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| Consortium Agreement – VALU3S – Verification and Validation of Automated Systems’ Safety and Security  |

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### CONSORTIUM AGREEMENT

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 the National Grant Agreements and is made on May 1st, 2020 , hereinafter referred to as the Effective Date

BETWEEN:

RISE Research Institutes of Sweden AB (RISE),

established in BRINELLGATAN 4, po box: 857, 501 15, BORAS Sweden, VAT Number: SE556464687401,
the Coordinator

STAM SRL (STAM),

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FONDAZIONE BRUNO KESSLER (FBK),

established in VIA S. CROCE 77 - 38122 Trento - Italy - tax code and VAT reg. no. 02003000227,

KNOWLEDGE CENTRIC SOLUTIONS SL (TRC),

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INSTITUTO SUPERIOR DE ENGENHARIA DO PORTO (ISEP),

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UNIVERSITA DEGLI STUDI DI GENOVA (UNIGE),

established in Via Balbi, 5, 16126 Genova, Italy, VAT Number: 00754150100, represented for the specific purpose hereof by his authorized representative established at DITEN Department, Via all’Opera Pia 11A, Genoa, Italy, Prof. Matteo Pastorino, Director of DITENDITEN,

CAMEA, spol. s r.o. (CAMEA),

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IKERLAN S. COOP (IKER),

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R G B MEDICAL DEVICES SA (RGB),

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ROBOAUTO S.R.O. (ROBO),

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ESKISEHIR OSMANGAZI UNIVERSITESI (ESOGU),

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KUNGLIGA TEKNISKA HÖGSKOLAN (KTH),

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STATENS VAG- OCH TRANSPORTFORSKNINGSINSTITUT (VTI),

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UNIVERSIDAD DE CASTILLA - LA MANCHA (UCLM),

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SIEMENS AKTIENGESELLSCHAFT OESTERREICH (SIEMENS),

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NXP SEMICONDUCTORS GERMANY GMBH (NXP-DE),

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PUMACY TECHNOLOGIES AG (PUMACY),

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United Technologies Research Centre Ireland, Limited CENTER (UTRCI),

established in PENROSE QUAY PENROSE WHARF PENROSE BUSINESS CENTRE FOURTH FLOOR po box: 000 CORK Ireland, VAT Number: IE9709267V,

NATIONAL UNIVERSITY OF IRELAND MAYNOOTH (NUIM),

established in CO KILDARE MAYNOOTH Ireland, VAT Number: IE9587715A,

Inovasyon Muhendislik Teknoloji Gelistirme Danismanlik San. Tic. Ltd. Sti (IMTGD),

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ERGUNLER INSAAT PETROL URUNLERI OTOMOTIV TEKSTIL MADENCILIK SU URUNLER SANAYI VE TICARET LIMITED STI. (ERARGE),

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OTOKAR Otomotiv ve Savunma Sanayi A.S. (OTOKAR),

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INTECS SOLUTIONS SPA (INTECS),

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LieberLieber Software GmbH (LLSG),

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AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH (AIT),

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ROUTE DE L'ORME DES MERISIERS PARC DES ALGORITHMES BATIMENT THALES SAINT-AUBIN 91193, GIF SUR YVETTE France, VAT Number: FR20504538745,

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Infotiv AB (INFOTIV),

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Berge Consulting AB (Berge),

established in Lindholmspiren 3a 41756 Sweden, Göteborg Sweden, VAT Number: SE556732305901,

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

relating to the Action entitled

Verification and Validation of Automated Systems’ Safety and Security

in short

VALU3S

as further described in the Project Description in Attachment 3 (project proposal and decision of grant), hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the ECSEL Joint Undertaking acting as the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020). The ECSEL Joint Undertaking is a partnership between the private and the public sectors for electronic components and systems.

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.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# 1. Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Affiliated Entity””

An Affiliated Entity of a Party means any legal entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts.

For the above purposes, "Control" of any legal entity shall exist through the direct or indirect:

1. ownership of more than 50% of the nominal value of the issued share capital of the legal entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or
2. right by any other means to elect or appoint directors of the legal entity (or persons performing similar functions) who have a majority vote.

Common Control through government does not, in itself, create Affiliated Entity status.

**“Background”**

Background means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

(a) is held by the Parties before the relevant Party acceded to the Agreement, and

(b) is needed to implement the action or exploit the results; and

(c) is listed in Attachment 1.

“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 the General Assembly.

“Defaulting Party”

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

“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.

