

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 “**the Rules**”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 01/09/2017, (hereinafter referred to as the “**Effective Date**”),

BETWEEN:

UNION DES INDUSTRIES FERROVIAIRES EUROPEENNES (hereafter referred as to “UNIFE”, or the “Coordinator”),

SIRTI - SOCIETA PER AZIONI (hereafter referred as to “SIRTI”),

ARDANUY INGENIERIA SA (hereafter referred as to “ARD”),

D'APPOLONIA BELGIUM (hereafter referred as to “DAPP”),

ERGOSE S.A. (hereafter referred as to “ERGOSE”),

ISTITUTO SUPERIORE MARIO BOELLA SULLE TECNOLOGIE DELL'INFORMAZIONE E DELLE TELECOMUNICAZIONI AS (hereafter referred as to “ISMB”),

PERPETUUM LIMITED (hereafter referred as to “PER”),

UNIVERSITY OF NEWCASTLE UPON TYNE (hereafter referred as to “UNEW”),

VYSOKE UCENI TECHNICKE V BRNE (hereafter referred as to “BUT”),

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

relating to the research project entitled:

Energy harvesTing for signALLing and cOmmunicatioN systems

in short: “**ETALON**”

hereinafter referred to as the “**Action**”

BACKGROUND:

Embracing the ambitions set out by the European Commission 2011 White Paper, the comprehensive programme of research and innovation SHIFT2RAIL introduced an Innovation Programme [IP2] ‘*Advanced Traffic Management and Control Systems*’. It is within the spirit of preparation for the IP2 programme that the Parties decided to enter into the present Consortium Agreement, in order to answer to S2R-OC-IP2-02-2017 ‘*Energy harvesting methodologies for trackside and on-board signalling and communication devices. Adaptation of already existing technologies for developing a purely on-board Train Integrity*’ open call for tenders with this ‘**Energy harvesTing for signALLing and cOmmunicatioN systems [ETALON]**’ project.

The Parties have submitted a proposal for the Action 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.

The Parties acknowledge the potential relevance of competition law for the Action under this CA and hereby declare that they will comply with any competition law obligations applicable to them that might be of relevance for any of the joint efforts/projects under this CA.

IT IS NOW AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

Accession Date means the date when the completed and countersigned Declaration of Accession by a Party joining the Action becomes effective in accordance with the provisions of the GA and this CA.

Access Rights means licences and user rights with regard to Results or Background in accordance with this CA and the GA.

Action Plan means the description of the Action and the related estimated costs as first defined in Annex 1 of the GA.

Action Share means, for each Party, that respective Party's share of the total cost of the Action as initially set out in the GA, unless otherwise agreed by all Parties.

Administrative Project Manager means, the Party supporting the Coordinator carrying out administrative matters in the Project.

An **Affiliated Entity** of a Party according to this CA means any legal entity that:

- is under the direct or indirect control of a Party, or
- is under the same direct or indirect control as the Party, or
- directly or indirectly controls a Party.

Application Programming Interface or **API** means an interface implemented by a software program to enable interaction with other software, much in the same way that a user interface facilitates interaction between humans and computers. APIs are implemented by applications, libraries and operating systems to determine the vocabulary and calling conventions the programmer should employ to use their services.

The API may include specifications for routines, data structures, object classes and protocols used to communicate between the consumer and implementer of the API as well as 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.

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

- (a) is owned or Controlled by a Party before it acceded to the Agreement, or
- (b) is developed or acquired by a Party independently from the work in the Action even if in parallel with the performance of the Action, but solely to the extent that such data, information, know-how and/or IPRs are introduced into the Action by the owning Party, and
- (c) is Needed to implement the Action or exploit the Results.

"Control" may take any of the following forms:

- the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity or

- the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

However, the following relationships between legal entities do not constitute control relationships:

- the same public investment corporation, institutional investor or venture-capital company has a direct or indirect holding of more than 50% of the nominal value of the issued share capital or a majority of voting rights of the shareholders or associates;

- the legal entities concerned are owned or supervised by the same public body.

Common Control through government does not, in itself, create Affiliated Entity status provided that, and for the avoidance of doubt, any state owned company or public body may opt to have Control of any entity in which it directly or indirectly holds more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity or the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

Confidential Information has the meaning given in Section 10.1 of this CA.

Consortium means the collaborative research grouping in relation to the Action that is constituted by the GA.

Consortium Agreement or **CA** means this agreement.

Consortium Bodies means the bodies which are constituted in accordance with Section 6 of this CA.

Controlled Licence Terms means terms in any licence that require that the use, copying, modification and/or distribution of Software or another copyright work ("**Work**") and/or of any copyright 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 sake of clarity, terms in any licence that merely permit (but do not require any of) these things are not Controlled Licence Terms.

Declaration of Accession means a declaration, in the form provided for in Attachment 2 to this CA, signed by a Party in order to join the Action.

