CONSORTIUM AGREEMENT

FOR RESEARCH AND INNOVATION ACTIONS UNDER HORIZON 2020

DataBio: Data-Driven Bioeconomy

H2020 ICT-15-2016
Big Data PPP: Large Scale Pilot Actions in Sectors Best Benefiting from Data-Driven Innovation

Version 1.0
 2017-03-03

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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 is made on **1st of January 2017**, hereinafter referred to as the Effective Date

BETWEEN:
1. INTRASOFT INTERNATIONAL SA (BE), the **Coordinator**
2. Lesprojekt - sluzby s.r.o. (CZ)
3. ZAPADOCESKA UNIVERZITA V PLZNI (CZ)
4. FRAUNHOFER- GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V., Hansastr 27c, 80686 Munich, Germany, acting as legal entity for its institute IGD (DE)
5. ATOS SPAIN SA Sociedad Unipersonal (ES)
6. STIFTELSEN SINTEF (NO)
7. SPACEBEL SA (BE)
8. VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK N.V. (BE)
9. INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK (PL)
10. CIAOTECH Srl (IT)
11. EMPRESA DE TRANSFORMACION AGRARIA SA (ES)
12. INSTITUT FUR ANGEWANDTE INFORMATIK (INFAI) EV (DE)
13. Neuropublic A.E. PLIROFORIKIS & EPIKOINONION (EL)
14. Ústav pro hospodářskou úpravu lesů Brandýs nad Labem (CZ)
15. INNOVATION ENGINEERING SRL (IT)
16. Teknologian tutkimuskeskus VTT Oy (FI)
17. SINTEF Ocean AS (NO)
18. Finnish Forest Centre (FI)
19. IBM ISRAEL - SCIENCE AND TECHNOLOGY LTD (IL)
20. MHG SYSTEMS OY - MHGS (FI)
21. NB ADVIES BV (NL)
22. CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI DELL'ECONOMIA AGRARIA (IT)
23. FUNDACION AZTI - AZTI FUNDAZIOA (ES)
24. Kings Bay AS (NO)
25. Eros AS (NO)
26. Ervik & Saevik AS (NO)
27. Liegruppen Fiskeri AS (NO)
28. E-GEOS SPA (IT)
29. DANMARKS TEKNISKE UNIVERSITET (DK)
30. Federunacoma S.r.l. Unipersonale (IT)
31. CSEM CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA - RECHERCHE ET DEVELOPPEMENT (CH) as beneficiary not receiving EU funding
32. UNIVERSITAET ST. GALLEN (CH) as beneficiary not receiving EU funding
33. Norges Sildesalgslag SA (NO)

34. EXUS SOFTWARE LTD (UK)
35. CYBERNETICA AS (EE)
36. GAIA EPICHEIREIN ANONYMI ETAIREIA PSIFIAKON YPIRESION (EL)
37. SOFTEAM (FR)
38. FUNDACION CITOLIVA, CENTRO DE INNOVACION Y TECNOLOGIA DEL OLIVAR Y DEL ACEITE (ES)
39. TERRASIGNA SRL (RO)
40. ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS (EL)
41. METEOROLOGICAL AND ENVIRONMENTAL EARTH OBSERVATION SRL (IT)
42. Echebastar Fleet, S.L.U. (ES)
43. NOVAMONT SPA (IT)
44. Senop Oy (FI)
45. UNIVERSIDAD DEL PAIS VASCO/ EUSKAL HERRIKO UNIBERTSITATEA (ES)
46. OPEN GEOSPATIAL CONSORTIUM (EUROPE) LIMITED LBG (UK)
47. ZETOR TRACTORS a.s. (CZ)
48. Cooperativa Agricola Cesenate Società Coperativa Agricola (IT)

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

relating to the Action entitled

Data-Driven Bioeconomy

in short

DataBio

hereinafter referred to as "Project"

The *DataBio* project targets the data intensive sector of the Data-Driven Bioeconomy, focusing in production of best possible raw materials from agriculture, forestry and fishery/aquaculture for the bioeconomy industry to produce food, energy and biomaterials taking into account also various responsibility and sustainability issues. *DataBio* proposes to deploy a state of the art, big data platform on top of the existing partners' infrastructure and solutions - the Big DATABIO Platform.The work will be continuous cooperation of experts from end user and technology provider companies, from bioeconomy and technology research institutes, and of other partners. In the pilots also associated partners and other stakeholders will be actively involved. The selected pilots and concepts will be transformed to pilot implementations utilizing co-innovative methods and tools where the bioeconomy sector end user experts and other stakeholders will give input to the user and sector domain understanding for the requirements specifications for ICT, Big Data and Earth Observation experts and for other solution providers in the consortium. Based on the preparation and requirement specifications work the pilots are implemented utilizing and selecting the best suitable market ready or almost market ready Big Data and Earth Observation methods, technologies, tools and services to be integrated to the common Big DATABIO Platform. During the pilots the close cooperation continues and feedback from the bioeconomy sector user companies will be utilized in the technical and methodological upgrades to pilot implementations. Based on the pilot results and the new solutions also new business

opportunities are expected. In addition, during the pilots the end user utilizers are participating trainings to learn how to use the solutions and developers also outside the consortium will be activated in the Hackathons to design and develop new tools, services and application for the platform.

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)

The 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:

Section 1   Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein and where not defined herein, they shall have the meaning defined in the Grant Agreement including its Annexes and if not defined there, the definitions of the Rules apply .

1.2 Additional Definitions

"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.

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

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

"**Needed**"

Needed means:

- For the implementation of the Project:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be 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.

"**Party(ies)**"
Party means a legal entity detailed at the head of the Consortium Agreement and signing the Consortium agreement, and/or any new legal entity acceding to the Consortium Agreement in accordance with Section 3.1 below on execution of the accession document; and Parties means any two or more or all of them.

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

Section 2   Purpose

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

Section 3   Entry into force, duration and termination

3.1   Entry into force

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

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

A legal entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by this entity 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:

a) by a non-Defaulting Party by the decision of the General Assembly and subject without limitation to Sections 3.3 and 9.7.2.1.2; or

b) for a Defaulting Party subject and without limitation to Sections 3.3, 4.2 and 9.7.2.1.1.

The other Parties shall not unreasonably withhold their consent to an application by a Party to terminate its participation in this Consortium Agreement. The Parties acknowledge and agree that termination of the participation in the Consortium Agreement requires also the termination of the participation in the Grant Agreement subject to the terms and conditions provided thereon in the Grant Agreement.

If
- the Grant Agreement is not signed by the Funding Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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.

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 after becoming aware of it, 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), 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 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.

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 intellectual property right 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 any intellectual property right of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

5.2.1   No Party shall be responsible to any other Party, even if such Party was informed or aware of the possibility thereof, 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 gross negligence.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to the greater of (a) once the Party's share of the total costs of the

Project as identified in Annex 2 of the Grant Agreement or (b) the sum of two hundred thousand euros (€200 000), 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.