“Force majeure”

Force majeure means any situation or event that:

* prevents or makes it unduly burdensome for a Party to fulfil their obligations under the Agreement,
* was an unforeseeable, exceptional situation and beyond the Party’s control; and
* was not due to error or negligence on their part; and proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

* any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, labour disputes or strikes, or
* financial difficulties.

"Funding Authority"

Funding Authority means the body awarding the grant for the Project: ECSEL Joint Undertaking.

"National Grant Agreement"

National Grant Agreement means the agreement to be signed between each Party and the funding authorities in its respective countries in order to receive the National/Regional/ESI Funding, when applicable.

"National Funding Authority"

Funding Authority means the national authorities responsible for the National/Regional/ESI Funding, when applicable.

“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 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 meaning that such Exploitation of own Results would, without the grant of Access Rights, cause an infringement or other illegal use of another Party’s rights or information.

“Results”

Results means any (tangible or intangible) output generated in the Project such as data, knowledge or information – whatever its form or nature, whether it can be protected or not – as well as any rights attached to it, including intellectual property rights. Results do not include Background.

“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 2: Purpose

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

# 3. Section 3: Entry into force, duration and termination

3.1 Entry into force

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

For the original Parties, listed above, this Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

After the Effective Date, an entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the 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 National Grant Agreement is not signed by the corresponding national agency or a Party, or;

- the Grant Agreement or any National Grant Agreement is terminated, or

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

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.

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

# 4. Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project in accordance with the Project Description, 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.

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), where the breach is confirmed in a decision by the General Assembly, the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days, or other reasonable time period as decided by the General Assembly, from the date of receipt of the written notice by the Party.

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains 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.

4.4 Personal data

In the event personal data are processed in the framework of this Consortium Agreement (hereinafter referred to as "Processing"), the Parties undertake to respect their obligations in application of regulations in force and, especially, the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (hereinafter referred to as “GDPR”).

The Parties agree that they, if provided to do so in accordance with GDPR, will enter into separate agreements regarding sharing of personal data.

# 5. Section 5: 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 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 wilful act or by a breach of confidentiality.

A Party’s aggregate liability towards the other Parties collectively shall be limited to once the Party’s share of the total costs of the Project as identified in Annex 2 of the Grant Agreement, provided such damage was not caused by a wilful act or gross negligence.

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

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties or Affiliated Entities 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, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

# 6. Section 6: Governance structure

6.1 General structure

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

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

Steering Committee as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

The Coordinator is the legal entity acting as the intermediary between the Parties and the 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.

Each work package leader is responsible for the full implementation of the tasks of the corresponding work package, in accordance with the Project Description.

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 of such consortium body;

may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson (or any Member until election of a chairperson or in the absence of a chairperson for any reason) of a Consortium Body shall convene meetings of that Consortium Body in accordance with the following:

|  |  |  |
| --- | --- | --- |
|  | Ordinary meeting | Extraordinary meeting |
| General Assembly | At least once a year | At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly |
| Steering Committee | • 3 meetingsduring thefirst year.• at least 2meetingsthefollowingyears.• Monthlyconferencecalls. | At any time upon written request of any Member of the Steering Committee |

6.2.2.2 Notice of a meeting

The chairperson(or any Member, until election of a chairperson or in the absence of a chairperson for any reason) 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 | 21 calendar days | 10 calendar days |
| Steering Committee | 7 calendar days | 1. calendar days
 |

6.2.2.3 Sending the agenda

The chairperson (or any Member until election of a chairperson or in the absence of a chairperson for any reason) of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

|  |  |
| --- | --- |
| General Assembly | 21 calendar days, 10 calendar days for an extraordinary meeting |
| Steering Committee | 7 calendar days  |

6.2.2.4 Adding agenda items:

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

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

|  |  |
| --- | --- |
| General Assembly | 14 calendar days, 7 calendar days for an extraordinary meeting  |
| Steering Committee | 2 calendar days  |

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

6.2.2.6 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means under consideration of 6.2.5.1.

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

6.2.2.8 Any decision may also be taken without a meeting if the chairperson circulates to all Members of the Consortium Body a proposition in the form of a written document, comprising the decision proposed as well as relevant background, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly in meetings 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 are present or represented.

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

6.2.3.3 A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

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

6.2.4 Veto rights

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

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting or information regarding the decision have been sent according to section 6.2.5.3.

6.2.4.4 When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

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

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

6.2.4.7 A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings and information regarding decisions

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting, which shall be the formal record of all decisions taken, as well as written information regarding decisions taken without a meeting according to section 6.2.2.8. He/she shall send the draft minutes / written information to all Parties within 10 calendar days of the meeting / decision.