Defaulting Party means a Party which the Steering Committee has identified to be in breach of this CA and/or the GA as specified in Section 4.2 of this CA.

Dissemination means the disclosure of Results by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Results in any medium.

Technical Management Team means the Consortium Body established in accordance with Section 6.3.2 of this CA.

Exploitation or **Exploit** means the direct or indirect use of Results in i) further research activities other than those covered by the Action, or ii) in developing, creating and marketing a product, or process, or iii) in creating and providing a service, or iv) in standardization activities.

Fair and Reasonable shall have the meaning given to **Fair and Reasonable Conditions** in the GA, namely, expressed in the terminology of this CA: "appropriate conditions including possible financial terms or royalty free conditions taking into account the specific circumstances of the request for Access Rights, for example the actual or potential value of the Results or Background to which Access Rights are requested and/or the scope,

duration and characteristics of the Exploitation envisaged"; and shall include the following understanding: to fall within Fair and Reasonable conditions, the conditions must also be non-discriminatory and must be in line with customary market standards and may, if agreed upon, be royalty free where the requesting Party has made a significant contribution of Background or to the development of Results.

Force Majeure means any one or more events beyond the reasonable control of the relevant Party which occur after the date of signing of this CA, were not reasonably foreseeable at the time of signing of this CA, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

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

Grant Agreement or **GA** means the written agreement with the Funding Authority for the carrying out of the Action, including any agreed amendment to such written agreement that may from time to time be in force.

Indirect Utilisation means that Access Rights for Exploitation granted pursuant to this CA and the GA shall include the right for a Party and its Affiliated Entities to whom such Access Rights are granted to have a Third Party make, only for the account of and for the use, sale or other disposal by the Party and such Affiliated Entities, products and/or services, provided that the substantial portion of the specifications of such products and/or services has been designed by or for such Party and such Affiliated Entities. It is understood for the avoidance of doubt that any Party thus instructing Third Parties to manufacture products on this basis remains fully liable towards all other Parties for this Third Party's use of the Access Right within the limits of this agreement and that all terms and conditions of this Agreement shall be imposed on the Third Party in question on a full back-to-back basis.

Intellectual Property Rights or **IPR(s)** means: patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available, but excluding rights in Confidential Information and/or trade secrets.

Legitimate Interest means a Party's interests of any kind, which may be claimed in the cases provided for in this Consortium Agreement, if failure to take account of this interest would result in such Party's suffering disproportionately great harm.

Needed means in respect of executing or carrying out the Action, and/or in respect of "Exploitation of Results", technically essential and:

- a) where IPRs are concerned, that those IPRs would be infringed without Access Rights being granted under the GA and this CA;
- b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the Action may be considered as technically essential, except as otherwise agreed between the Parties.

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.

Result(s) shall have the meaning given to it in the Rules, meaning any tangible or intangible output of the Action in the direct performance of the Action, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Action (including, for the avoidance of doubt, Results generated by Employees and Subcontractors on behalf of a Party), as well as any rights attached to them, including Intellectual Property Rights.

Shift2Rail means the Shift2Rail Joint Undertaking as established by Council Regulation (EU) N° 642/2014 of 16 June 2014.

Software means a software program being 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.

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.

Steering Committee means the Consortium Body established in accordance with Section 6.3.1 of this CA.

Subcontractor means any Third Party engaged by a Party to carry out any of that Party's tasks in relation to the Action.

Technical Leader means the individual who will facilitate mitigation and elimination of technical issues across work packages tasks and deliverables and will support Parties for technical matters.

Third Party means any legal entity which participates in Horizon 2020 by carrying out some tasks in the Action, but which do not sign the Grant Agreement, as defined in Articles 1 and 8 of the Model Grant Agreement.

Work Package Leader or **WP Leader** means the key Party leading each work package in the Project according to Section 6.

Section 2: Purpose

The purpose of this CA is to specify with respect to the Action the relationship among the Parties, in particular concerning the organisation of the work in the Action between the Parties, the management of the Action and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution and set out other rights and obligations of the Parties supplementing but not conflicting with those of the GA (considering for the avoidance of doubt that the latter prevails).

Section 3: Entry into force, duration and termination

3.1 Entry into force

- (a) An entity becomes a Party to this CA upon signature of this CA by one or more duly authorised representative(s) of such entity.
- (b) This CA shall have effect from the Effective Date.
- (c) An entity becomes a Party to the CA upon signature of the Declaration of Accession (Attachment 2) by one or more authorised representative(s) of the new Party and the Coordinator. Such accession shall have effect from the date identified in completed and countersigned the Declaration of Accession.

3.2 Duration and termination

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

However, this CA or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement (a) by a non-Defaulting Party by the mutual written consent of the Parties and subject without limitation to Sections 3.3, 4.1 and 9.10.2.1 of this CA; (b) for a Defaulting Party subject and without limitation to Sections 3.3, 4.2 and 9.10.2.2 of this CA and (c) by the mutual written consent of all of the Parties on terms to be agreed. All terminations are subject to and without prejudice to the necessary consent and rights of the Funding Authority pursuant to the GA.