5.2.2   The exclusions and limitations of liability stated above shall not apply in respect of Death or injury to natural persons caused by the negligence of such Party, its directors, employees, agents or subcontractors.

5.3   Damage caused to third parties

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

5.4   Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.
Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay describing the Force Majeure event, its anticipated duration and use reasonable efforts to resume performance as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 consecutive weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

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; and Management 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.

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least every six months	At any time upon written request of the Management Committee or 1/3 of the Members of the General Assembly, not later than within 30 days from the request
Management Committee	At least every three months	At any time upon written request of any Member of the Management Committee, not later than within 30 days from the request

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
General Assembly	30 calendar days	15 calendar days
Management Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Management Committee	7 calendar days, 4 calendar days for extraordinary meeting

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	10 calendar days, 4 calendar days for an extraordinary meeting
Management 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.

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 Coordinator circulates to all Members of the Consortium Body a written document 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.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3   Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members 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 Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 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 are sent to such Party.

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 its Members.

6.2.4.6 A Party may neither veto decisions relating to its being 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

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. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes (or (if applicable) the corrected minutes of the meeting) shall be considered as accepted if, within 15 calendar days from sending (by e-mail), no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the 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. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.9.

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 Management 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) in as far as they concern deletions or limitations of Background
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

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 Management Committee Members.

6.3.2   Management Committee

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

6.3.2.1 Members

The Management Committee shall consist of one representative of the Coordinator, one representative of each Work Package Leader, the Expolitation Manager and the Technical Manager.

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

6.3.2.2 Minutes of meetings

Minutes of Management 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 Management 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 Management Committee shall seek a consensus among the Members.

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

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

6.3.2.3.5   In addition, the Management 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 Management Committee shall:
- 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.
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6.3.2.3.7   In the case of abolished tasks as a result of a decision of the General Assembly, the Management 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 on prior to the decisions, and which cannot be cancelled.

6.4   Coordinator

6.4.1   The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall, in addition to its responsibilities as a Party, 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
- promptly 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 or other justified reasons (e.g. audit)

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.

Section 7   Financial provisions

7.1   General Principles

7.1.1   Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:
- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.
A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.
The Swiss partners CSEM CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA - RECHERCHE ET DEVELOPPEMENT and UNIVERSITAET ST. GALLEN will participate with the status of "beneficiary not receiving EU funding". Beneficiaries not receiving EU funding are subject to the rules set forth in Article 9 of the Grant Agreement.

7.1.2   Justifying Costs

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

7.1.3   Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only. A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4   Return of excess payments; receipts

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

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

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5 of this Consortium Agreement, bear any reasonable and justifiable additional costs incurred by the other Parties in order to perform its and their tasks provided that such costs are caused by the Defaulting Party's breach of this Consortium Agreement and/or the Grant Agreement.

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; and
- undertake to keep the Funding Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2   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 in separate instalments as agreed below:
-
- Given that the amount of the pre-financing payment will be EUR 10,064,388.93 (80% of the Maximum Grant Amount) and the amount of EUR 629,024.31 corresponding to 5% of the Maximum Grant Amount will be retained by the Funding Authority from the pre-financing payment and transferred into the 'Guarantee Fund', funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority in separate installments as agreed below:
-
- The **pre-financing amount** will be paid in two installments:
-

- pre-financing payment	- **30%** of each Party's maximum grant amount on receipt of Advance Payment	- (expected) on Month 1 of the Project
	- **20%** of each Party's maximum grant amount	- on Month 12 of the project

- For the **interim payment** that will be paid by the Commission after receipt and approval of the periodic report (1st Reporting Period (RP1): Month 1 - Month 18); an amount ranging from 20%-35% or 0% of each Party's maximum grant amount, depending on the funding consumption of the respective Party for RP1, as follows:
-

- Interim payment	- 0%	- if funding consumption **< 30%**
	- 35%	- if funding consumption **> 85%**
	- 20% linearly increasing* up to 35%	- If **30% <=** funding consumption **<= 85%**

- * (every 1% increase in funding consumption results in 0.2727% increase in interim payment)
-
- The *funding consumption* is defined as the percentage (on each Party's maximum grant amount) of the accepted funding by the Commission of the Party's requested funding for RP1.
-
- For the **payment of the balance** (final payment); the provisions of the Grant Agreement will be followed.

-
- Costs accepted by the Funding Authority, pertaining to interim and final payments, will be paid to Parties after receipt from the Funding Authority within 30 days and in conformity with the provisions of the Grant Agreement.

- Payments shall be made following confirmation of each Party's bank account details.
-
- 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 or has not accomplished its tasks in time and as planned and/or other has delayed any kind of deliverables (including financial statements and related certifications).
-
- The Coordinator is entitled to recover any payments already paid to a Defaulting Party as per the conditions of the Grant Agreement. The Coordinator is equally entitled to withhold payments to a Party when this is required by or agreed with the Funding Authority.

Section 8   Results

8.1   Ownership of Results

Results are owned by the Party that generates them.

8.2   Joint ownership

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

In case of joint ownership, each of the joint owners shall be entitled to Exploit the joint Results as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

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

8.3   Transfer of Results

8.3.1   Each Party may transfer ownership of its own Results (including without limitation its share in Results that it owns jointly with another Party or Parties and all rights and obligations attached to such Results) to any of its Affiliated Entities identified in Attachment 4 herewith, without notification to any other Party.

8.3.2   It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment 3 to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1 and as augmented by this Section 8.3.

8.3.3   The transferring Party shall, however, upon another Party's request, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

8.3.4   The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement, Section 30.1. In such case, no notification of intended transfer of ownership need be given, for as long such notice is prohibited under applicable EU and/or national laws apply.

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

8.4   Dissemination

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

8.4.2   Dissemination of own Results

8.4.2.1 During the Project and for the 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 20 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.

8.4.2.2 An objection is justified if
(a) the protection of the objecting Party's Results or Background would be adversely affected
(b) the objecting Party's legitimate interests would be significantly harmed.

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

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

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 any objection of the objecting Party has been properly addressed.

8.4.3 Dissemination of another Party's 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.

8.4.4 Cooperation obligations

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

8.4.5 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.

8.5 Contributions to Standards

Except as explicitly provided in Annex 1 (Description of the action) of the GA, or as otherwise stated in an Attachment to this Consortium Agreement, no Party shall have any obligation pursuant to this Consortium Agreement to make any contribution for incorporation of its own Result, in any European or other standard.

No Party shall have the right to contribute to a standard or allow the contribution to a standard of any data which constitutes Result, Background or Confidential Information of another Party, even where such data is amalgamated with such first Party's Result, Background, or Confidential Information or other information, document or material. Any such contribution without such other Party's written agreement justifies, in addition to any other available remedies, objection to the contribution by the Party concerned.

