designates a representative duly authorized to deliberate, negotiate and decide on all scientific and technical matters listed among the scope of the relative Consortium Body as described below. Each Member may also designate a substitute representative acting on their behalf, with the same rights and obligations.

6.2.2 Representation in roles

There is a list of roles which are particularly exposed in terms of organizational and/or technical accountability. The table below lists these roles and mentions the basis on which these roles are assigned. This list of roles and their basis can be extended and/or updated by the Coordinator.

Role	Basis
Strategic Director	Strategic Direction chair
Scientific Director	WP3 leader
Partnership Director	WP8 leader
Program Leader	WP4 to WP7 leaders

Each role has a representative proposed by the Party satisfying the basis for the role and subject to the validation of the Coordinator before appointment. This representative will be the only person to hold the role and to entitled to claim it in private and public communications.

At the start of the project, the Parties acknowledge the appointment of the roles as described in Attachment 6 (Roles). These appointments may evolve during the project to reflect changes on their basis.

6.2.3 Preparation and organization of meetings

6.2.3.1 Convening meetings

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Executive Board, the Strategic Direction, the Ethics Committee, 1/3 of the Members of the General Assembly or a veto exercise
Executive Board	At least every 6 months, Monthly conference calls	At any time upon written request of the Ethics Committee or any Member of the Executive Board
Strategic Direction	At least twice a year, Monthly conference calls	At any time upon written request of the Ethics Committee or any Member of the Strategic Direction

6.2.3.2 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	45 calendar days	30 calendar days
Executive Board	20 calendar days	15 calendar days
Strategic Direction	20 calendar days	15 calendar days

6.2.3.3 Sending the agenda

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

	Ordinary meeting	Extraordinary meeting

General Assembly	21 calendar days	10 calendar days
Executive Board	7 calendar days	
Strategic Direction	7 calendar days	

6.2.3.4 Adding agenda items:

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

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

	Ordinary meeting	Extraordinary meeting
General Assembly	14 calendar days	7 calendar days
Executive Board	2 calendar days	
Strategic Direction	2 calendar days	

6.2.3.5

During a meeting the Members of a Consortium Body present or represented can agree to add a new item to the original agenda if none of them objects.

6.2.3.6

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

6.2.3.7

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

6.2.3.8

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.4) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.5.2, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.4 Voting rules and quorum

6.2.4.1 Quorum

Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.2.4.2 Voting rules

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

6.2.4.2.1

A Party which the appropriate Consortium Body has declared to be a Defaulting Party, according to Section 4.2, may not vote.

6.2.4.2.2

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

6.2.4.2.3 Veto rights

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 (General Assembly or Strategic Direction) may exercise a veto with respect to the corresponding decision or relevant part of the decision.

If a veto is exercised, the challenged decision shall be withheld. The concerned Party or Parties will then have fifteen (15) calendar days to submit its or their arguments in support to his or their veto to the General Assembly, which can decide to cancel the decision. The Members of the Consortium Body having taken the decision shall make every effort to resolve the matter which has occasioned the veto to the optimal satisfaction of all its Members. A decision can only be challenged by a veto once and this veto has to occur fifteen (15) calendar days after the minutes of the meeting are accepted, as provided under article 6.2.5.2; all Parties concerned must submit their arguments under the fifteen (15) calendar days when such veto is exercised.

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its declaration as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation or termination in the consortium or the consequences of them.

A Party requesting to leave the consortium may veto decisions relating to the terms and conditions of its leave, being expressly specified that such Party shall:

- Inform the other Parties of its intent to leave the Consortium at least three (3) months before the date on which its departure will be effective ;
- Negotiate to find solutions, in good faith and on a best effort basis, to issues that may result from its leaving for other Parties.

6.2.5 Minutes of meetings

6.2.5.1

The chairperson, or a delegate, of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 20 calendar days of the meeting. In case the minutes are produced by a delegate, they should be sent to the chairperson who will review and send them to the Members.

6.2.5.2

The minutes shall be considered as accepted if, within fifteen (15) calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3

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

6.2.5.4

The Parties agree to abide by all decisions of appropriate Consortium Bodies. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8 or exercise their veto rights.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

The General Assembly is the ultimate decision-making body of the Consortium to which both the Executive Board and the Strategic Direction shall report and be accountable. In addition to the rules described in Section 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 authorized to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement subject to approval of the legal representatives of each Party, according to each Party's internal regulations and procedures.

6.3.1.1.3

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the majority defined under article 6.

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.

The General Assembly may, upon its own initiative, take the decisions in relation to:

Content, finances and intellectual property
- Modifications to Attachment 1 (Background included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2) & 4 (Identified Affiliated Entities)
- Additions to Attachment 5 (Intellectual Property under Controlled License Terms)

Evolution of the consortium

- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for a suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Additionally, the General Assembly has the prerogative to reject a proposition submitted by the Strategic Direction in relation to:

Evolution of the consortium
- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto

Furthermore, the General Assembly has the prerogative to cancel a decision taken by the Strategic Direction in relation to:

Content, finances and intellectual property rights
- Proposal for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Change in the Consortium Plan

Evolution of the consortium
- Identification of a breach by a Party of its obligations under the Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party

6.3.1.3 Minutes of meetings
Once the Minutes of the General Assembly have been accepted, propositions submitted by the Strategic Direction and not rejected by the General Assembly become decisions.

6.3.2 Executive Board
The Executive Board is the supervisory body for the execution of the Project which shall report to both the Strategic Direction and the General Assembly and be accountable to the General Assembly. In addition to the rules described in Section 6.2, the following rules apply:

6.3.2.1 Members

The Executive Board shall consist of the Coordinator and all the Work Package Leaders, including the Program Leaders. As Executive Director of the Project, a Coordinator representative shall chair all meetings of the Executive Board.