If the GA:

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

- is terminated,
- or if a Party's participation in the GA is terminated,

then this CA 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 CA.

3.3 Survival of rights and obligations

The provisions relating to Definitions (Section 1), Results (Section 8), Access Rights (Section 9) and Confidentiality (Section 10), for the time period mentioned therein, as well as for Liability (Section 5), Applicable law, Settlement of Disputes and Miscellaneous (Section 11), of this CA shall survive its termination or expiration.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred or obtained prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party.

3.4 Duties after Termination

In the event that any of the Parties is terminating its participation in the Action, the Parties shall use reasonable endeavours to reach agreement on either (a) or (b) below:

- a) reallocation of the requesting Party's work and contribution in order that the aims and objectives of the Action can still be met after the proposed withdrawal, and submitting details of it to the Funding Authority; or
- b) the drafting of a restructured Action Plan and submitting it to the Funding Authority.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Action (in accordance with the detailed definition and conditions set forth in Annex 1 of the Grant Agreement), and to co-operate, perform and fulfil, in a timely manner, all of its obligations under the GA and this CA as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify the Coordinator in a timely manner, in accordance with the governance structure of the Action, of any significant information, fact, problem or delay likely to adversely affect the Action.

Each Party shall, in a timely manner, 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.

In the event that any of the Parties is terminating its participation in the Action, the Parties shall ensure to reach an agreement on the reallocation of the terminated Party's work and contribution in order that the aims and objectives of the Action can still be met after withdrawal, and submitting details of it to the Funding Authority.

4.2 Breach

In the event that a responsible Consortium Body identifies a substantial breach by a Party of its obligations under this CA or the GA (e.g. the improper implementation of the Action), the Coordinator or, if the Coordinator is in substantial breach of its obligations, the Party appointed by the Steering Committee will give formal notice to such Party requiring that such substantial breach will be remedied within 30 calendar days

If such substantial breach is not remedied within that period or is not capable of remedy, the Steering Committee may decide to declare the Party to be a Defaulting Party and may make reasonable proposals 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 in the Action, based on objective criteria which are applied in a non-discriminatory manner, remains responsible for carrying out its relevant part of the Action and for such Third Party's compliance with the provisions of this CA and of the GA. Third Parties are not bound by the terms and conditions of the GA; conversely, the Funding Authority has no obligation vis-à-vis Third Parties. The Party that involves Third Parties has to ensure that the involvement of Third Parties does not adversely affect the rights and obligations of the other Parties under this CA and the GA. For this purpose, this Party shall inform in due time the other Parties of its intent to subcontract part of the Action to a Third Party. If another Party (the Objecting Party) considers a possible existence of a conflict of interest in the appointment of such Third Party as a Subcontractor, the Objecting Party can escalate the matter to the Steering Committee. The Objecting Party shall be obliged to submit the objection notification to the Steering Committee within 10 working days from receipt of the notification from the Party intending to involve Third Parties. The Steering Committee shall decide on the matter within the next Steering Committee of the receipt of the notification from the Objecting Party.

Section 5: Liability towards each other

5.1 Warranties

In respect of any information or materials (including Results and Background) supplied by one Party to another under the Action, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of Third Parties and/or 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.
- Where Access Rights to Results are concerned, no Party granting Access Rights shall be liable vis-à-vis any of the other Parties in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights with regard to the Results or to Background.

5.2 Limitations of contractual liability

5.2.1 Liability: general

Subject to the following provisions of this Section 5.2, the general provisions of Belgian law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the Parties for loss or damage caused by a Party, its employees, agents, Affiliated Entities and Subcontractors and arising in connection with the Action.

5.2.2 Excluded liabilities

To the extent permissible under applicable law and except as otherwise provided specifically below in this Section 5.2, in no event shall any Party be liable in connection with this CA or the GA for any of the following, however caused or arising, on any theory of liability, and even if such Party was informed or aware of the possibility thereof:

- loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or

any other type of indirect loss or damage (such as but not limited to damages) whose origin lack direct causal relation with the faulty act or omission and/or damages whose cause or nature were unpredictable at the conclusion of this Agreement.

5.2.3 Financial limit on liability

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

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

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

5.2.4 Other exceptions

The exclusions and limitations stated in Sections 5.2.2 and 5.2.3 above shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the gross negligence or wilful act of such Party, its directors, employees, agents, Affiliated Entities and Subcontractors; wilful misconduct, gross negligence, wilful breach by a Party of any obligation accepted under the GA and this CA; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

5.3 Damage caused to third parties and/or Third Parties

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

5.4 Force Majeure

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

Each Party will notify the Steering Committee in writing 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 Action are not overcome within 12 weeks after such notification, the transfer of tasks – if any – shall be decided by the Steering Committee.