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 Rights to specific Background are subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background. However, if a Party uses Background held by it and not identified in Attachment in a manner that it becomes Needed by any other Party for the implementation of the Action or Exploitation of any Results, then such Background shall be deemed as included in Attachment 1.

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

9.2   General Principles

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

9.2.2   Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise or agreed in writing between the Parties concerned.

9.2.3   Access Rights shall be free of any administrative transfer costs.

9.2.4   Access Rights are granted on a non-exclusive basis

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

9.2.6   Unless already granted here 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 are hereby requested and shall be deemed granted as of the date of the Grant Agreement entering into force to and by all Parties 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 Needed by a Party for Exploitation of Own Results are hereby requested (in accordance with the requirements of the GA), and
a) shall be deemed granted to and by all Parties for a period of 12 months after the termination of the Project, as of the date of the Grant Agreement entering into force, on a royalty-free basis for all Results IPR for purposes of achieving interoperability of software, for commercial and non-commercial research, and for commercial and non-commercial demonstration;
b) shall be granted to and by all Parties, subject to a separately negotiated written agreement, on fair and reasonable conditions for all Results IPR for any purpose other than set forth under a) above.

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 under a separate written agreement.

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

9.5   Access Rights for Affiliated Entities

Affiliated Entities are deemed to have Access Rights if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Each Party hereby grants Access Rights to Results and Background that it grants to a Party to any Identified Affiliated Entity of that Party under the same conditions.

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.

The provisions governing the granting of Access Rights to the Parties as set out in Sections 9.3 and 9.4 shall also apply to Affiliated Entities.

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, if an Affiliated Entity fails in any material respect to comply with the undertaking given by it as above, and fails to rectify the non-compliance after being given a reasonable opportunity to do so, all Access Rights granted to it based upon that undertaking shall terminate.

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   9.7 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   9.8 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, to Results created prior to its departure and Background used during its performance of the Project, as if it had remained a Party for the whole duration of the Project.

9.8   Specific provisions for Access Rights to Software

9.8.1   Definitions relating to Software

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

"Controlled Licence Terms" means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:
a)   (where the Work or Derivative Work is Software) that the Source Code or
     other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
b)   that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
c)   that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

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

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

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

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

9.8.2 General principles

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

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

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the General Assembly to implement such introduction into the Consortium Plan, following notification of any Party which might be effected by such introduction.

9.8.3 Access to Software

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

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

9.8.4 Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1   Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:
- to make an unlimited number of copies of Object Code and API; and

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

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

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

9.8.4.1.2   Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:
- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs

9.8.4.1.3   Background

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

9.8.4.2 Source Code

9.8.4.2.1   Results - Rights of a Party

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

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

9.8.4.2.2   Results – Rights to grant sublicenses to end-users

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

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3   Background

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

9.8.5   Specific formalities

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

Section 10   Non-disclosure of information

10.1   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".

10.2   The Recipients hereby undertake in addition and without prejudice to any commitment of 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 any part of/or the whole of the Confidential Information from unauthorized disclosure to any third party other than its consultants, Subcontractors and/or Affiliated Entities who have a need to know and whereby the Receiving Party must ensure that an arrangement is in place prior to such disclosure that subjects the above referenced parties to confidentiality provisions at least as strict as those contained in Section 10;
-    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 comply with the confidentiality obligations herein contained with respect to such copy.

10.3   The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and 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 employeeor third party.

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of 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;
- the Confidential Information was already known to the Recipient prior to disclosure and is not subject to any confidentiality undertaking; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

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

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

10.8   Personal Data

The Parties agree that any Background, Results, Confidential Information and/or any data and/or information that is provided, disclosed or otherwise made available between the Parties during the implementation of the Project and/or for any Exploitation ("Shared Information"), shall not include personal data as defined by Article 2, Section (a) of the Data Protection Directive (95/46/EEC) and applicable local implementing legislation as may be modified from time to time (hereinafter referred to as "Personal Data"). Accordingly each Party agrees that it will take all necessary steps to ensure that all Personal Data is removed from the Shared Information, made illegible, or otherwise made inaccessible (i.e. de-identify) to the other Parties prior to providing the Shared Information to such other Parties. For the avoidance of doubt, Parties shall be entitled to exchange and process Personal Data pertaining to the individuals directly involved in the implementation of the Project and/or Exploitation, for the purpose of such implementation or activities.

Each Party who provides or otherwise makes Shared Information available to any other Party to this Consortium Agreement, ("Contributor") represents that: (i) it has obtained the necessary authorization to disclose the Shared Information, if any, which it provides to any Party under this Consortium Agreement; and (ii) there is no restriction in place that would prevent any such other Party from using the Shared Information for the purpose of this Consortium Agreement.

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 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified Affiliated Entities)
- Attachment 5 (Big Data Value PPP Cooperation Chapter)
-
- In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.
-
- Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.
-

11.2   No representation, partnership or agency

- Except as otherwise provided in Section 6.4, 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, 9.5., and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.
-
- Other communication:
- Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.
-

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

11.4   Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

11.5   Mandatory national law

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

11.6   Language

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

11.7   Acquired experience

Without prejudice to Section 10 and without implying or granting any license under any patent and copyright, either Party and its Affiliated Entities may use any idea, concept, know-how or technique
- contained in information disclosed or otherwise made available pursuant to the Action; and
- unintentionally retained in the unaided memories of either Party's and its Affiliated Entities' employees who have had legitimate access to such information,
provided that such idea, concept, know-how or technique has not been concretely and explicitly marked as "confidential".

11.8   Applicable law

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

When acting under this Consortium Agreement, each Party shall comply with other laws and regulations, if applicable, including the export laws and regulations of the European Union and other relevant States; laws and regulations relating to rights of privacy, publicity, reputation and intellectual property rights, including patent and copyright rights; all relevant anti-corruption laws; and regulations applicable to its performance hereunder.

11.9   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, 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.

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

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.