6.3.2.2 Tasks

The Executive Board has for tasks to:

- set the execution plan, processes, and frameworks;
- execute and implement decisions taken by the Strategic Direction and the General Assembly;
- guide, monitor, and evaluate the compliance, performance and results of the execution of governance, R&D&I, community, exploitation, and management activities;
- report to the General Assembly and to the Strategic Direction on the execution of the project;
- support the General Assembly by suggesting decisions;
- support the Strategic Direction by suggesting propositions and decisions and preparing the content and timing of press releases and joint communications by the consortium or proposed by the Funding Authority in respect of the Grant Agreement Article 29;
- support the Coordinator by preparing the execution-related elements for meetings with the Funding Authority.

The Executive Board shall be responsible for the execution aspects listed above. To this aim, the Executive Board shall collect information from the Parties at least every 6 months on the progress of the Project.

6.3.2.3 Minutes of meetings

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

6.3.3 Strategic Direction

The Strategic Direction is the supervisory body for the strategy of the Project and a decision-making body of the Consortium which shall report and be accountable to the General Assembly. In addition to the rules described in Section 6.2, the following rules apply:

6.3.3.1 Members

The Strategic Direction shall consist of the Coordinator and other members selected by the Coordinator among the WP Leaders of the Project.

As Strategic Director of the Project, a Coordinator representative shall chair all meetings of the Strategic Direction and can change its composition by written notice sent 5 days before effective effect to the General Assembly.

At the start of the project, the Strategic Direction is composed of the leaders of WP1, WP2, WP3, WP4, WP8, WP9, WP11 and WP12.

6.3.3.2 Tasks

The Strategic Direction has for tasks to:

- set the strategy plans, processes, and frameworks;
- take decisions and submit propositions to the General Assembly;
- guide, monitor, and evaluate the compliance, performance and results of the strategy of governance, R&D&I, community, exploitation, and management activities;
- prepare the content and timing of press releases and joint communications by the consortium or proposed by the Funding Authority in respect of the Grant Agreement Article 29;
- report to the General Assembly on the strategy of the project;
- support the General Assembly by suggesting decisions;
- support the Coordinator by preparing the strategy-related elements for meetings with the Funding Authority.

The Strategic Direction shall be responsible for the strategy aspects listed above. To this aim, the Strategic Direction shall collect information from the Parties at least every 6 months on the progress of the Project.

6.3.3.3 Propositions and decisions

The Strategic Direction may, upon its own initiative, submit propositions to the General Assembly in relation to:

Evolution of the consortium
- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto

In addition, the Strategic Direction can also, upon its own initiative, take decisions in relation to:

Content, finances and intellectual property rights
- Proposal for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Parties and the Funding Authority
- Changes in the Consortium Plan

Evolution of the consortium
- Identification of a breach by a Party of its obligations under the Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party

6.3.3.4 Minutes of meetings

Minutes of Strategic Direction meetings, once accepted by its Members, shall be sent by the Strategic Director to the General Assembly Members for information.

Propositions submitted to the General Assembly will be added to the agenda of the next ordinary meeting of the General Assembly. If the matters proposed are urgent, this should be indicated in the minutes and an extraordinary meeting can be convened.

6.4 Coordinator

6.4.1

Parties acknowledge the Coordinator to be CEA LIST. The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2

In particular, the Coordinator shall be responsible for:

– monitoring compliance by the Parties with their obligations

– keeping the address list of Members and other contact persons updated and available

– collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority

– transmitting documents and information connected with the Project to any other Parties concerned

– administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3

– providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims

– overseeing and approving any planned communication related to the Project which doesn't fall within the provisions set forth under Article 8.4.2 ;

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.5

The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.5 Other Consortium Bodies

6.5.1 Ethics Committee

6.5.1.1 Members

The Ethics Committee is composed by the Task leaders of WP2 and is chaired by the leader of WP2.

6.5.1.2 Tasks

The tasks of the Ethics Committee are to:

- Address major ethical, legal, personal data and societal aspects relevant to the Project;
- Address gender and diversity related topics and potential issues arising during the course of the Project;
- Ensure the independency of the internal and external audits taking place during the course of the Project;
- Make the liaison with external ethics advisors, if any.

6.5.1.3 Procedures

The Ethics Committee can act on its own initiative or after having been contacted by a Party, a Consortium Body, or a third-party to this Consortium Agreement. The Ethics Committee may propose to the Parties concerned to be heard under appropriate confidential measures.

The Ethics Committee may notify the Coordinator, the Strategic Direction, the Executive Board, and/or the General Assembly of any information relevant to the scope of its tasks.

The Ethics Committee can also ask for an extraordinary meeting of the Strategic Direction, the Executive Board, and/or the General Assembly for topics relevant to the scope of its tasks.

6.5.1.4 Specific procedure for minutes of meetings

Minutes of Ethics Committee meetings, once accepted by its Members, shall be kept by its chairperson or communicated to the Coordinator, the Strategic Direction, the Executive Board, or the General Assembly, taking all the necessary measures to safeguard the confidentiality of the matter at hand as well as the interest of any party involved.

6.5.1.5 External ethics adviser

An external ethics adviser is appointed. He or she can directly contact the Coordinator and/or the Ethics Committee and can be directly contacted by the Coordinator and/or the Ethics Committee. The costs associated for project-level advisorship will be borne by the Coordinator.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and any external ethics adviser to be appointed. Its terms shall be not less stringent than those

stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged.

6.5.2 Project Management

The Project Management is comprised of the Coordinator, Leader of WP13 as well as the Project's national points of contacts (one Party in each state, which have been allocated efforts in WP13). For the sake of clarity, the Project's national points of contacts act out as point of contact for the following tasks:

- Financial reporting
- The Project's knowledge management

and they will be the privileged contacts for matters related to management aspects.