Section 6: Governance structure

6.1 General structure

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

6.1.1 Steering Committee as the ultimate decision-making Consortium Body.

6.1.2 Technical Management Team as the supervisory Consortium Body for the implementation of the Action which shall report to and be accountable to the Steering Committee.

6.1.3 The Coordinator as 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 GA and this CA.

6.1.4 Project Management Office as a reference point of contact for the consortium towards the Funding Authority and the Project external stakeholders who will carry out the Project management activities as mandated in the Grant Agreement.

6.1.5 Work Packages Leaders (WP Leaders) as the responsible for the continuous monitoring and control of the work package execution and deliverables.

It is understood between Parties for the avoidance of doubt that none of the Consortium bodies shall have any external representation rights or otherwise be empowered to represent any of the Parties without having been duly mandated for this purpose in written form.

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 represented at any Consortium Body meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting; and
- shall participate in a co-operative manner in the meetings.

The composition of the Technical Management Team shall consist of the following Members:

- the representative of the Coordinator (UNIFE) together with a representative from each of the following Parties namely list: UNIFE, SIRTI, ERGOSE, ISMB, PER and DAPP (support).

The Parties shall use reasonable endeavours to maintain their representation in the Technical Management Team.

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 in accordance with the following:

	Ordinary meeting	Extraordinary meeting
Steering Committee	At least three physical meeting during project duration	At any time upon written request of the Technical Management Team or 1/3 of the Steering Committee Members
Technical Management Team	At least quarterly, either via ConfCall or physical meetings	At any time upon written request of any Technical Management Team Member

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 in Section 6.2.2.3 below.

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:

Steering Committee	14 calendar days, 8 calendar days for an extraordinary meeting
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Technical Team	Management	to accompany the notice. However, such notice shall be given no later than 7 calendar days preceding the meeting.
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6.2.2.4 Adding agenda items

The first item on any agenda of any meeting of any of the Consortium Bodies' meetings shall be an announcement of the antitrust statement in Attachment 5 of the CA by the chairperson.

Any Member of a Consortium Body may add an item to the original agenda provided all Members of a Consortium Body are present and a majority of two thirds of the Members agree to add an agenda item

6.2.2.5 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. below) of all Members of the Consortium Body. Such document shall include the deadline for responses agreed by members of the Consortium Body (minimum of 7 calendar days).

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

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 the Members of that Consortium Body are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall promptly convene another meeting within 15 calendar days. If in this second meeting the quorum is not reached then this second meeting 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 Defaulting Parties may not vote.

6.2.3.4 Decisions in the Steering Committee shall be taken by a majority of two-thirds (2/3) of the votes cast, except for accession of a new party where unanimous vote is required.

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

For the avoidance of doubt, decisions of the Steering Committee or the Technical Management Committee may not unilaterally impose additional obligations on a Party which such Party does not agree to accept.

6.2.4 Competition Law Compliance

It is the sole purpose of any meeting, either of any meeting of the Consortium Bodies or of any other meeting of the Parties, to provide a forum for expression of various points of view on topics that are strictly related to the purpose or the implementation of the Action, and that need to be discussed among the Parties to implement the Action according to this CA and the GA. Additionally the topics are duly mentioned in the agenda of a meeting and are extensively described in the minutes.

6.2.5 Minutes of meetings

6.2.5.1. The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send the draft minutes to all Members within 10 calendar days counting from the date on which the meeting was held.

6.2.5.2 Each Member of a Consortium Body that has attended the meeting, shall have the right to request that a factual inaccuracy be corrected. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes. The Coordinator shall provide authenticated duplicates of the minutes to all Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Steering Committee

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

6.3.1.1 Steering Committee Members

6.3.1.1.1 The Steering Committee shall consist of one representative of the following Parties (hereinafter referred to as “**Steering Committee Member**”):

UNIFE, SIRTI, ARD, BUT, ERGOSE, ISMB, PER, UNEW and DAPP (support).

6.3.1.1.2 Each Steering Committee Member is authorised to deliberate and decide on all matters listed in Section 6.3.1.2. of this CA.

6.3.1.1.3 A representative of UNIFE shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

6.3.1.2. Decisions

The following decisions can only be taken by the Steering Committee:

- decide upon any proposal made by the Technical Management Team for the allocation of the Action's budget in accordance with the GA, and review and propose budget reallocations to the Parties;
- proposals to the Parties for the review and/or amendment of the terms of the GA;
- decide upon material changes to the Action Plan;
- decide upon proposals from the Technical Management Team for the plan for use and the Dissemination of Results;
- Review and approve exploitation, dissemination and communication policies;
- proposal to the Parties for modifications or withdrawals to Attachment 1 (Background included);
- addition to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2 of this CA);
- proposals to the Parties for the accession of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party;
- proposals to the Parties for the withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal;
- identification of a substantial breach by a Party of its obligations under this CA or the GA;
- declaration, remedies and termination of a Defaulting Party;
- proposals to the Funding Authority for a change of the Coordinator if made a Defaulting Party;
- proposals to the Funding Authority for suspension or termination of all or part of the Action; and
- the appointment - if necessary of any vacancy to the Technical Management Team;
- Support the Project Coordinator in preparing meetings with the Funding Authority;
- Final approval of deliverables proposed by the Technical Management Team;
- Provide information to the Project Coordinator for preparing meetings with the Funding Authority.
- identify knowledge that is subject to protection, restricted use or wide dissemination;
- oversee IPR arrangements