[

INTRASOFT INTERNATIONAL S.A. (BE)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Lesprojekt - sluzby s.r.o. (CZ)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

ZAPADOCESKA UNIVERZITA V PLZNI (CZ)

represented for the purpose hereof by

doc. Dr. RNDr. Miroslav Holeček, Rector

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

FRAUNHOFER- GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V. (IGD)

represented for the purpose hereof by

_____

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

ATOS SPAIN SA (ES)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

STIFTELSEN SINTEF (NO)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

SPACEBEL SA (BE)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK N.V. (BE)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK (PL)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

CIAOTECH Srl (IT)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

EMPRESA DE TRANSFORMACION AGRARIA SA (ES)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

INSTITUT FUR ANGEWANDTE INFORMATIK (INFAI) EV (DE)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Neuropublic A.E. PLIROFORIKIS & EPIKOINONION (EL)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Ústav pro hospodářskou úpravu lesů Brandýs nad Labem (CZ)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

INNOVATION ENGINEERING SRL (IT)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Teknologian tutkimuskeskus VTT Oy (FI)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

SINTEF Ocean AS (NO)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Finnish Forest Centre (FI)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

IBM ISRAEL - SCIENCE AND TECHNOLOGY LTD (IL)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

MHG SYSTEMS OY - MHGS (FI)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

NB ADVIES BV (NL)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI DELL'ECONOMIA AGRARIA (IT)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

FUNDACION AZTI - AZTI FUNDAZIOA (ES)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Kings Bay AS (NO)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Eros AS (NO)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Ervik & Saevik AS (NO)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Liegruppen Fiskeri AS (NO)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

E-GEOS SPA (IT)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

DANMARKS TEKNISKE UNIVERSITET (DK)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Federunacoma S.r.l. Unipersonale (IT)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

CSEM CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA - RECHERCHE ET DEVELOPPEMENT (CH)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

UNIVERSITAET ST. GALLEN (CH)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Norges Sildesalgslag SA (NO)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

EXUS SOFTWARE LTD (UK)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

CYBERNETICA AS (EE)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

GAIA EPICHEIREIN ANONYMI ETAIREIA PSIFIAKON YPIRESION (EL)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

SOFTEAM (FR)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

FUNDACION CITOLIVA, CENTRO DE INNOVACION Y TECNOLOGIA DEL OLIVAR Y DEL ACEITE (ES)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

TERRASIGNA SRL (RO)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS (EL)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

METEOROLOGICAL AND ENVIRONMENTAL EARTH OBSERVATION SRL (IT)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Echebastar Fleet, S.L.U. (ES)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

NOVAMONT SPA (IT)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Senop Oy (FI)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

UNIVERSIDAD DEL PAIS VASCO/ EUSKAL HERRIKO UNIBERTSITATEA (ES)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

OPEN GEOSPATIAL CONSORTIUM (EUROPE) LIMITED LBG (UK)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

ZETOR TRACTORS a.s. (CZ)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Cooperativa Agricola Cesenate Società Coperativa Agricola (IT)

represented for the purpose hereof by

[name and title of the person legally authorised to act on behalf of the legal entity written out in full]

acting as its legal authorised representative, hereby consents to become a Party to the Consortium Agreement relating to Project *DataBio* and accepts all the rights and obligations of a Party.

Attachment 1: Background included

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

PARTY 1

As to **INTRASOFT INTERNATIONAL S.A. (Belgium)**, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **INTRASOFT International S.A. (Belgium)** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 2

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Farm Telemetry	on a royalty-free basis	Fair and reasonable conditions'
Yield potential assesmsnt	on a royalty-free basis	Fair and reasonable conditions'
Senslog	Open Source GPL on a royalty-free basis	Open Source GPL on a royalty-free basis
HSlayers	Open Source GPL on a royalty-free basis	Open Source GPL on a royalty-free basis

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

PARTY 3

As to **ZAPADOCESKA UNIVERZITA V PLZNI** it is agreed between the parties that, to the best of their knowledge,

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

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

PARTY 4

As to **FRAUNHOFER- GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V. (IGD)** it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
JOBMANAGER: The JobManager is an expert system for process orchestration, management and execution. It is able to leverage cloud-infrastructures to distribute, and hence parallelize, dynamic workflows on demand. Using interface descriptions rather than an uniform service interface even allows to include pre-existing services without changing them.		
GEOROCKET: GeoRocket is a high-performance data store for structured geospatial files. It is schema agnostic and format preserving while supporting a variety of different cloud-based storage backends. An intelligent indexing mechanism allows fast data retrieval and processing. SaaS vendors increase their productivity through the use of high-level APIs.		
GEOTOOLBOX: The GeoToolbox provides a variety of simple, yet efficient, micro-services to harmonize, process and analyze big geospatial data. The modularity allows to use single services or combine them to build complex processing workflows.		

SMARTVIS3D: SmartVis3D is a web based, interactive visualization tool for geospatial data and related information. It utilizes state of the art technologies like a WebGL framework to enable high performance rendering. It builds upon standardized services to request data or highly realistic renderings. Advanced streaming formats provide a good balance between visual appearance and transfer of additional information like detailed descriptions of buildings. This allows an interactive analysis of heterogeneous geo-referenced data.		

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

PARTY 5

As to **ATOS SPAIN SA** it is agreed between the parties that, to the best of their knowledge,

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

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

PARTY 6

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
DataGraft	The described background will be made accessible to project partners for the purpose of the project as defined by its tasks.	Prior to exploitation involving any of the stated background, consent must be obtained from SINTEF.

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

PARTY 7

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
FedEO (Dataset Series) Catalog Software	Non-transferable license from Spacebel required. Access rights needed to implement the action are granted on a royalty-free basis	Non-transferable license from Spacebel required. Fair and reasonable conditions to be negotiated
Proba-V MEP Data Manager Software	Expected to be available under open-source license (Apache 2.0) after acceptance by ESA Proba-V MEP project (end 2016). Current version contains DREAM Download Manager software which requires a prior agreement from ESA and will be replaced by open-source equivalent in next version (Mid 2017).	Expected to be available under open-source license (Apache 2.0) after acceptance by ESA Proba-V MEP project (end 2016). Current version contains DREAM Download Manager software which requires a prior agreement from ESA and will be replaced by open-source equivalent in next version (Mid 2017).
FedEO EOPortal Portlet	Non-transferable license from Spacebel required. Access rights needed to implement the action are granted on a royalty-free basis	Non-transferable license from Spacebel required. Fair and reasonable conditions to be negotiated
FedEO and OBEOS Gateway Software	Non-transferable license from Spacebel required. Access rights needed to implement the action are granted on a royalty-free basis	Non-transferable license from Spacebel required. Fair and reasonable conditions to be negotiated
FedEO Gateway Service	Endpoint at ESA publically available (fedeo.esa.int), prior agreement from ESA required for use of specific collections.	Endpoint at ESA publically available (fedeo.esa.int), prior agreement from ESA required for use of specific collections.