6.6 External Expert Advisory Board (EEAB), Associates council, Roadmap Committee, Partnership Committee, Dissemination Committee, and Security Advisory Board (SAB)

6.6.1 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) can be appointed and steered by the Strategic Direction. The EEAB shall assist and facilitate the decisions made by the General Assembly. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EEAB member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The chairperson, or a delegate, shall write the minutes of the EEAB meetings and prepare the implementation of the EEAB's suggestions. The EEAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights. This body is chaired by the Strategic Director (as set in 6.2.2).

6.6.2 Associates Council

Apart from the bodies described above, the Parties have foreseen an Associates Council. This additional body, consisting of selected European organizations not directly involved in the project as partners has two main missions. It supports and advises the Parties with experience and know-how throughout the project duration, providing inputs to roadmap and suggesting exploitation opportunities, reviewing technical and scientific progress. It also favors dissemination and exploitation of selected results from SPARTA to the Associates. Different communication activities may be used for this purpose, in particular through monthly workshops. To this end, all Parties understand that the members of the Associates Council will get early access to the Results only for the purpose of its missions and subject to prior authorization from the Parties that have generated such Results. This body is chaired by the Partnership Director (as set in 6.2.2).

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each member of the Associates Council. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier.

6.6.3 Roadmap Committee

Apart from the bodies described above, the Parties have foreseen a Roadmap Committee. This additional body, consisting of selected Parties, supports and advises the Parties towards

the definition of the roadmap during the work of the Project. This body is chaired by the Scientific Director (as set in 6.2.2).

6.6.4 Partnership Committee

Apart from the bodies described above, the Parties have foreseen a Partnership Committee. This additional body, consisting of selected Parties, supports and advises the Parties towards the definition of the clustering, platforms, and ecosystem activities during the work of the Project. This body is chaired by the Partnership Director (as set in 6.2.2).

6.6.5 Dissemination Committee

Apart from the bodies described above, the Parties have foreseen a Dissemination Committee. This additional body, consisting of selected Parties supports and advises the Parties towards dissemination matters. In particular, it handles the reviewing of plans of publications as set in Article 8.4.2. This body is chaired by the leader of WP12.

6.6.6 Security Advisory Board (SAB)

Apart from the bodies described above, the Parties have foreseen a Security Advisory Board. This additional body will identify and scrutinize project deliverables with the potential to lead to findings more sensitive than initially envisioned, in particular filtering out sensitive information prior to publication and managing the responsible disclosure process. This body will also be involved in the contractual agreement drafting and in the monitoring of the task carried out by CEA's subcontractor. This body is chaired by the Project Security Officer (Florent Kirchner, CEA).

7 Section: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

− the Consortium Plan

− the approval of reports by the Funding Authority, and

− the provisions of payment in Section 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 Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

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

7.1.4   Return of excess payments; receipts

7.1.4.1

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

7.1.4.2

In case a Party earns any receipt that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In case the relevant receipt is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.5   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 Funding Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2   Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3   Payments

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;

- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;

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

- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2

Funding of costs included in the Consortium Plan will be paid to Parties without undue delay after receipt from the Funding Authority.

- The pre-funding payment will be done as soon as it is received form the Funding Authority.

- The other payments are related with the Funding Authority contribution for the costs accepted by the Funding Authority and shall be paid to the Party concerned in a single payment, upon acceptance by the Funding Authority of the periodic financial reports.

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

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

8 Section: Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Where such joint Results are covered by intellectual property rights, the joint owners shall execute a joint ownership agreement regarding the allocation and the terms and conditions of Exploitation of the joint Results as soon as possible and before any industrial or commercial Exploitation.

Unless otherwise agreed:

− each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities and for educational and non-commercial teaching purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and

− each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

      (a) at least 45 calendar days advance notice; and

      (b) Fair and Reasonable compensation.

Notwithstanding the above, in case of joint ownership of Results developed and/or released under an Open Source License, each of the joint owners shall be entitled to Exploit the jointly owned Results as it sees fit, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

Subject to Article 8.3.2. below, in case a Party intends to transfer its share of a Result, the other joint owner(s) shall have a pre-emptive right to acquire said Results.

8.3.2

Each Party may identify specific third parties to whom it intends to transfer the ownership of its Results to in Attachment 3 to this Consortium Agreement. The other Parties hereby waive their

right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.3.3

The transferring Party shall, however, at the time of the transfer, inform 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 3 after signature of this Agreement requires a decision of the General Assembly.

8.3.4

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.4 Dissemination

8.4.1

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.2 Dissemination of own Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication, including complete draft of the publication, shall be submitted to the Dissemination Committee at least 30 calendar days before the submission. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 14 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication shall be deemed permitted.

8.4.2.2

An objection is justified if

(a) the protection of the objecting Party's Results or Background would be adversely affected;

(b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed;

(c) the proposed publication includes a Confidential Information of the objecting Party;

(d) the proposed publication is subject to ethical issues (see **Erreur ! Source du renvoi introuvable.**).

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

8.4.2.3

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 measures are taken following the discussion.

8.4.2.4

The disseminating Party and/or the Dissemination Committee agrees to contact the Ethics Committee, within an appropriate time frame, should it believe its planned publication may contain any information which may affect the public's interest (including, but not limited to, zero-day vulnerabilities), for review and advice, before publication.

In any event, the Ethics Committee, on its own initiative, or having being contacted by a Party or an appropriate Consortium Body, may object a publication, should it consider including such information.

8.5

The objecting Party can request a publication delay of not more than 60 calendar days from the time it raises such an objection. After 60 calendar days the publication is permitted.