6.3.2. Technical Management Team

6.3.2.1 Technical Management Team Members

The Technical Management Team shall consist of the Coordinator and the Parties as agreed under Section 6.2.1 of this CA (hereinafter referred to as “**Technical Management Team Members**”). Any changes to the membership of the Technical Management Team shall be subject to approval by the Steering Committee.

The Technical Leader (SIRTI) shall chair all meetings of the Technical Management Team, unless decided otherwise by a majority of two-thirds of the Technical Management Team Members.

6.3.2.2 Minutes of meetings

Minutes of Technical Management Team meetings shall be jointly produced by the Project Coordinator and be sent by the Coordinator to the Steering Committee Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The chairperson of the Technical Management Team shall prepare the meetings, propose decisions and prepare the proposals for the Steering Committee according to Section 6.3.1.2 above.

6.3.2.3.2 The chairperson of the Technical Management Team shall seek a consensus among the Technical Management Team Members and Technical Management Team decisions shall be taken by a majority of at least two thirds of all votes. For the avoidance of doubt, decisions of the Technical Management Team may not unilaterally impose additional obligations on a Party which such Party does not agree to accept.

6.3.2.3.3 The Technical Management Team shall be responsible for the proper execution and implementation of the decisions of the Steering Committee.

6.3.2.3.4 The Technical Management Team shall monitor the effective and efficient implementation of the Action.

6.3.2.3.5 In addition, the Technical Management Team shall collect information at least every 6 months on the progress of the Action, examine that information to assess the compliance of the Action with the Action Plan and, if necessary, propose modifications of the Action Plan to the Steering Committee.

6.3.2.3.6 The Technical Management Team shall:

- make proposals to the Steering Committee for allocation of the Action's budget in accordance with the GA, review and propose budget reallocations to the Parties;
- escalate to Steering Committee on key technical issues;
- solve cross-WP technical issues;
- approve Project Baseline (schedule, effort and budget allocation, milestones and deliverables);
- manage the Action;
- propose to the Steering Committee procedures and tools for the marking and handling of information exchanged between Parties in the performance of the Action;
- decide upon measures in the framework of controls and audit procedures to ensure the effective day-to-day coordination and monitoring of the progress of the technical work affecting the Action as a whole;
- decide upon the technical roadmaps with regard to the Action;
- propose to the Steering Committee the plan for using and disseminating the Results;
- make proposals to the Steering Committee that the Steering Committee should serve notice on a Defaulting Party and that the Steering Committee decide to assign the Defaulting Party's tasks to one or more specific Legal Entity(ies) (preferably chosen from the remaining Parties);

- review and preliminary approval of deliverables;
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables; and
- prepare and implement 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 Article 29 of the Grant Agreement.
- to propose to the SC the plan for use and dissemination for approval, propose to the SC terms and conditions of access rights to knowledge or pre-existing knowledge aligned with SHIFT²RAIL Joint Undertaking;
- management of IPR issues;
- compile and review periodic reports to be submitted to the Funding Authority;

In the case of abandoned or revised tasks as a result of a decision of the Steering Committee, the Technical Management Team shall advise the Steering Committee on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.3 Project Management Office

6.3.3.1 Project Management Office members

The Project Management Office is led by the Coordinator acting as Project Manager and comprises also an Administrative Project Manager and the Technical Leader.

6.3.3.1.1 Under the responsibility of the Coordinator, an Administrative Project Manager will be appointed to support the parties for management and administrative matters. One Technical Leader is appointed by the Coordinator and endorsed by the consortium, as permitted by the clause 6.5, in order to support Parties for technical matters.

6.3.3.2 Tasks

Under the responsibility of the Coordinator, the Project Management Office will:

- provide templates for official documents,
- remind and attain administrative deadlines,
- consolidate and submit financial and administrative reports,
- follow-up of resources,
- identify deviations and actions required with the Funding Authority (for both financial and technical matters),
- manage the communication to the Funding Authority through regular contacts with the Project officer,
- distribute funding (handled by the Coordinator only),
- respect the contractual frame,
- manage the consortium agreement and necessary updates,
- manage administrative and financial coordination,
- realise the Steering Committee reporting, minutes etc.

6.3.3.2.1 Within the consortium, the Project Management Office will also:

- organise and manage official meetings and actions follow up,
- ensure a follow up of the project progress (deliverables, submission, templates and reminder of deadlines, update of work program, etc),

- promote internal communication (permanent contact point for the Coordinator, Website update, Hotline for the project participants on administrative and financial matters, support of the Coordinator in other matters, assistance in decision making and conflict resolution).