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

PARTY 8

As to **VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK NV** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Product Distribution Facility (PDF): Software solution to support discovery-viewing-download-ordering-subscription of EO-data and derived products. Developed by VITO	N/A	N/A
OpenSearch interface on PDF: software interface developed by VITO in the PDF-FO project as stated in the reports and deliverables of this project.	N/A	N/A
Proba-V Mission Exploitation Platform (MEP): Software solution to support on-demand processing, data analytics, time series viewing of EO-data and derived products. Developed by VITO	N/A	N/A
MORPHO processing chain for high resolution satellites images (DMC/Deimos, Sentinel-2, RapidEye, SPOT, Landsat) developed by VITO.	N/A	N/A
All foreground knowledge that VITO has attained within the FP7 SIGMA project and is stated in the reports and deliverables of this project.	N/A	N/A
All foreground knowledge, including Web based dashboards (watchITgrow) and data analytics backend for monitoring crops and forecasting yields that VITO has attained within the BELSPO iPOT and BELCAM projects and is stated in the reports and deliverables of these projects.	N/A	N/A
All foreground knowledge, including the methodologies and software tools for determination of management zones, data fusion, phenology monitoring and yield estimation based on time series of high resolution satellite images, that VITO has attained within the BELSPO BELCAM project and is stated in the reports and deliverables of this project.	N/A	N/A
All foreground knowledge, including the methodology and software tools to develop index based insurance products using remote sensing data, that VITO has attained within the	N/A	N/A

IFAD/WFP-WRMF project and is stated in the reports and deliverables of this project.		
Data fusion implementation (Kalman filter) prototype as developed by VITO in the H2020 NextGEOSS project	N/A	N/A

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

PARTY 9

As to INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 10

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

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

PARTY 11

As to **EMPRESA DE TRANSFORMACION AGRARIA SA** it is agreed between the parties that, to the best of their knowledge, no private data, know-how or information of **EMPRESA DE TRANSFORMACION AGRARIA SA** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 12

As to **INSTITUT FUR ANGEWANDTE INFORMATIK (INFAI) EV** it is agreed between the parties that, to the best of their knowledge ,

No data, know-how or information of INSTITUT FUR ANGEWANDTE INFORMATIK (INFAI) EV shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 13

As to **Neuropublic A.E. PLIROFORIKIS & EPIKOINONION** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
GaiaBus DataSmart	Open Source GPL on a royalty-free basis	Open Source GPL on a royalty-free basis
GAIAtron data and other data coming from the field	Access Rights is only granted to the extent that it is needed for implementation of DataBio and according to data privacy regulations	Subject to case-by-case agreements and according to data privacy regulations

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

PARTY 14

As to **Ústav pro hospodářskou úpravu lesů Brandýs nad Labem** it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of **Ústav pro hospodářskou úpravu lesů Brandýs nad Labem** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 15

As to **INNOVATION ENGINEERING SRL** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **INNOVATION ENGINEERING SRL** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 16

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
OpenVA: Data visualisation tool set		
MVS (Metric Visualisation System): Visualisation of security test results and their significance		
ADAE: Anomaly Detection data Analysis Engine		
ALVAR: is a suite of products and SDKs for creating augmented reality applications. Limited open souce versio is no longer actively maintained. http://virtual.vtt.fi/virtual/proj2/multimedia/alvar/index.html		
Digital Services Hub: Managemenet system for interoperability and interworking of ICT based solutions and offerings https://www.digitalserviceshub.com		
SEAS knowledge model: Smart energy aware systems ontology IPR owner: VTT & SEAS-project Not background: The published SEAS model/ontology version can be utilized in the project http://ci.emse.fr/seas/ https://w3id.org/seas/		
Probability chain for forest variable estimation in details below: • kmeans_clustering: Clustering of the image data *Remark*: Former Forestime_kmeans; ERMapper, ERDAS imagine • ProbaStats: Cluster statistics computation and observation classification. *Remark*: Former Maxobs • ProbaPlot: Ground data extraction for the clusters using plot data *Remark*: Former Forestime_plot; Needs customizing for different ground data formats		

• ProbaStand: Ground data extraction for the clusters standwise data *Remark*: Former Proba/probamh; Needs customizing for different ground data formats • ProbaEstimates: Estimate computation. *Remark*: Former Max_targ_koti/ Max_targ_forestime • MoBUTT v. 1.01: A Windows user interface program (created with MatLab) for probability chain programs. Includes estimate verification and model bank utilities *Remark:* Pilot version tested at StoraEnso • Fops: Conversion program: shape file format -> image • Fecalc: Feature calculation for segmented image • Norma: Image normalization/scaling		
Tree Species Classification in details below: • ForSe_TreeSpecies (+numerous related m-files): Matlab code written in project ForSe (and in earlier projects) *Remark*: detailed program list in ForSe_MatlabCode_20090505.txt		
Change detection: in details below: • AutoChange, ChdedFE: Change detection tool with user interface *Remark*: ER Mapper, ERDAS imagine • TrafMON:Traffic Monitoring tool with user interface; processes videos in AVI format. Calculates speeds of moving vehicles ; allows event definition. *Remark*: Prototype in use at Helsinki City Planning Department		
SAR data pre-processing chain (for TerraSAR-X and ALOS/PALSAR): in details below: • yrterrasarslc and yrterrasarslc2float: Unpacking of TerraSAR-X image data to 16-		

bit integers and to 4-byte complex floats (S2) • yrterrasargrid: Conversion of TerraSAR-X geo-location grid data IPR owner: VTT/JRC • yrbincoh: Band coherence from 4-byte floats • yrdetectfloat2i16: Detection of 4-byte floats • yrortho4_grd: Orthorectification of 16-bit integer images • idl2erm: Construction of the image stack using individual images from the same location • yrpalsarpol2s2: Unpacking of Polarimetric PALSAR images • yrpalsarsinglepolextract: Unpacking of single-pol and dual-pol PALSAR images • yrpalsargrid: Construction of PALSAR geo-location grid data IPR owner: VTT/JRC • yrs2cohavg: (Stokes-matrix-domain-)Averaged coherency images (T3) from complex 4-byte float images (S2) • yrortho5_grd: Orthorectification of coherency images (T3) in Stokes matrix domain • IPR owner: VTT/JRC • yrt3toampl: 16-bit amplitude images from coherency images (T3)		
Image processing: in details below: • aamer: AATSR, MERIS processing chain • AVHRR: AVHRR processing chain • ENVIMON: Processing chain for numerous sensors. Includes image unpacking, radiometric calibration, atmospheric and geometric corrections. Graphical user interface and command line operation.		

Sensors: ASTER, MODIS, ETM, TM5, AVHRR, Quickbird, Ikonos, MERIS, AATSR, ASAR, ERS • Forestime_treespecies: Tree species extraction from Ikonos NIR-cahnnel *Remark*: Uses tree location image as input (treeloc.exe) • FindCTP : Feature based method for finding control points automatically. *Remark*: Current version uses lake database for reference control features • gabor: Calculation of gabor features for N-channel image • hdfeos: HDF4, HDFEOS processing software • haralick: Calculation of Haralick textural features from N-channel image • Inrec: Program for finding control points. *Remark*: The image and map are displayed transparently and the co-location is adjusted interactively. • Pyramidas v. 1.0b5: Image segmentation *Remark*: Faster version 1.0b6 ready 8.1.2008 for purchasing • Ras2mif: Raster to MIF/MID-vector format conversion of estimate image • sample_img: Image pixel value sampling from specified locations • Seasontool v. 1.01: Image processing tool for autumn colour analysis from web camera images • segme: Image segmentation • seg_mean: Calculation of segmentwise averages from inp*ut image* *Remark*: uses the segmentation image (from segme.exe) as second input • SMAC_COR: Atmospheric correction • Tate: Finds automatically control points between two images.		