6.2.5.2 The minutes shall be considered as accepted if, within 10 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 Parties and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in 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 authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

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

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly on all matters listed in Section 6.3.1.2 of this Consortium Agreement. This does not prevent the Parties to exercise their veto rights, according to Section 6.2.4.1, or to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

* Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
* Changes to the Consortium Plan
* Modifications to Attachment 1 (Background Included)

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
* Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
* Declaration of a Party to be a Defaulting Party
* Remedies to be performed by a Defaulting Party
* Termination of a Defaulting Party’s participation in the consortium and measures relating thereto
* Proposal to the Funding Authority for a change of the Coordinator
* Proposal to the Funding Authority for suspension of all or part of the Project
* Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

Steering Committee Members

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee shall consist of the Coordinator and the Parties appointed by the General Assembly.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

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

6.3.2.3.2 The Steering Committee shall seek a consensus among its members.

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

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

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

6.3.2.3.6 The Steering Committee shall:

* agree on the Members of the Project Management Team, upon a proposal by the Coordinator
* support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
* prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.
* In the case of abolished tasks as a result of a decision of the General Assembly, the Steering Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled, and comply with the conditions for such rearrangements established in the Grant Agreement and the applicable National Grant Agreements.

6.4 Coordinator

6.4.1 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.

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.

6.4.6. For the avoidance of doubt, the Coordinator doesn’t perform any intermediation between the Parties and the corresponding National Funding Authorities.

6.5 Project Management Team

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

6.6 External Advisory Board (EAB)

An External Advisory Board (EAB) will be appointed and steered by the Steering Committee. The EAB 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 EAB member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement,and it shall be executed no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the EAB meetings and prepare the implementation of the EAB's suggestions. The EAB members shall be allowed to participate in General Assembly meetings upon invitation but have not voting rights.

# 7. Section 7: Financial provisions

7.1 General Principles

7.1.0 As a consequence of the ECSEL JU three-partite funding the participants in ECSEL, the Project is funded by ECSEL JU and National Funding Authorities.

For the avoidance of doubt, this section is applicable to the grant funded by the Funding Authority (ECSEL JU). Any issues regarding national funding are a bilateral matter between each Party and the relevant National Funding Authority and are excluded from this Consortium Agreement.

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.

7.1.3.1 Return of excess payments; receipts

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

7.1.3.3 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.

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the 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.

7.3.2

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the 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.

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.

# 8. Section 8: Results

8.0 Ownership of Results

Results are owned by the Party that generates them. The Parties acknowledge that mandatory law or legal practice may stipulate that ownership of Results shall vest in the employees of a Party, in which case such employees shall be the owners. Where a Party’s employees shall own Results, such employing Party shall ensure that the other Parties’ rights (inter alia Access Rights) under this Consortium Agreement are upheld to the same extent as if the Party had been the owner.

Result generated solely by one Party is regarded as a “separate Result”, and shall be solely owned by such generating Party

8.1 Joint ownership

Result shall be regarded as “jointly owned Result” if it is generated by two or more Parties and it not possible to:

(i) establish the respective contribution of each Party, or

(ii) separate it for the purpose of applying for, obtaining or maintaining their protection

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities 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.

8.2 Transfer of Results

8.2.1 Each Party may transfer ownership of its own Results on its sole discretion, following the conditions set out in this Consortium Agreement, provided that the transferring Party ensures that the rights of the other Parties will not be affected by such transfer.

8.2.2 The obligations above apply only for as long as other Parties still have - or still may

request - Access Rights to the Results.

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 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 shall be given to the other Parties at least 15 calendar days before the publication. 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 10 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

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

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

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

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

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.3.2 Dissemination of another Party’s unpublished Results or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

# 9. Section 9: 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 can propose to the General Assembly to modify 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 unless expressly stated otherwise.

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.

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 shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

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

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

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.

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.

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

Affiliated Entities which obtain Access Rights in return 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.

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

9.5.1 Siemens and NXP exception: Sub-Licensing for Affiliated Entities

Not withstanding the foregoing of this section 9.5, and in deviation of Grant Agreement 25.4 and 31.4, when granting any Access Rights to Siemens and NXP under this Consortium Agreement, each Party hereby grants, or shall cause any Affiliated Entities owning any Background to grant, to Siemens and NXP a sub-licensing right, on any Background or Result to which Siemens and NXP is granted Access Rights under this Consortium Agreement, solely and exclusively for the benefit of Siemens’ and NXP’s Affiliated Entities. In sub-licensing any Access Rights to their Affiliated Entities, Siemens and NXP shall ensure that their Affiliated Entities are bound by the relevant and applicable rights and obligations provided under or pursuant to this Consortium Agreement, including without limitation appropriate undertaking as to confidentiality. The sublicenses shall not contain the right for the sublicensee to grant further sublicenses if the Access Rights do not explicitly grant rights for sublicensing.