6.3.4 Work Package Leaders

6.3.4.1 Work Package Leaders Members

Each work package is led by a WP Leader, which is a key Party as presented in the Action Plan.

6.3.4.2 Tasks

The Coordinator of the Project will rely first on the Technical Leader and also on the WP Leaders for the technical follow up of the project.

6.3.4.2.1 The WP Leaders will ensure both a good management of their work package, and a constructive involvement of all involved Parties during the project. Each WP Leader must nominate a deputy (working in its own organisation or for another Party) who will ensure the proper running of the works in punctual cases of non-availability of the WP Leader. WP Leaders will ensure achievements to technical objectives of their work package including:

- coordination of the work to be carried (through meeting organisation and actions follow up),
- achievement of milestones,
- timely submission of deliverables,
- efficient use of resources (financial, manpower, time),
- interaction with the other work packages
- management of task leaders.

6.3.4.2.2 WP Leaders will also coordinate the reporting of their work package:

- validation of the quality of the deliverables,
- collection of the information needed to prepare periodic progress reports and to transmit them to the Coordinator and Technical Leader,
- contribution to management report and
- notification to the Project Management Office of any deviation (time and resources, technical issues, management issue within the work package).

6.3.4.2.3 They will also be responsible for knowledge management:

- to archive all documents related to their work package on the dedicated intra-consortium communication platform,
- to identify results generated and report to the Coordinator, including assessment of potential use and proposed protection policy.

6.3.4.2.4 In order to ensure horizontal interactions, the WP Leaders will be involved in some periodic meetings (call conferences, web conferencing with the Technical Leader and the Coordinator), which will permit an efficient support of the coordination between the work packages notably by increasing the experience exchange. The WP Leaders will also transmit information from the Coordinator and from the Technical Management Team to the Parties involved in their work package.

6.4. Coordinator

6.4.1 The Coordinator is the Legal Entity acting as the intermediary for efficient and correct communication 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 GA and in this CA.

6.4.2 In particular, the Coordinator shall

- monitor compliance by the Parties with their obligations;
- keep the address list of the Parties and other contact persons updated and available;
- collect, review to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- administer, prepare the minutes and provide the chair of the Steering Committee and the Technical Management Team (in respect of providing the chair of the Steering Committee and the Technical Management Team, solely if nothing is decided otherwise in accordance with Sections 6.3.1.1.3 and/or 6.3.2.1 of this CA, respectively), and follow-up the decisions of the Steering Committee and the Technical Management Team;
- transmit documents and information connected with the Action to any other Parties concerned;
- administer the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.2 of this CA;
- verify whether the Parties identified in the GA complete the necessary formalities for accession to the GA in accordance with the GA;
- provide, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims;
- maintain details of approvals given in relation to material that is subject to Controlled Licence Terms; and
- maintain and on request circulate both during and for four years (after the period of the Action set out in Article 3 of the Grant Agreement) a brief annual synopsis of Exploitations as envisaged by Article 28.1 of the Grant Agreement as disclosed by the Parties to the Coordinator when requested by the Coordinator to the Coordinator.
- without any liability remind the Parties with the obligation of the Parties' compliance with competition law rules.

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

6.4.3 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium.

6.4.4 The Coordinator shall have no other functions unless otherwise agreed upon by the Steering Committee.

6.5. Technical Leader

6.5.1 The Technical Leader (SIRTI) will chair the Technical Management Team and is the responsible of monitoring the implementation of the technical plan and ensure alignment of works and consistency across WPs in the deliverables so that the global objectives of the project are ensured.

6.5.2 The Technical Leader will trigger any correcting activities when deviations are found and will report periodically (or when decisions are required) to the Steering Committee. It includes implementation of communication, information and management processes for collective team and consensus building.

Section 7: Financial provisions

7.1. Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund to the Coordinator all payments it has received, which expense has not been duly justified, except the amount of contribution accepted by the Funding Authority. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this CA, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2. Payments

7.2.1 Payments to Parties are the exclusive task 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;
- keep the records and financial accounts relevant for the Funding Authority financial contribution and to inform the Funding Authority of its distribution thereof; and
- undertake to keep the Funding Authority financial contribution to the Action separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.2.2 With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Action receive more than its allocated share (as defined in the Grant Agreement Annex 2) 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.

7.2.3 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 will be included in the Action Plan and will be paid to the Parties after receipt from the Funding Authority without undue delay (which shall in no event be longer than 10 working days from the date of payment by the Funding Authority) and in conformity with the provisions of the GA. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Defaulting Party in accordance with the terms and conditions set forth in Section 4.2 or to a beneficiary which has not yet signed this CA. The case being the Steering Committee will specify the modalities of the withholding.

