

EMPIR Consortium Agreement¹

BETWEEN:

NPL Management Ltd, (NPL), as EURAMET National Metrology Institute, the Coordinator

Cesky Metrologický Institut, (CMI), as EURAMET National Metrology Institute

Istituto Nazionale di Ricerca Metrologica, (INRIM), as EURAMET National Metrology Institute

Laboratoire national de métrologie et d'essais, (LNE), as EURAMET National Metrology Institute

Observatoire de Paris, (OBSPARIS), as EURAMET Designated Institute

Physikalisch-Technische Bundesanstalt, (PTB), as EURAMET National Metrology Institute

Türkiye Bilimsel ve Teknolojik Arastırma Kurumu, (TUBITAK), as EURAMET National Metrology Institute

Teknologian tutkimuskeskus VTT Oy, (VTT), as EURAMET National Metrology Institute

København's Universitet, (KU)

Gottfried Wilhelm Leibniz Universität Hannover, (LUH)

Uniwersytet Mikołaja Kopernika w Toruniu (UMK)

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

relating to the Action entitled

**[Optical clocks with 1E-18 uncertainty]
[OC18]**

hereinafter referred to as "Project"

¹ The EMPIR Consortium Agreement is based upon the DESCA-Horizon 2020 Model Consortium Agreement

Preamble

EURAMET e. V. which was established in 2007 under German law as a non-profit association is the dedicated implementation structure of the European Metrology Programme for Innovation and Research (EMPIR). It is the European Regional Metrology Organisation, which coordinates the cooperation of National Metrology Institutes (NMI) and Designated Institutes (DI) of Europe.

EURAMET has decided to set up EMPIR, jointly funded by the European Union and the participating countries. The participation of the European Commission, on behalf of the European Union, has been approved by Decision No 555/2014/EU of the European Parliament and of the Council of 15 May 2014 on the participation of the Union in a European Metrology Programme for Innovation and Research (EMPIR) jointly undertaken by several Member States (hereinafter the "Decision").

Based on this Decision and 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 "the Rules"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, EURAMET receives funding from the European Union for EMPIR.

The EURAMET Management Support Unit (hereinafter the "EURAMET-MSU") shall be responsible for the implementation and the day-to-day management of EMPIR.

The Parties have submitted a proposal for a Joint Research Project (JRP) to EURAMET as part of the Targeted Programme (TP) **SI Broader Scope 2015**. The proposal for this Project was selected in accordance with the EURAMET process and following a public call for proposal.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

"Consortium"

The Parties together with the Coordinator form the Consortium.

"Needed"

means:

For the implementation of the Project:

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

For 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.

"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.

“Defaulting Party”

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

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

This Consortium Agreement shall have effect from <1st May 2016>, hereinafter referred to as the Effective Date.

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

An entity becomes a 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

3.2.1 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.

3.2.2 If the Grant Agreement

- is not signed by EURAMET or a Party, or
- is terminated,

or if 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 (Section 9) and Confidentiality (Section 11), for the time period mentioned therein, as well as for Liability (Section 5), Applicable law (Section 12.7) and Settlement of disputes (Section 12.8) 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 Management Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the 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 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), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Management Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Management Board 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.

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 fifty thousand (50,000) euros or to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement, whichever is greater, provided such damage was not caused by a wilful act or gross negligence.

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 Management Board 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 Management Board.

Section 6: Governance structure (Not negotiable!)

6.0 The Consortium forms the following Consortium Bodies:

- The (acronym) Coordinator
- The (acronym) Management Board
- The (acronym) Committee of EURAMET NMI and DIs

6.1 Coordinator

6.1.1 The Coordinator is the legal entity acting as the intermediary between the Parties and EURAMET e.V. and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement. The Parties agree to abide by the instructions given by the Coordinator.

6.1.2 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 EURAMET e. V.
- transmitting documents and information connected with the Project to any other Parties concerned

- administering the financial contribution together with the EURAMET-MSU
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.1.3 If the Coordinator fails in its coordination tasks, the Committee of EURAMET NMIs and DIs may propose to EURAMET e. V. to change the Coordinator.

6.1.4 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

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

6.2 Management Board

6.2.1 Composition

The Management Board shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.2.3. of this Consortium Agreement.