8.5.1   Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity of another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published or licensed under Controlled License Terms.

8.5.2   Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.5.3   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.

9   Section: Access Rights

9.1   Background included

9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

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

9.2.2

Any Access Rights granted expressly exclude any rights to sublicense to third parties other than Affiliated Entities unless expressly stated otherwise or unless a party, such as a Research Organization, is unable to exploit directly the results and accordingly needs to sublicense the Access Right in order to carry out an Exploitation activity being specified that in such a case the possible sublicense shall be made by a traceable agreement specifying the attached terms and conditions and protecting the proprietary rights of the Party or Parties concerned..

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

Results 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. For the avoidance of doubt, this means that the owning Party may impose to the Party requesting an Access Right the execution of a separate license agreement.

9.2.7

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

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project are hereby requested (in accordance with the requirements of the Grant Agreement) and shall be deemed granted as of the date of the Grant Agreement entering into force for the duration of the Project on a royalty-free basis, unless otherwise agreed.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions and upon prior written agreement.

Access rights to Results for internal research activities and for educational and non-commercial teaching purposes are hereby requested (in accordance with the requirements of the Grant Agreement), and shall be deemed granted on a royalty-free basis, non-exclusive, basis to and by all Parties as of the date of the Grant Agreement entering into force.

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions and upon prior written agreement.

9.4.3

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4. so long as they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 4.

Any further Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which request to obtain Access Rights in return shall be requested to fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement 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 Results.

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 Grant Agreement 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

Each Party joining the Project in accordance with the provisions of the Grant Agreement and this Consortium Agreement after the date of the Grant Agreement entering into force, will be granted Access Rights, as provided for in Sections 9.1-9.6 above, effective as from the date of its signature of the declaration of accession, provided however, as regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

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 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 Results developed until the date of the termination of its participation.

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are also applicable to Software, mutatis mutandis.

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

It is understood that any request for Access Rights shall be made by writing and shall be granted by separate agreement.

9.8.1 Definitions relating to Software

"**Application Programming Interface**"

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

"**Controlled License Terms**" means terms in any license 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 license relating to the Work or Derivative Work be granted to any third party.

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

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

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

"**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

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.

Unless otherwise agreed by the owner of the Software, Access Rights to Software apply only to the Object Code (i.e. the compiled, assembled, or machine executable version of the Software).

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled License Terms in the Project requires the approval of the Strategic Direction to implement such introduction into the Consortium Plan. However, Parties have listed in Attachment 5 the Intellectual Property under Controlled License Terms that will be used in the Project and for which the Parties have upfront permission to use it in the Project.

9.8.3   Access to Software

Access Rights to Software that is Results 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 Exploitation of its own Results 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.

In any case, Access Rights shall be granted, only if Needed, and through a separate written agreement.

9.8.4   Software license and sublicensing rights

9.8.4.1   Object Code

9.8.4.1.1   Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, 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 as 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 exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 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 Section 9.2 of this Consortium Agreement.

9.8.4.1.2   Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, 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 Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API that is Background for Exploitation, 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 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results and provided that the Party owning the Source Code has given its prior written consent, shall comprise a right to use, to make copies, to modify, 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 Section 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 Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Background

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

9.8.5 Specific formalities

Each Access Rights and possible sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying the attached terms and conditions and protecting the proprietary rights of the Party or Parties concerned.

10 Section: Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") from January 28th, 2018 and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The term Confidential Information also includes each Party's software/prototypes/samples, possibly delivered during the duration of this Consortium Agreement by a Disclosing Party to a Recipient, being agreed between the Parties that the Recipient, unless otherwise agreed in the Grant Agreement or this Consortium Agreement or duly authorised in writing by the Disclosing Party: (i) may not in any way modify, adapt, develop, decompile, dismantle, disaggregate, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part – such software/ prototypes/samples, and (ii) shall ensure that the aforementioned prohibitions are complied with also by the Representatives involved and possibly to be involved in the Project by the Recipient.

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

− not to use Confidential Information otherwise than for the purpose for which it was disclosed;

- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party other than its Affiliated Entities listed in Attachment 4, who will be themselves bound by identical confidentiality commitments;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep copies of the Confidential Information to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;

- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;

- the Confidential Information was already known to the Recipient prior to disclosure, or

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

10.5

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

10.6

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

10.7

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

− notify the Disclosing Party, and

− comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

11 Section: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified Affiliated Entities)

Attachment 5 (Intellectual Property under Controlled License Terms)

Attachment 6 (Roles)

Attachment 7 (Work Package numbering and name)

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

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 that fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. 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 formal notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

If it is required in this Consortium Agreement (Sections 4.2, 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 between the Parties may also be effected by other means such as the consortium's general mailing e-mail list with acknowledgement of receipt, which fulfils the conditions of written form.

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

11.4 Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavor to settle their disputes amicably.

The Parties shall try to solve amicably any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments thereof, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

In case of dispute, Parties accept to meet and negotiate in good faith, in an effort to resolve the dispute, controversy or claim within 30 calendar days from its occurrence.