The Parties agree that the Community financial contribution shall be distributed to the Parties accordingly with the following timing:

- a) One advance payment executed upon receipt of the advance payment by the Funding Authority to the Coordinator and corresponding to the budgeted funding of the first reporting period.
- b) Subsequent payments executed as detailed in 7.2.3.2

7.2.3.1 The Parties agree that the subsequent payments shall be distributed to these Parties only upon receipt by the Coordinator directly or through the WP Leaders, of the concerned periodic reports and deliverables for the Funding Authority and following the Funding Authority's approval of such deliverables.

7.2.3.2 The Parties agree that the amount of the payment for each reporting period except the first one (refer to clause 7.2.3a)) is calculated according to the following rules:

- a) 55% of the budgeted funding of the next reporting period;
- b) the settlement between the total funding previously received and the expected financing by the Funding Authority, accordingly with the amount reported in the financial statement, certified accordingly to the GA.

7.2.3.3 In case that a Party did not provide the relevant WP Leader with its deliverables as set forth in the Action Plan or provides them late or provides non-compliant deliverables, such Party shall not receive his portion of any subsequent tranche, as the case may be, until he remedies such non delivery, late delivery or non-compliant delivery or until the WP Leader in mutual agreement with the Coordinator proposes to the Steering Committee to decide otherwise. In any case, the Steering Committee may take additional appropriate action with respect to the respective Party.

7.2.3.4 It is also agreed that no distribution of any payment from the Funding Authority will be made under a subsequent tranche prior to all amounts payable under any preceding tranche have been paid in full.

7.2.3.5 During the entirety of the project the Coordinator will limit the payments to be transferred to the Parties up to the Community financial contribution available in the dedicated bank account set as per clause 7.2.1, until the funding for the project has been received by the Coordinator from the Funding Authority.

7.2.3.6 The Coordinator shall never contribute any part of their own financial holdings in aid of the payments.

7.2.4 Bonus-malus system

7.2.4.1 A bonus-malus system is implemented to foster the timely submission of the following administrative documents:

- Internal cost reports
- Contractual periodic Financial Statements to the Funding Authority
- Contractual periodic Administrative reports to the Funding Authority

7.2.4.2 This system modifies the percentage of retention set in clause 7.2.3.2 on the basis of the timely submission of internal and contractual periodic reports observed during each reporting period.

7.2.4.3 The change of the rate of retention set in clause 7.2.3.2 is applied at the end of every reporting period, as described in the following:

- a) The Party timely submitted all the reporting documents for the reporting period of observation; in this case, the amount calculated as per clause 7.2.3.2 is 65%;
- b) The Party lately submitted the reporting documents for the reporting period of observation, within a delay of 10 days, in this case, the amount calculated as per clause 7.2.3.2 is 55%;
- c) The Party lately submitted the reporting documents for the reporting period of observation with a delay of more than 10 days; in this case, the amount calculated as per clause 7.2.3.2 is 40%.

7.2.5 The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is imposed by the Funding Authority in accordance with the provision of the Grant Agreement.

Section 8: Results

8.1. Ownership of Results

Results shall be owned by the Party and/or employee of a Party, when applicable who generated such Results, or on whose behalf such Results have been generated.

For avoidance of doubt, each Party shall for 10 years after expiration or termination of this Consortium Agreement keep and maintain due records demonstrating the work generating the Result was carried out alone and independently without any other Parties or their Affiliates or other persons working on their behalf.

An accurate list of ownership of Results will be maintained and updated by the coordinator, validated by the Steering Committee and a final version of the Results will be produced and communicated to all Consortium Parties.

8.2. Joint ownership

In accordance with the first paragraph of Article 26.2 of the Grant Agreement, two or more Parties shall own Results jointly if:

- (a) they have jointly generated them; and
- (b) it is not possible to:
 - (i) establish the respective contribution of each Party; or
 - (ii) separate them for the purpose of applying for, obtaining or maintaining their protection.

Once the Results have been generated, joint owners may agree in writing to apply another regime than joint ownership.

Unless otherwise agreed in writing between the joint owners, each joint owner shall have an equal, undivided interest in and to a joint Result as well as in and to resulting Intellectual Property Rights in all countries.

Each of the joint owners and their Affiliated Entities shall be entitled to exploit the jointly owned Result without requiring the consent of the other save in respect of licensing where the following conditions shall apply and to grant non-exclusive licenses to third parties and/or Third Parties to exploit the jointly owned Result (without any right to grant sub-license), provided that the other joint owners are given (i) At least 45 business days advance notice, and (ii) Fair and Reasonable Compensation..

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 without notification to any other Party.