• Treeloc: Treetop location from high resolution images (Ikonos, Quickbird). *Remark*: Uses PAN-chromatic channel as input • Winmos: Image mosaicing		
Sea ice: in details below: • IBNet: Fleet management and Decision support tool for ice navigation *Remark*: Monitoring and reporting tool for icebreakers. Combines and presents satellite image information together with other environment (forecasts, both ice and weather) and marine traffic information • ViewIce: Decision support tool for ice navigatio *Remark*: Combines and presents satellite image information together with other environment (forecasts, both ice and weather)		

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

PARTY 17

As to **SINTEF Ocean AS** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Operational data on various vessels	The data will not be available for other partners due to its sensitive nature.	Subject to case-by-case agreements
Ratatosk – tools for marine data acquisition	Source code excluded	Subject to case-by-case agreements
STIM – tools for analysis of operational data	Source code excluded	Subject to case-by-case agreements
FhSim – tools and models for time domain simulation of marine systems and structures	Source code excluded	Subject to case-by-case agreements

PurSense – tools for onboard decision support	Source code excluded	Subject to case-by-case agreements
SINTEF Marine Data Center (SMD) – various resources for aggregation and analyses of operational data and vessel configuration	Subject to case-by-case agreements due to security and storage of sensitive data.	Subject to case-by-case agreements

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

PARTY 18

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Finnish Forest Centre allows MHG Systems Oy to use Metsään.fi database covering forest resource information of whole Finland in forestry compartment level as background for metsäpaikka.fi/Wuudis Service for DataBio project development purposes.		Exploitation of the Metsään.fi database is allowed excluding what is limited through national regulations.

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

PARTY 19

As to **IBM ISRAEL - SCIENCE AND TECHNOLOGY LTD** it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
IBM PROactive Technology ONline	a) If Background includes all or part of a commercially available product	a) If Background includes all or part of a commercially available

| (PROTON) (a complex event processing (CEP) engine. | of a Party or of a third party, the terms and provisions governing the access to and use of such commercially available product shall be the prevailing terms. For the avoidance of doubt, the exclusions and limitations of liability of this Agreement shall not apply to a breach of such terms.
b) If the terms under the GA and/or this Consortium Agreement regarding Access Rights to Background are in conflict with the terms of a pre-existing agreement between the owning Party and a Party or a third party, the terms and provisions of the pre-existing agreement shall be the prevailing terms. | product of a Party or of a third party, the terms and provisions governing the access to and use of such commercially available product shall be the prevailing terms. For the avoidance of doubt, the exclusions and limitations of liability of this Agreement shall not apply to a breach of such terms.
b) If the terms under the GA and/or this Consortium Agreement regarding Access Rights to Background are in conflict with the terms of a pre-existing agreement between the owning Party and a Party or a third party, the terms and provisions of the pre-existing agreement shall be the prevailing terms. |

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

PARTY 20

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
MHG Systems hereby establishes its own instance of Wuudis platform (formerly Woodlandmanager), www.wuudis.com, for the project and excludes the following Background from the obligation to grant Access Rights: - All Background to which MHG Systems is unable to grant Access Rights due to existing or pending third party rights; - All Background generated by those researchers and		

developers directly involved in the Project which is outside the scope of or not directly related to the Project. - All Background owned or held by MHG Systems other than generated by those researchers and developers of MHG Systems directly participating in the Project - Know-how which is related to the sole or exclusive licenses given by MHGS to our industrial/corporate collaborators and licensees; - Know-how that is covered under specific research agreements and confidentiality agreements and therefore is subject to third party rights		

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

PARTY 21

As to **NB ADVIES BV** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of NB ADVIES BV shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 22

As to **CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI DELL'ECONOMIA AGRARIA (IT)** it is agreed between the parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Genomic modelling	Relatively to Pilot A2: "Big Data management in greenhouse eco-systems" CREA will use a variety of CERTH-produced information (whole genome marker data, LC/MS/MS, GS/MS, HPLC derived metabolomics data and other phenotypic data and environmental	Relatively to Pilot A2: "Big Data management in greenhouse eco-systems", CREA will use a variety of CERTH-produced information to carry out genomic predictions and operate genetic merit-based selection for superior genotypes for use at CERTH.

and crop management data) to train and evaluate several genomic prediction models, and implement the most promising ones for selecting superior genotypes for use at CERTH.	

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

PARTY 23

As to **FUNDACION AZTI - AZTI FUNDAZIOA** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Data collected previously to the project by other monitoring programs conducted by AZTI and mentioned bellow will be confidential and to be used only in the terms and objectives of the project: These datasets will include (not exclusively): a) Data collected by AZTI's observers on board tuna purse seiners. b) Data collected by AZTI in interviews to be made to vessel owners and skippers c) Data received by AZTI from Spanish Government bodies in charge of fishing monitoring d) Other data necessary for the correct development of the project	Access Rights is only granted to the extent that it is needed for implementation of DataBio.	Access Rights to Background is only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right or are already property of AZTI.

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

PARTY 24

As to **Kings Bay AS** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Operational data	The data will be available for partner SINTEF Ocean AS only	Subject to case-by-case agreements

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

PARTY 25

As to **Eros AS** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Operational data	The data will be available for partner SINTEF Ocean AS only	Subject to case-by-case agreements

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

PARTY 26

As to **Ervik & Saevik AS** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Operational data	The data will be available for partner SINTEF Ocean AS only	Subject to case-by-case agreements

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

PARTY 27

As to **Liegruppen Fiskeri AS** it is agreed between the parties that, to the best of their knowledge,

No data, know-how or information of **Liegruppen Fiskeri AS** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 28

As to **E-GEOS SPA** it is agreed between the parties that, to the best of their knowledge

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Pre-processing Chain of optical multispectral data like Sentinel 2 and Landsat data (Cloud Mask, Atmospheric Correction)	Models, algorithms, sw will not be shared. Access rights to processed data on a royalty free basis if needed only for the purposes of the Project.	Models, algorithms, sw will not be shared. Access Rights to processed data if needed for the exploitation of a Party's own results will be granted at fair and resonable conditions on the basis of a formal request by the partner(s).
Pre-processing Chain of SAR data like Sentinel 1 and (Coregistration, Coherence)	Models, algorithms, sw will not be shared. Access rights to processed data on a royalty free basis if needed only for the purposes of the Project.	Models, algorithms, sw will not be shared. Access Rights to processed data if needed for the exploitation of a Party's own results will be granted at fair and resonable conditions on the basis of a formal request by the partner(s).