If the matter has not been resolved within such period, each Party is entitled to submit the dispute, controversy or claim to the sole competent courts of Brussels.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

12 Section Signatures

AS WITNESS:

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

1/44   Commissariat à l'Energie Atomique et aux Energies Alternatives

Signature(s)

Name(s) : Stéphane SIEBERT

Title(s) : Head of DRT

Date :

1/44   Commissariat à l'Energie Atomique et aux Energies Alternatives

2/44   Joanneum Research Forschungsgesellschaft Mbh

Signature(s)

Name(s) : Stéphane SIEBERT

Title(s) : Head of DRT

Date :

2/44   Joanneum Research Forschungsgesellschaft Mbh

3/44   Technikon Forschungs- Und Planungsgesellschaft Mbh

Signature(s)

Name(s) : Stéphane SIEBERT

Title(s) : Head of DRT

Date :

4/44   Centre D'excellence En Technologies De L'information Et De La Communication

Signature(s) :

Name(s) :

Title(s) :

Date :

5/44   Universite De Namur Asbl

Signature(s) :

Name(s) :

Title(s) :

Date :

5/44   Universite De Namur Asbl

6/44   CESNET Zajmove Sdruzeni Pravnickych osob

Signature(s) :

Name(s) :

Title(s) :

Date :

7/44 Vysoke Uceni Technicke V Brne

Signature(s) :

Name(s) :

Title(s) :

Date :

8/44   CZ.NIC, z. s. p. o.

Signature(s) :

Name(s) :

Title(s) :

Date :

9/44   Fortiss Gmbh

Signature(s) :

Name(s) :

Title(s) :

Date :

10/44   Fraunhofer Gesellschaft Zur Foerderung Der Angewandten Forschung E.V.

Signature(s) :

Name(s) :

Title(s) :

Date :

11/44   Sap Se

Signature(s) :

Name(s) :

Title(s) :

Date :

12/44   Technische Universitaet Muenchen, (TUM)

Signature(s) :

Name(s) :

Title(s) :

Date :

13/44 **Rheinische Friedrich-Wilhelms-Universitat Bonn**

Signature(s) :

Name(s) :

Title(s) :

Date :

14/44   Universität Konstanz

Signature(s) :

Name(s) :

Title(s) :

Date:

Jens Apitz

Chancellor of the University

Professor Dr. Daniel Keim

Chair acting for the purpose of the project

15/44   Tartu Ulikool

Signature(s) :

Name(s) :

Title(s) :

Date :

16/44   Kentro Meleton Asfaleias

Signature(s) :

Name(s) :

Title(s) :

Date :

17/44   National Center For Scientific Research "Demokritos"

Signature(s) :

Name(s) :

Title(s) :

Date :

18/44   Fundacio Eurecat

Signature(s) :

Name(s) :

Title(s) :

Date :

18/44   Fundacio Eurecat

19/44   Indra Sistemas Sa

Signature(s) :

Name(s) :

Title(s) :

Date :

20/44   Fundaction Tecnalia Research & Innovation

Signature(s) :

Name(s) :

Title(s) :

Date :

21/44 Fundacion Centro De Tecnologias De Interaccion Visual Y Comunicaciones Vicomtech

Signature(s) :

Name(s) :

Title(s) :

Date :

22/44   Secretariat General De La Defense Et De La Securite Nationale

Signature(s) :

Name(s) :

Title(s) :

Date :

23/44   Institut Mines-Telecom (IMT)

Signature(s) :

Name(s) :

Title(s) :

Date :

23/44   Institut Mines-Telecom (IMT)

24/44   Institut national de recherche en informatique et automatique

Signature(s) :

Name(s) : Mr. Bruno SPORTISSE
Title(s) : Chief Executive Officer
who delegates the signature of this agreement to
Mr. Stéphane UBEDA,
Director of Inria Rennes Bretagne Atlantique research center
Date:

25/44**Thales SIX GTS France SAS**

Signature(s) :

Name(s) :

Title(s) :

Date :

26/44   Yes We Hack

Signature(s) :

Name(s) :

Title(s) :

Date :

27/44 Consorzio Interuniversitario Nazionale Per L'informatica

Signature(s) :

Name(s) :

Title(s) :

Date :

28/44   Consorzio Nazionale Interuniversitario Per Le Telecomunicazioni

Signature(s) :

Name(s) :

Title(s) :

Date :

29/44   Consiglio Nazionale Delle Ricerche

Signature(s) :

Name(s) :

Title(s) :

Date :

30/44 Istituto Superiore Delle Comunicazioni E Delle Tecnologie Dell'informazione

Signature(s) :

Name(s) :

Title(s) :

Date :

31/44   Leonardo - Societa Per Azioni

Signature(s) :

Name(s) :

Title(s) :

Date :

32/44   Kauno Technologijos Universitetas

Signature(s) :

Name(s) :

Title(s) :

Date :

33/44   Lietuvos Kibernetiniu Nusikaltimu Kompetenciju Ir Tyrimu Centras

Signature(s) :

Name(s) :

Title(s) :

Date :

34/44   The General Jonas Zemaitis Military Academy Of Lithuania

Signature(s) :

Name(s) :

Title(s) :

Date :

34/44   The General Jonas Zemaitis Military Academy Of Lithuania

35/44   Mykolas Romeris University

Signature(s) :

Name(s) :

Title(s) :

Date :

35/44   Mykolas Romeris University

36/44   Luxembourg Institute of Science and Technology

Signature(s) :

Name(s) :

Title(s) :

Date :

37/44   "Security Made In Lëtzebuerg" (Smile) G.I.E.