The Coordinator shall chair all meetings of the Management Board.

The Parties agree to abide by all decisions of the Management Board.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 12 of this Consortium Agreement.

6.2.2 Operational procedures for the Management Board

6.2.2.1 Representation in meetings

Any 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.

6.2.2.2 Preparation and organisation of meetings

6.2.2.2.1 Convening meetings:

The Coordinator shall convene meetings of the Management Board at least once every nine months and shall also convene extraordinary meetings at any time upon written request of any Member. The Coordinator shall give notice in writing of a meeting to each Member as soon as possible and no later than 30 calendar days preceding any meeting.

6.2.2.2.2 Written voting

Any decision may also be taken without a meeting if the Coordinator circulates to all Members a written document which is then approved and signed by the defined majority of Members (6.2.2.3). Such document shall include the deadline for responses.

6.2.2.2.3 Meetings of the Management Board may also be held by teleconference or other telecommunication means.

6.2.2.3. Voting rules

6.2.2.3.1 The Management Board shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). The Management Board will attempt to reach decisions by consensus whenever possible. All Members shall have one vote. Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast. In the event of a tied vote, the Coordinator shall have the casting vote.

6.2.2.3.2 Defaulting Parties may not vote.

6.2.2.4. Veto rights

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

6.2.2.4.2 In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.

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

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

6.2.2.5 Minutes of meetings

6.2.2.5.1 The Coordinator shall produce written minutes of each meeting which shall be the formal record of all decisions taken within two months.

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

6.2.2.5.3 The Coordinator shall send the accepted minutes to all the Members of the Management Board, and shall safeguard them.

6.2.3. Decisions of the Management Board

The Management Board is responsible for all matters with which the Consortium is concerned unless the responsibility for such matters has been entrusted to another body by this Consortium Agreement. The Management Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Management Board:

- Proposals for changes to Annexes 1 (Description of the action) and 2 (Estimated budget for the action) of the Grant Agreement to be agreed by EURAMET e. V.
- Acknowledgement of changes of Attachment 1 (Background included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)

- Additions to Attachment 4 (Identified Affiliated Entities)
- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Identification of a Defaulting Party.

6.3 Committee of EURAMET NMIs and DIs

The EURAMET NMIs and EURAMET DIs which participate in the project have supplementary obligations in terms of financial liability for EURAMET (see Art. 44 of the EMPIR Grant Agreement) . Therefore they form the Committee of EURAMET NMIs and DIs and will be given specific responsibilities in the Consortium as set out in Section 6.3.2.

The Parties agree to abide by all decisions of the Committee of EURAMET NMIs and DIs.

6.3.1 Composition

The Committee of EURAMET NMIs and DIs consists of one representative of the EURAMET NMIs and DIs which participate in the project.

The Coordinator shall chair all meetings of the Committee of EURAMET NMIs and DIs.

6.3.2 Operational procedures for the Committee of EURAMET NMIs and DIs

The provisions of 6.2.2.1 (Representation in meetings), 6.2.2.2 (Preparation and organisation of meetings), 6.2.2.3 (Voting rules), 6.2.2.4 (Veto rights) and 6.2.2.5 (Minutes of the meetings) apply correspondingly.

6.3.3 Responsibilities

The following decisions shall be taken by the Committee of EURAMET NMIs and DIs:

- Proposal to change the Coordinator
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Suspension of the action implementation
- Termination of this Consortium Agreement.

Section 7: Financial provisions

7.1 General Principles

A Party shall be funded only for its tasks carried out in accordance with Annex 1 of the Grant Agreement.

7.2 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 EURAMET. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs.

7.3 Funding Principles

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

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

7.4 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 EURAMET. 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.

Section 8: Results

8.0 Ownership of Results

Results are owned by the Party that generates them.

8.1 Joint ownership

Where several Parties have jointly carried out work generating joint Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such results. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership, in particular the use, the application for protective rights, division of related cost and the dissemination. Each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities and educational purposes on a royalty-free basis.

However, where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

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

8.2 Transfer of Results

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

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement.