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

PARTY 29

As to **DANMARKS TEKNISKE UNIVERSITET** it is agreed between the parties that, to the best of their knowledge,

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

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

PARTY 30

As to **Federunacoma S.r.l. Unipersonale** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **Federunacoma S.r.l. Unipersonale** shall

be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 31

As to **CSEM CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA - RECHERCHE ET DEVELOPPEMENT** it is agreed between the parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
TilBox : modular vision toolbox written in C# .NET implementing image aquisition, pre-processing, image analysis, neural networks and logging	No access to source code, modules accessible by protected/encrypted libraries/binaries only.	License agreement with CSEM is necessary.
Tileye: Deep neural network (DBN) suite for image processing: anomaly detection, feature detection and image classification	No access to source code, modules accessible by protected/encrypted libraries/binaries only.	License agreement with CSEM is necessary.
VISARD (Vision Automation Robotics Designer): PC based one stop solution for vision problems. Written in C# .NET offers a user friendly platform for vision, robotics, additional hardware, looging, connectivity and database interface.	No access to source code, modules accessible by protected/encrypted libraries/binaries only.	License agreement with CSEM is necessary.
Labeling Tool: a user friendly labeling tool for images. The	No access to source code, modules accessible by protected/encrypted libraries/binaries only.	License agreement with CSEM is necessary.

labeled images are used for further training of neural networks.		

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

PARTY 32

As to **UNIVERSITAET ST. GALLEN** it is agreed between the parties that, to the best of their knowledge, No data, know-how or information of **UNIVERSITAET ST. GALLEN** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 33

As to **Norges Sildesalgslag SA** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Various fisheries data	Due to its sensitive nature, the data will be available for partner SINTEF Ocean AS only	Subject to case-by-case agreements

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

PARTY 34

As to **EXUS SOFTWARE LTD** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **EXUS SOFTWARE LTD** shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 35

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Cybernetica UXP® (Unified eXchange Platform) software and Sharemind® secure multiparty computation platform	Cybernetica excludes any Access Rights to Source Code for Use to Background of Cybernetica AS. Non-transferable license from Cybernetica AS is required. Access rights are granted on royalty-free basis within the project actions	Cybernetica excludes any Access Rights to Source Code for Use to Background of Cybernetica AS. Non-transferable license from Cybernetica AS is required. All reasonable conditions are subject of negotiations.

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

PARTY 36

As to **GAIA EPICHEIREIN ANONYMI ETAIREIA PSIFIAKON YPIRESION** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **GAIA EPICHEIREIN ANONYMI ETAIREIA PSIFIAKON YPIRESION** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 37

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
ModelioSoft BA Data	2 evaluation licenses per partner for the full duration of the project. Additional evaluation licenses to be provide upon request.	Distributor agreement to be signed.
Modelio MongoDB modeller	Apache 2.0 license	No limitations
Modelio PostgreSQL modeller	Apache 2.0 license	No limitations

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

PARTY 38

As to **FUNDACION CITOLIVA, CENTRO DE INNOVACION Y TECNOLOGIA DEL OLIVAR Y DEL ACEITE** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **FUNDACION CITOLIVA, CENTRO DE INNOVACION Y TECNOLOGIA DEL OLIVAR Y DEL ACEITE** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 39

As to **TERRASIGNA SRL** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **TERRASIGNA SRL** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 40

As to **ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 41

As to **METEOROLOGICAL AND ENVIRONMENTAL EARTH OBSERVATION SRL** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Methodology to integrate heterogeneous meteorological and EO datasets for	Models, algorithms, sw and workflows will not be shared. Access rights to processed data on a royalty free basis if needed only for the purposes of the Project.	Models, algorithms, sw and workflows will not be shared. Access Rights to processed data if needed for the exploitation of a Party's own results will be

monitoring applications over wide areas.		granted at fair and resonable conditions on the basis of a formal request by the partner(s).

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

PARTY 42

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Data previously collected to the project will be used only in the terms and objectives of the project. This data will be confidential and will only be used by the partners working in the tuna purse seine case study. These datasets will include (not exclusively): a) FAD data b) Catch data c) VMS data or position data of the vessels d) Engine sensors data e) Other data necessary for the correct development of the project	Access Rights is only granted to the extent that it is needed for implementation of DataBio.	Access Rights to Background is only granted to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right or are already property of ECHEBASTAR.

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

PARTY 43

As to **NOVAMONT SPA** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **NOVAMONT SPA** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 44

As to **Senop Oy** it is agreed between the parties that, to the best of their knowledge,

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

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

PARTY 45

As to **UNIVERSIDAD DEL PAIS VASCO/ EUSKAL HERRIKO UNIBERTSITATEA** it is agreed between the parties that, to the best of their knowledge

Option 2: No data, know-how or information of **UNIVERSIDAD DEL PAIS VASCO/ EUSKAL HERRIKO UNIBERTSITATEA** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 46

As to **OPEN GEOSPATIAL CONSORTIUM (EUROPE) LIMITED LBG** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **OPEN GEOSPATIAL CONSORTIUM (EUROPE) LIMITED LBG** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 47

As to **ZETOR TRACTORS a.s.** it is agreed between the parties that, to the best of their knowledge,

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Zetor tractors online telemetry system	The models, codes, algorithms, sw and data and workflows will not be available for other partners due to its sensitive nature and using of our historical know how and solutions.	Models, code, algorithms, sw, data and workflows will not be shared. Access Rights to processed data if needed for the exploitation of a Party's own results will be

	Source and failure code are excluded also.	granted at fair and reasonable conditions on the basis of a formal request by the partner(s).

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

PARTY 48

As to **Cooperativa Agricola Cesenate Società Coperativa Agricola** it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **Cooperativa Agricola Cesenate Società Coperativa Agricola** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

Attachment 2: Accession document

ACCESSION
of a new Party to
DataBio Consortium Agreement, version […, YYYY-MM-DD]

[Official name of the new Party as identified in the Grant Agreement]

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

INTRASOFT INTERNATIONAL S.A. Belgium

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

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

[Date and Place]

 [INSERT Name of the new Party]
Signature(s)
Name(s)
Title(s)

[Date and Place]

[INSERT Name of the Coordinator]
Signature(s)
Name(s)
Title(s)

Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2 and Annex 2 of GA.

Attachment 4: Identified Affiliated Entities

For INTRASOFT International SA:
INTRASOFT International SA established in 2b rue Nicolas Bove, L-1253, Luxembourg

For IBM:
For IBM ,the following Affiliated Entities, by way of listing or defining, shall be deemed as identified herefor the purpose of all relevant sections of this Consortium Agreement: IBM Corporation Inc., Armonk, New York, USA; IBM World Trade Corporation, St. Michael, Barbados; IBM Japan Ltd, Tokyo, Japan; IBM India Ltd., Bangalore, India; IBM Switzerland Ltd., Zurich, Switzerland; IBM Israel Ltd., Petach-Tikva, Israel; IBM China Company Ltd., Beijing, China; and any IBM currently or future established entity that fulfills the definition of an Affiliated Entity as this is provided in the footnote of Article 14.1 of the Grant Agreement.