Signature(s) :

Name(s) :

Title(s) :

Date :

38/44   Universite Du Luxembourg (Uni.lu)

Signature(s) :

Name(s) :

Title(s) :

Date :

39/44   Latvijas Mobilais Telefons

Signature(s) :

Name(s) :

Title(s) :

Date :

39/44   Latvijas Mobilais Telefons

40/44   Itti Sp Zoo

Signature(s) :

Name(s) :

Title(s) :

Date :

41/44   Naukowa I Akademicka Siec Komputerowa - Panstwowy Instytut Badawczy

Signature(s) :

Name(s) :

Title(s) :

Date :

42/44   Stowarzyszenie Polska Platforma Bezpieczenstwa Wewnetrznego

Signature(s) :

Name(s) :

Title(s) :

Date :

43/44   Inov Inesc Inovacao - Instituto De Novas Tecnologias

Signature(s) :

Name(s) :

Title(s) :

Date :

44/44   Instituto Superior Tecnico

Signature(s) :

Name(s) :

Title(s) :

Date :

Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as "data, know-how or information (…) that is needed to implement the action or exploit the results". Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

CEA LIST

As to CEA, it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Frama-C	According to LGPL v2.1 and BSD licenses	

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

JOANNEUM RESEARCH FORSCHUNGSGESELLSCHAFT

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

TECHNIKON

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

	implementation (Article 25.2 Grant Agreement)	

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

CENTRE D'EXCELLENCE EN TECHNOLOGIES DE L'INFORMATION ET DE LA COMMUNICATION

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

UNIVERSITE DE NAMUR ASBL

As to the best of CRIDS knowledge, no data, know-how or information of CRIDS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

CESNET ZAJMOVE SDRUZENI PRAVNICKYCH OSOB

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
IPFIXcol – collector of IP flow data	GPL version 2	GPL version 2
Nemea – tool for flow data analysis	GPL version 2	GPL version 2

Warden – tool for sharing of network alerts	3-clause BSD-style license	3-clause BSD-style license
Mentat – tool for analysis and storege of network alerts	3-clause BSD-style license	3-clause BSD-style license

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

VYSOKE UCENI TECHNICKE V BRNE

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

CZ.NIC, Z. S. P. O

As to CZ.NIC no data, know-how or information of CZ.NIC shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

FORTISS GMBH

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG

As to Fraunhofer no data, know-how or information of Fraunhofer shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

SAP SE

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

TECHNISCHE UNIVERSITAET MUENCHEN

As to **Technische Universitaet Muenchen (TUM)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of TUM, acting for the purpose of the project through its Chair of IT Security, represented by Prof. Dr. Claudia Eckert, shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

For the avoidance of doubt and for clarity, the following Background shall be expressly excluded:

- all Background generated by personnel, scientists or students at TUM other than those directly involved in the Project;
- all Background generated by personnel, scientists or students at TUM that are directly involved in the Project, which is outside the scope of the tasks to be performed by TUM according to the Consortium Plan of the Project;
- all Background which TUM, due to existing or pending third party rights, is unable to grant access rights to.

RHEINISCHE FRIEDRICH-WILHELMS-UNIVERSITÄT BONN

As to **Rheinische Friedrich-Wilhelms-Universität Bonn (UBO)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UBO, acting for the purpose of the project through its Institute for Informatik, CS 4 / IT Security, represented by Prof. Dr. Michael Meier, shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

For the avoidance of doubt and for clarity, the following Background shall be expressly excluded:

- all Background generated by personnel, scientists or students at UBO other than those directly involved in the Project;
- all Background generated by personnel, scientists or students at UBO that are directly involved in the Project, which is outside the scope of the tasks to be performed by UBO according to the Consortium Plan of the Project;
- all Background which UBO, due to existing or pending third party rights, is unable to grant access rights to.

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

UNIVERSITÄT KONSTANZ

As to **Universität Konstanz (UKON)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of UKON, acting for the purpose of the project through its personnel, scientists or students directly involved in the Project (e.g. Prof. Daniel Keim, Mr Johannes Häußler), shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

For the avoidance of doubt and for clarity, the following Background shall be expressly excluded:

- all Background generated by personnel, scientists or students at UKON other than those directly involved in the Project;
- all Background generated by personnel, scientists or students at UKON that are directly involved in the Project, which is outside the scope of the tasks to be performed by UKON according to the Consortium Plan of the Project;
- all Background which UKON, due to existing or pending third party rights, is unable to grant access rights to.

TARTU ULIKOOL

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

KENTRO MELETON ASFALEIAS

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS"

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

FUNDACIO EURECAT

As to EURECAT no data, know-how or information shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

INDRA SISTEMAS SA

As to Indra Sistemas S.A no data, know-how or information of Indra shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

FUNDACION TECNALIA RESEARCH & INNOVATION

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
TACIT Threat Model Database by Tecnalia.	Access rights for use will be granted solely for the use within SPARTA to parties in this CA. Non-disclosure clauses in Section 10 will be applied.	Access rights for exploitation are not granted. Developments on top of this background will be performed by Tecnalia and considered own Results unless Joint Ownership is demonstrated, where article 8.2 will be followed.
Plugin facilities by Tecnalia extending the open source OpenCert tool by several contributors - a product and process assurance / certification management tool to support the compliance assessment and certification of safety-critical systems.	Access rights for use will be granted solely for the use within SPARTA to parties in this CA. Non-disclosure clauses in Section 10 will be applied.	Access rights for exploitation are not granted. Developments on top of this background will be performed by Tecnalia and considered own Results unless Joint Ownership is demonstrated, where article 8.2 will be followed.
Sabotage Simulation-based fault injection tool for early safety assessment.	Access rights for use will be granted solely for the use within SPARTA to parties in this CA. Non-disclosure clauses in Section 10 will be applied.	Access rights for exploitation are not granted. Developments on top of this background will be performed by Tecnalia and considered own Results unless Joint Ownership is demonstrated, where article 8.2 will be followed.