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

In relation to the grant of such Access Rights according to Section 9.4, the circumstance that the whole Siemens and NXP corporations including all Siemens and NXP Affiliates may use Results and Background shall be taken into account in agreeing the Fair and Reasonable Conditions; once such Fair and Reasonable conditions have been settled, the sub-licensing to Siemens’ and NXP’s Affiliated Entities shall be royalty-free and fully paid.

9.5.2 Cessation of Affiliated Entities

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse, provided however that the provisions of paragraphs (A) and (B) below will apply with respect to:

1. any Results, or Background to which such legal entity has been granted Access Rights pursuant to the Grant Agreement and this Consortium Agreement; and
2. any Party's Confidential Information that has been used by such legal entity in accordance with the provisions of the Grant Agreement and this Consortium Agreement,

and that, at the time of cessation of such legal entity's Affiliated Entities’ status, the Background or Results to which Access Rights were granted has been:

* incorporated into the products, processes or services of such entity (hereinafter referred to as "Products, Processes and Services"); or
* amalgamated with such legal entity's own information.

(A) With respect to such Confidential Information: such Legal Entity may continue to use the Confidential Information in its products, processes and services in a manner in which the Confidential Information was being used prior to the time of cessation of such legal entity's Affiliated Entity status.

(B) With respect to such Background, and Results other than Confidential Information: at the request of such legal entity, the Parties shall grant non-exclusive licenses to such legal entity under such Background, and Results for use in such Legal Entity's Products, Processes and Services on the same terms and conditions as the corresponding Access Rights granted in accordance with the Grant Agreement and this Consortium Agreement to the Party of which such legal entity was an Affiliated Entity, provided that no commercial interest of such Parties opposes the grant of such licenses.

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

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 of the General Assembly to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the 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 applicable also to Software.

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

# 10. Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of communication, which is (i) disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”), or otherwise obtained or identified by the Recipient, in connection with the Project during its implementation 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, or (ii) Results developed by a Party, is “Confidential Information”.

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 (other than, on a need-to-know basis, to its Affiliated Entities, Subcontractors) without the prior written consent by the Disclosing Party or the party owning the information. Recipient shall ensure that Affiliated Entities or Subcontractors are subject to confidentiality obligations, not less strict than those of this Consortium Agreement, concerning the Confidential Information prior to any disclosure by Recipient to such Affiliated Entity or Subcontractor;
* 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 a copy 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 complies 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 or the party owning the Confidential Information 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
* 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 disclosure of the Confidential Information is in compliance with mandatory applicable laws or regulations or with a court or administrative order..

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: 11: 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 (Project Description)

In case the terms of this Consortium Agreement are in conflict with the mandatory 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 notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

If it is required in this Consortium Agreement (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.

Other communication:

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

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all 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. Any approval is not needed if such assignement or transfer is made to an Affiliated Entity, or is in connection with a re-organization, acquisition, merger, or divestment of at least that part of the Party that is primarily involved in this Consortium Agreement.

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 endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, which is not settled by the disputing Parties themselves within 30 days of its arisal, shall be notified to the Coordinator or, if the Coordinator is one of the Parties in the dispute, the General Assembly. If the General Assembly is notified, it shall appoint a representative to assist in settling the dispute. The Coordinator or, if applicable, the representative of the General Assembly shall assist in trying to solve the dispute between the Parties.

If the dispute has not been settled within a time period of 60 days of the Parties notifying it to the Coordinator or the General Assembly, or another time period if the disputing Parties and the Coordinator or General Assembly representative so agree, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

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

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

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

Subject to the extent permitted by applicable law and the confidentiality provisions and exceptions of section 10, the Parties undertake and agree, without limitation in time, to keep all imediation, arbitration and/or other legal proceedings strictly confidential as far as legally possible. This confidentiality undertaking shall, unless otherwise agreed by the affected Parties, pertain to all information disclosed in the course of such proceedings, as well as any agreement, decision or award that is made or declared during the proceedings. A Party shall not however be prevented from disclosing such information in order to safeguard its rights in relation to another party to the dispute, or if obliged or allowed to disclose the information pursuant to statute, regulation, authority decision, a stock exchange contract, applicable mandatory law (e.g. the Swedish legal provisions governing public access to documents “*Offentlighets- och sekretesslag (2009:400)*”) or the like.