For SPACEBEL:
SPACEBEL SAS, located Technoparc 8 - Rue Jean Bart at F-31670 LABEGE (France); SPACEBEL Vlanderen, located Hoeilaart Office Park – Ildefons Vandammestraat 7 at B-1560 HOEILAART (Belgium)

For EMPRESA DE TRANSFORMACIÓN AGRARIA S.A.:
TRAGSA (ES): TECNOLOGÍAS Y SERVICIOS AGRARIOS S.A. – TRAGSATEC (ES)

For VTT:
VTT Expert Services Oy, VTT Memsfab Oy, VTT Ventures Oy, VTT International Oy

For SINTEF Ocean AS:
Stiftelsen SINTEF, SINTEF Energi, SINTEF Petroleum, SINTEF Holding

For VITO:
1. Site Ontwikkeling Vlaanderen NV
2. Vito Asia Limited BO
3. Bejing LIBOVITO Environmental Technology CO., LTD BO
4. Laser Cladding Venture NV
5. VITO Middle East LLC

Attachment 5: Big Data Value PPP Cooperation Chapter

1.0   OBJECTIVE

The purpose of the call under which *DataBio* is funded is to implement the contractual Public-Private Partnership "BIG DATA VALUE" (BIG DATA VALUE PPP).

Building upon the obligations of *DataBio*'s grant agreement and the overall goals and strategic research agenda of the BIG DATA VALUE PPP, *DataBio* confirms its ambitions to contribute to BIG DATA VALUE PPP activities, awareness raising and communication, contributing in particular to

(a) facilitating fulfilling the objectives and obligations expressed in the Contractual Arrangement related to the BIG DATA VALUE PPP, and which are detailed in the BDVA Strategic Research and Innovation Agenda (SRIA);

(b) actively participating in the collaboration among BIG DATA VALUE PPP funded actions regarding how *DataBio* outcomes and activities could benefit and support the objectives of other BIG DATA VALUE PPP actions.

2.0   COORDINATION

The key principles for coordination are:

on the one hand support the goals of openness, transparency and representativeness and on the other hand ensure efficient cooperation with minimized overhead, and

a collaborative approach by respecting the legitimate interests of all parties, which excludes top-down decision making by a small number of organisations on behalf of others.

The coordination of the BIG DATA VALUE PPP will be aided by two main bodies: The **BIG DATA VALUE PPP Steering Committee** and the **BIG DATA VALUE PPP Technical Committee**, where all BIG DATA VALUE PPP actions will be represented to ensure awareness and foster exchange about the achievements and outcomes produced by the BIG DATA VALUE PPP actions. Commitment to attend periodic meetings will guarantee the identification of synergies between the BIG DATA VALUE PPP actions and therefore improve the overall quality of all BIG DATA VALUE PPP actions and thus strengthen the outcomes of the BIG DATA PPP.

The coordination structure will be as lightweight as possible to reduce overhead, with the forthcoming BIG DATA VALUE PPP Coordination and Support Action (CSA) supporting the process, including organisation of meetings. It is expected that each Committee will meet appropriately four times per year, using a combination of face-to-face and virtual meetings, and where practical collocated to coincide with events associated with the BIG DATA VALUE PPP (such as the European Data Forum and the BDVA Summit). These two Committees will complement existing bodies, such as the BIG DATA VALUE Partnership Board in particular. For the avoidance of doubt, the coordination between the BIG DATA VALUE PPP actions will in no case constitute a derogation to the confidentiality obligation agreed between the partners in each BIG DATA VALUE PPP actions.

2.1   BIG DATA VALUE PPP STEERING COMMITTEE (SC)

The SC provides executive-level steering and advice to the BIG DATA VALUE PPP programme, and ensures the effective and efficient coordination and communication between the BIG DATA VALUE PPP actions to ensure a global consistency of the programme, for sharing information across the programme and for reviewing the progress made by each activity and the programme, for initiating activities at programme level, and for detecting potential risks. The SC will comprise the Coordinator of each BIG DATA VALUE PPP Action (coordinators of completed actions may be invited as guests at discretion of the SC Chair), a representative of

the Big Data Value Association (BDVA), and a representative of the European Commission as observer. The SC will be chaired by a representative from the BIG DATA VALUE PPP CSA. The SC will be created as soon as practically possible following establishment of the forthcoming BIG DATA VALUE PPP CSA. The SC will, as soon as reasonably practical from the date of its establishment, agree upon an internal regulation, dealing with its internal organization and procedures.

2.2   BIG DATA VALUE PPP TECHNICAL COMMITTEE (TC)

The TC will facilitate knowledge exchange and collaboration on the technical aspects and implementation of the BIG DATA VALUE PPP programme, with the aim of discussing common technical concerns, such as data integration, data quality, or data homogenization. Additionally, it will foster the timely sharing about relevant results and how to access them, such as i-Spaces offering data assets or R&I actions offering recent technology prototypes and tools. The TC thus will serve to discuss technical complementarities and facilitate knowledge exchange across BIG DATA VALUE PPP actions. The TC will also help identifying possible gaps that may be included in later versions of the Big Data Value Association (BDVA) SRIA.

The TC will comprise the Technical Manager of each BIG DATA VALUE PPP Action (such as technical coordinator or chief architect) (coordinators of completed actions may be invited as guests at discretion of the TC Chair), a representative of the Big Data Value Association (BDVA), and a representative of the European Commission as observer. The TC will be chaired by a representative from the BIG DATA VALUE PPP CSA. Representatives of the BDVA Task Forces (in particular TF6: Technical) may be invited on a need by need basis.

The TC will be created as soon as practically possible following establishment of the forthcoming BIG DATA VALUE PPP CSA. The TC will, as soon as reasonably practical, agree upon an internal regulation, dealing with its internal organization and procedures.

3.0   EXPECTED FORMS OF COOPERATION AND BENEFITS

The expected forms of cooperation and benefits of supporting this charter include:

cooperation between individual BIG DATA VALUE PPP actions and joint events to promote results of the BIG DATA VALUE PPP actions; e.g., seeking coordination opportunities regarding dissemination and awareness raising activities with other BIG DATA VALUE PPP actions, to achieve greater impact and visibility;

fostering exchange of general insights, learnings and activities across BIG DATA VALUE PPP actions, such as generating recommendations on collaboration and synchronisation of activities, including but not limited to management of outcomes, common approaches towards standardisation, SME involvement, links with regulatory and policy activities;

supporting BIG DATA VALUE PPP outreach and dissemination activities by, for instance, using the BIG DATA VALUE PPP brand/logo in dissemination material, presenting Action results at BIG DATA VALUE PPP and related national, regional and EC events, including active support of community building events, such as the European Data Forum (EDF) and the BDVA Summit; sharing, through its Coordinator, relevant information for annual BIG DATA VALUE PPP Monitoring Reports, including providing key performance indicator (KPI) data in particular on additional beneficiary investments to leverage the EC investment.