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

VICOMTECH

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

SECRETARIAT GENERAL DE LA DEFENSE ET DE LA SECURITE NATIONALE

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

INSTITUT MINES-TELECOM

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET AUTOMATIQUE

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
RIOT is an open-source operating system for low-end IoT device. RIOT is published under LGPLv2.1 license.		
Techniques for fault injection in IoT device that include: • set up of the platform (pulse form, wavelength, transmitted power,...) • automatic acquisition of the signals and their treatments • automatic cartography of the device		
Sparkbench, licence MIT, (see https://gitlab.com/Artefaritaj/Sparkbench) open source software stack to automate experiments		
Libraries to extract information from the signals		
Wombat Wi-Fi tracking system This experimental Wi-Fi tracking system aims at improving user awereness toward physical tracking technologies and at experimenting new privacy-preserving mechanisms. Available as an open-source software at https://github.com/Perdu/wombat Licence : GNU GENERAL PUBLIC LICENSE (GPL), Version 3, 29 June 2007 This software has been developed by Célestin Matte and Mathieu Cunche during Célestin Matte's PhD thesis (see link above), at INSA Lyon, in Inria's PRIVATICS team, under a Région Rhône-Alpes's ARC7 funding.		
GTK Interface displaying information about Wi-Fi stations Available as an open-source software at https://github.com/cunchem/gtk-wifiscanner Licence : GNU GENERAL PUBLIC LICENSE (GPL), Version 2, June 1991 This software has been developed by Mathieu Cunche, at INSA Lyon, in Inria's PRIVATICS team.		
Mobilitics software		

Instrumented versions of Android and iOS and associated tools, developed by Inria (PRIVATICS team) and CNIL (LINC team) as part of the Mobilitics project. This software is not publicly available. It has been registered at APP jointly between Inria and CNIL under number IDDN.FR.001.400013.000.S.A.2015.000.10100.		
Bubo scanner for IoT connected devices This software aims at scanning and analyzing IoT devices, focusing on smarthome devices. It enables analyses on the wireless/wired networks, but also within smartphone applications. This software is under development, by Mathieu Thiery, Vincent Roca and Arnaud Legout, during Mathieu Thiery's PhD thesis. It is supported by the ANR 2016 DAPCODS/IOTics funding. This software is not publicly available.		
Event and Alert Correlation Techniques • An Automaton Based Correlation engine (ABE) has been developed in the context of the PANOPTESEC european project • A previous version of this correlation engine, GnG, was developed in the team a few years ago (developed mainly in the context of a PhD thesis). This version is slightly different of ABE, and allows for example richer correlation rules. Nevertheless, partial or incomplete detection is not possible, while it is in ABE.		
Automatic Generation of Correlation Rules • A proof of concept has been realised in the context of the phd thesis of Erwan Godefroy to generate correlation rules from attack descriptions relying on a base of knowledge • This correlation rule generator builds on M2D2 and its follow up M4D4, a data model specified in the context of the PhD thesis of Benjamin Morin (co-advised by Supélec, INSA and Orange). A tool for querying this model was written by Morin after his thesis, when he was associate professor at Supélec.		
Learning and Modelling of a distributed application normal behavior		

• An Intrusion Detection System relying on this type of model has been realised in the context of the phd thesis of David Lanoe		
A log analysis technique relying on causal dependency • A POC has been realised in the context of Charles Xonasavongsa phd thesis to analyse heterogeneous log files		
Hop.js (see http://hop.inria.fr/home/index.html)		
OpenWSN The OpenWSN project serves as a repository for open-source implementations of protocol stacks based on Internet of Things standards, using a variety of hardware and software platforms developed by Inria and University of California (see https://openwsn.atlassian.net/)"		

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

THALES SIX FRANCE SAS

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
AuthzForce "Attribute Based Access Control Framework" (https://github.com/authzforce)	Community Edition	Enterprise Edition licence
AAA: Fine-grained authorization (http://5gensure.eu/files/t31finegrainedauthorizationpdf)		
Trust: VNF Certification (http://5gensure.eu/files/t33vnfcertification-1pdf)		
Security Monitoring: PulSAR (Proactive Security Assessment and Remediation) (http://5gensure.eu/files/t34pulsarpdf)		

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

YES WE HACK

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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CONSORZIO INTERUNIVERSITARIO NAZIONALE PER L'INFORMATICA

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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CONSORZIO NAZIONALE INTERUNIVERSITARIO PER LE TELECOMUNICAZIONI

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

CONSIGLIO NAZIONALE DELLE RICERCHE

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

ISTITUTO SUPERIORE DELLE COMUNICAZIONI E DELLE TECNOLOGIE DELL'INFORMAZIONE

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

LEONARDO - SOCIETA PER AZIONI

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

KAUNO TECHNOLOGIJOS UNIVERSITETAS

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

LIETUVOS KIBERNETINIU NUSIKALTIMU KOMPETENCIJU IR TYRIMU CENTRAS

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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THE GENERAL JONAS ZEMAITIS MILITARY ACADEMY OF LITHUANIA

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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

Mykolas Romeris University

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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LUXEMBOURG INSTITUTE OF SCIENCE AND TECHNOLOGY

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Competence		
Security risk management	-/-	-/-
Cognitive effectiveness	-/-	-/-
Platform		
Smart-X platform and associated methodologies	Free access for research purpose only and during the project.	Specific agreement to be negotiated in fair and reasonable conditions for exploitation
Patents		
WO 2018/115514 Method for orchestrating reactions to complex attacks on computing systems	Free access for research purpose only and during the project.	Specific agreement to be negotiated in fair and reasonable conditions for exploitation

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

"SECURITY MADE IN LËTZEBUERG" (SMILE) G.I.E.