8.2.3 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 other Party may object within 30 calendar days of receiving notification (or less if agreed in writing), if it can show that the transfer would adversely affect its access rights. In this case, the transfer may not take place until agreement has been reached between the Parties concerned.

Any addition to Attachment (3) after signature of this Agreement requires a decision of the Management Board.

8.2.4 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.

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

Section 9: Access Rights

9.1 Background included

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

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

- (a) is held by the Parties before they acceded to the Agreement, and
- (b) is Needed to implement the Project or to Exploit the Results.

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

9.1.2 Any Party can notify the Management Board to modify its Background included in Attachment 1.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Grant Agreement and its Annexes 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 and for educational purposes 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 after the termination of the requesting non-defaulting 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., if 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. 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.

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

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

9.6 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

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 Management Board to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

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

Section 10: Dissemination of Results

10.1 Dissemination of own Results

10.1.1 During the Project and for a period of 1 year after the end of the Project, the dissemination and publication 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 written notice of any planned publication shall be given to the other Parties at least 45 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 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

10.1.2 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.

10.1.3 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 60 calendar days from the time it raises such an objection. After 60 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.

10.2 Repository

All Parties ensure open access (free of charge, online access for any user) to all peer-reviewed scientific publications relating to its results. In particular, the Parties shall as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in the EURAMET repository for scientific publications.

10.3 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.

10.4 Cooperation obligations

The Parties undertake to cooperate to support 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.

10.5 Use of names, logos or trademarks

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

Section 11: Non-disclosure of information

11.1 All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") 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, is "Confidential Information".

11.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of four (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;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. 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.

11.3 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.

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 11.7 hereunder.

11.5 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.

11.6 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.

11.7 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.

Section 12: Miscellaneous

12.1 Inconsistencies and severability

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 which fulfils the purpose of the original provision.

12.2 No representation, partnership or agency

Except as otherwise agreed, 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.

12.3 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 that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

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

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

12.4 Assignment and amendments

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

12.5 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.

12.6 Language

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

12.7 Applicable law

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

12.8 Settlement of disputes

Any dispute under this Consortium Agreement will be settled amicably as far as possible.

If no solution is found, the dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

12.9 Visiting Researcher Agreement

In order to foster collaboration under this Consortium Agreement and upon mutual agreement, the Parties may send researchers to another Party where the visiting researchers will have access to facilities and know-how. In this case, a Visiting Researcher Agreement should be concluded between the Parties concerned, if deemed necessary.

Attachments:

This Consortium Agreement consists of this core text and:

Attachment 1: (Background included) – *model provided*

Attachment 2: (Accession document) – *model provided*

Attachment 3: (~~List of Third Parties for simplified transfer according to Section 8.2.2) (if applicable)~~

Attachment 4: (~~Identified Affiliated Entities) (if applicable)~~

Attachment 5: (Letter of Agreement) – *model provided*

SIGNATURES:

Authorised to sign for and on behalf of the Coordinator

Partner 1: NPL Management Ltd

Name of legal entity of the Coordinator

Tallulah Sutherland-Spedding

Name of authorised Representative

Commercial Manager

Function of authorised Representative

Signature of authorised Representative

Date

Authorised to sign for and on behalf of

Partner 2: Cesky Metrologicky Institut, (CMI)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 3: Istituto Nazionale di Ricerca Metrologica, (INRIM)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 4: Laboratoire national de métrologie et d'essais, (LNE)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 5: Observatoire de Paris, (OBSPARIS)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 6: Physikalisch-Technische Bundesanstalt, (PTB)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 7: Turkiye Bilimsel ve Teknolojik Arastirma Kurumu, (TUBITAK)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 8: Teknologian tutkimuskeskus VTT Oy, (VTT)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 9: Kobenhavns Universitet, (KU)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 10: Gottfried Wilhelm Leibniz Universität Hannover, (LUH)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Partner 11: Uniwersytet Mikołaja Kopernika w Toruniu (UMK)

Name of legal entity of the Party

Name of authorised Representative

Function of authorised Representative

Signature of authorised
Representative

Date

Authorised to sign for and on behalf of

Name of legal entity of the Party

Name of authorised Representative


Function of authorised Representative

Signature of authorised
Representative

Date

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Document Control Page

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