# 12 Section 12: Signatures

AS WITNESS:

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

(Signature pages will follow)

RISE RESEARCH INSTITUTES OF SWEDEN AB

Signature(s)

Name(s)

Title(s)

Date

STAM SRL

Signature(s)

Name(s)

Title(s)

Date

FONDAZIONE BRUNO KESSLER

Signature(s)

Name(s)

Title(s)

Date

KNOWLEDGE CENTRIC SOLUTIONS SL

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITA DEGLI STUDI DELL'AQUILA

Signature(s)

Name(s)

Title(s)

Date

INSTITUTO SUPERIOR DE ENGENHARIA DO PORTO

Signature(s)

Name(s)

Title(s)

Date

UNIVERSITA DEGLI STUDI DI GENOVA

Signature(s)

Name(s)

Title(s)

Date

CAMEA

Signature(s)

Name(s)

Title(s)

Date

IKERLAN S. COOP

Signature(s)

Name(s)

Title(s)

Date

R G B MEDICAL DEVICES SA

Signature(s)

Name(s)

Title(s)

Date

UNIVERSIDADE DE COIMBRA

Signature(s)

Name(s)

Title(s)

Date

VYSOKE UCENI TECHNICKE V BRNE

Signature(s)

Name(s)

Title(s)

Date

ROBOAUTO S.R.O.

Signature(s)

Name(s)

Title(s)

Date

ESKISEHIR OSMANGAZI UNIVERSITESI

Signature(s)

Name(s)

Title(s)

Date

KUNGLIGA TEKNISKA HÖGSKOLAN

Signature(s)

Name(s)

Title(s)

Date

STATENS VAG- OCH TRANSPORTFORSKNINGSINSTITUT

Signature(s)

Name(s)

Title(s)

Date

UNIVERSIDAD DE CASTILLA - LA MANCHA

Signature(s)

Name(s)

Title(s)

Date

FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V.

Signature(s)

Name(s)

Title(s)

Date

SIEMENS AKTIENGESELLSCHAFT OESTERREICH

Signature(s)

Name(s)

Title(s)

Date

RULEX INNOVATION LABS SRL

Signature(s)

Name(s)

Title(s)

Date

NXP SEMICONDUCTORS GERMANY GMBH

Signature(s)

Name(s)

Title(s)

Date

PUMACY TECHNOLOGIES AG

Signature(s)

Name(s)

Title(s)

Date

UNITED TECHNOLOGIES RESEARCH CENTRE IRELAND, LIMITED CENTER

Signature(s)

Name(s)

Title(s)

Date

NATIONAL UNIVERSITY OF IRELAND MAYNOOTH

Signature(s)

Name(s)

Title(s)

Date

INOVASYON MUHENDISLIK TEKNOLOJI GELISTIRME DANISMANLIK SAN. TIC. LTD. STI

Signature(s)

Name(s)

Title(s)

Date

ERGUNLER INSAAT PETROL URUNLERI OTOMOTIV TEKSTIL MADENCILIK SU URUNLER SANAYI VE TICARET LIMITED STI.

Signature(s)

Name(s)

Title(s)

Date

OTOKAR OTOMOTIV VE SAVUNMA SANAYI A.S.

Signature(s)

Name(s)

Title(s)

Date

TECHY BILISIM TEKNOLOJILERI DANISMANLIK SANAYI VE TICARET LIMITED SIRKETI

Signature(s)

Name(s)

Title(s)

Date

ELECTROTECNICA ALAVESA SL

Signature(s)

Name(s)

Title(s)

Date

INTECS SOLUTIONS SPA

Signature(s)

Name(s)

Title(s)

Date

LIEBERLIEBER SOFTWARE GMBH

Signature(s)

Name(s)

Title(s)

Date

AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH

Signature(s)

Name(s)

Title(s)

Date

E.S.T.E. SRL

Signature(s)

Name(s)

Title(s)

Date

NXP SEMICONDUCTORS FRANCE SAS

Signature(s)

Name(s)

Title(s)

Date

BOMBARDIER TRANSPORTATION SWEDEN AB

Signature(s)

Name(s)

Title(s)

Date

QRTECH AKTIEBOLAG

Signature(s)

Name(s)

Title(s)

Date

CAF SIGNALLING S.L

Signature(s)

Name(s)

Title(s)

Date

PERCEIVE3D SA

Signature(s)

Name(s)

Title(s)

Date

MONDRAGON GOI ESKOLA POLITEKNIKOA JOSE MARIA ARIZMENDIARRIETA S COOP

Signature(s)

Name(s)

Title(s)

Date

INFOTIV AB

Signature(s)

Name(s)

Title(s)

Date

BERGE CONSULTING AB

Signature(s)

Name(s)

Title(s)

Date

Attachment 1: Background included

XXX