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation

	(Article 25.2 Grant Agreement)	(Article 25.3 Grant Agreement)

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UNIVERSITE DU LUXEMBOURG

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Dexpler: A Dalvik to Soot Jimple translator developed as a sub-module of Soot, is licensed under the GNU Lesser General Public License v2.1	See GNU Lesser General Public License v2.1	See GNU Lesser General Public License v2.1
ICCTA: an inter-component communication taint analysis for Android on top of the tool named FlowDroid, is licensed under the GNU Lesser General Public License v2.1	See GNU Lesser General Public License v2.1	See GNU Lesser General Public License v2.1
CID: a tool to automate the detection of API-related compatibility issues in Android Applications, is licensed under the GNU Lesser General Public License v3.0	See GNU Lesser General Public License v3.0	See GNU Lesser General Public License v3.0
Methods for constructing resilient systems, through fault and intrusion-tolerance and self-healing techniques, including protocols involving the use of hardware and/or	Access rights for use will be granted solely for the use within SPARTA to parties in this CA. Non-disclosure clauses in Section 10 will be applied.	Access rights for exploitation are not granted. Developments on top of this background will be performed by Tecnalia and considered own Results unless Joint Ownership is

software-level trusted-trustworthy components		demonstrated, where article 8.2 will be followed.
Velisarios (currently published open source), a framework for formally verifying the correctness of protocols	Access rights for use will be granted solely for the use within SPARTA to parties in this CA. Non-disclosure clauses in Section 10 will be applied.	Access rights for exploitation are not granted. Developments on top of this background will be performed by Tecnalia and considered own Results unless Joint Ownership is demonstrated, where article 8.2 will be followed.

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LATVIJAS MOBILAIS TELEFONS

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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ITTI SP ZOO

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)

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NAUKOWA I AKADEMICKA SIEC KOMPUTEROWA - PANSTWOWY INSTYTUT BADAWCZY

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Information related to attacks and malware activity collected by monitoring systems maintained by NASK, operational activity of CERT Polska, and from third-parties that allowed redistribution of their information. Access to the information will be provided through the n6 platform.	Information will be made available free of charge for the purpose of implementation of the project. The information cannot be shared with third parties without prior NASK consent.	Any exploitation of the information provided by NASK exceeding the implementation of the project is at the discretion of NASK.
n6: open source software and the instance maintained by CERT Polska (public service). The functionality of the software includes collection, and normalization of data, enrichment, storage mechanism and programming interfaces to distribute the data.	Access to the online service will be made available free of charge for the purpose of implementation of the project. Software is available under AGPLv3 license.	Any exploitation of the software and the service provided by NASK exceeding the implementation of the project is at the discretion of NASK.
mwdb: automated malware analysis service.	NASK will provide results from analysis of malware samples submitted by the partners. The software itself will not be made available.	Any exploitation of the service provided by NASK exceeding the implementation of the project is at the discretion of NASK.
mtracker: botnet tracking system	NASK will provide results from botnet tracking related to the malware samples or bot configurations submitted by the partners. The software itself will not be made available.	Any exploitation of the service provided by NASK exceeding the implementation of the project is at the discretion of NASK.

For the avoidance of doubt and for clarity, the following Background shall be expressly excluded:

- all Background generated by personnel at NASK other than those directly involved in the Project;
- all Background generated by personnel at NASK that are directly involved in the Project, which is outside the scope of the tasks to be performed by NASK according to the Consortium Plan of the Project;
- all Background which NASK, due to existing or pending third party rights, is unable to grant access rights to.

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STOWARZYSZENIE POLSKA PLATFORMA BEZPIECZENSTWA WEWNETRZNEGO

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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INOV INESC INOVACAO - INSTITUTO DE NOVAS TECNOLOGIAS

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
BP-IDS – Business process intrusion detection system	To be adapted to one project demonstration scenario	Exploitation, requires licensing.
Impact Assessment methodology based on petri nets and dependency graphs.	To be adapted to one project demonstration scenario	Exploitation, requires licensing.

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

INSTITUTO SUPERIOR TECNICO

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

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Attachment 2: Accession document

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version […, YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

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

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]
Signature(s)
Name(s)
Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]
Signature(s)
Name(s)
Title(s)

Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2

Centrale Supelec, 3 Rue Joliot Curie 91190 Gif Sur Yvette

INSA Lyon, 20 Avenue Albert Einstein, 69100 Villeurbanne

SAP Labs France, 805 Av Dr Maurice Donat 06250 Mougins

Attachment 4: Identified Affiliated Entities according to Section 9.5

For TECNALIA :
- Tecnalia Ventures, having its registered offices in Spain.

Attachment 5: Intellectual Property under Controlled License Terms

Attachment 6: Roles

At the start of the Project, the following representatives proposed by the Parties satisfying the basis for the role and validated by the Coordinator are as follows:

Role	Basis	Party	Representative
Strategic Director	Strategic Direction chair	CEA	Florent Kirchner
Scientific Director	WP3 leader	TUM	Claudia Eckert
Partnership Director	WP8 leader	CNR	Fabio Martinelli
Program Leader	WP4 to WP7 leaders	L3CE IMT CINI ITTI	Evaldas Bruze Hervé Debar Alessandro Armando Michal Choras

Attachment 7 (Work Package numbering and name)

For all intents and purposes, Parties agree that the Work Packages referenced in this Agreement by their respective numbering refer to the listed names hereunder:

WP numbering	Program numbering (if applicable)	Name
WP 1	/	CCN Governance and assessment
WP 2	/	Responsible innovation: ethical, legal and societal aspects
WP 3	/	Roadmap design
WP 4	Program 1	Program #1: T-SHARK – Full-spectrum cybersecurity awareness
WP 5	Program 2	Program #2: CAPE – Continuous assessment in polymorphous environments
WP 6	Program 3	Program #3: HAII-T – High-assurance intelligent infrastructure Toolkit
WP 7	Program 4	Program #4: SAFAIR – Secure and reliable AI systems for citizen
WP 8	/	Clustering, platforms, and ecosystem activities
WP 9	/	Cybersecurity training and awareness
WP 10	/	Sustainable exploitation and IPR
WP 11	/	Certification organization and support
WP 12	/	Dissemination and communication
WP 13	/	Project management
WP 14	/	Ethics requirements