8.3.2 Each Party may identify in Attachment 3 to this CA specific Third Party(ies) an/or third parties if it intends to transfer the ownership of any of its own Results. 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 attaching to it) to any Third Party(ies) an/or third parties it identified in Attachment 3 without prior notification to all the other parties. The transferring Party shall, however, upon another Party's request, inform the requesting Party of such transfer. During the implementation of the Action, any Party may add any further Third Party and/or third party to Attachment 3 by providing written notice to the Coordinator within a reasonable period prior to a transfer to such further Third Party and/or third party becoming effective. Any such amendment is subject to the approval of the Steering Committee which should not be unreasonably being withheld. If the Legitimate Interest of one joint owner would be adversely affected by such transfer that joint owner has to raise the concern within 45 days after notification. In such a case all joint owners have to agree on granting the transfer, taking into account the raised concerns as well as the Legitimate Interest of the transferor.

8.3.3 The Parties hereby agree that in the framework of a merger or an acquisition, which, for the sake of clarity, shall mean to include any assignment of ownership of any of the Parties' Results, no notification of intended transfer of ownership need be given, due to confidentiality obligations arising from national and/or Community

laws or regulations, for as long as such confidentiality obligations are in effect and/or for as long as such notice is prohibited under applicable EU and/or national laws on mergers and acquisitions.

8.3.4 Any transfer of ownership of Results made under this Section 8.3 shall be made subject to the Access Rights, the rights to obtain Access Rights and the right to Disseminate Results that are granted to the other Parties and their Affiliated Entities in the GA and/or this CA. Therefore, each transferor shall ensure that such transfer does not prejudice such rights of the other Parties or their Affiliated Entities, and the transferor shall pass on its obligations regarding the transferred Results to the transferee, including the obligation to pass them on to any subsequent transferee. The obligations under this Section 8.3 apply for as long as other Parties have - or may request - Access Rights to Results, as provided in Section 9 of this CA.

8.4 Dissemination

8.4.1 Dissemination of Results

During the Action and for the period of time as stated in Section 10.2 of this CA, the Dissemination of Results by one or several Parties including but not restricted to publications of whatever form (excluding patent applications(s) and other registrations of IPRs), shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions:

Prior written notice of the final version of any planned publication shall be given to the other Parties at least forty-five (45) days before the planned publication submission date. Any objection to the planned publication shall be made in writing to all Parties within thirty (30) days after receipt of the written notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection to a planned publication by a Party is justified if:

- (a) the protection of the objecting Party's Results or Background is adversely affected; and
- (b) the proposed publication includes Confidential Information of the objecting Party; or
- (c) the objecting Party's legitimate academic or commercial interests would be harmed.

Any and all objection(s) shall include, to the extent possible, a precise request for necessary modifications.

If an objection has been raised on one or more of the above mentioned grounds, the objecting Party and the publishing Party 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 Confidential Information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

For the avoidance of doubt, no publication may be delayed for more than a maximum of ninety (90) days after the date of sending such prior written notice, after which consent for publication shall be deemed to have been granted.

8.4.2 Dissemination of another Party's unpublished Results or Background

In case a Party wishes to include in a Dissemination activity another Party's solely owned Results (which are not publically available), Background and/or Confidential Information, it needs to first obtain that Party's prior written approval.

The mere absence of an objection according to Section 8.4.1 of this CA is not considered as an approval.

8.4.3 Co-operation obligations

- (i) The Parties undertake to co-operate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Results, Background and/or Confidential Information, subject to the confidentiality and publication provisions agreed in this CA.

- (ii) In accordance with Section 8.4.1 of this CA, prior to notifying any planned publication and/or any planned Dissemination activity of Results, Parties shall undertake reasonable efforts to refrain from including in such planned publication and/or such planned Dissemination activity of any other Party's Confidential Information.

8.4.4 Use of names, logos or trademarks

Nothing in this CA 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 CA, no Party shall have any obligation pursuant to this CA 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.

Subject to a decision by the Steering Committee that the Consortium shall contribute to European or other standard, a copy of each proposed contribution of Results to a meeting of such approved standard's organisation, (a "**Scheduled Meeting**"), for the purpose of incorporation in a standard, shall be distributed in detail and in writing to the Parties, by the Party proposing to submit the contribution, no later than thirty 30 days prior to the date of the meeting ("**Review Period**").

Any Party may submit a written objection, to such contribution to the Party proposing the standard's contribution and to the Technical Management Team, within a period of twenty (20) days, (hereinafter referred to as the "**Objection Period**") after receipt of a copy of the proposed contribution on either or both of the following grounds:

- (i) that the objecting Party considers that the protection of the objecting Party's Result would be adversely affected by the proposed contribution;
- (ii) that the proposed contribution includes the Results, Background, or Confidential Information of the objecting Party.

The proposed contribution shall not be made until the expiry of the Objection Period. Any objection accompanied by evidence indicating, prime facie, that the objection is justifiable as defined under (i) and (ii) above, is (hereinafter referred to as a "**Justifiable Objection**"). In the absence of any Justifiable Objection on either or both of the above grounds within the above mentioned period, it is deemed that the Parties agree to the proposed contribution. Following the end of the above mentioned period, the Technical Management Team shall inform the Parties whether or not any objection has been received and whether such objection(s) is/are Justifiable Objections.

In the event that a Justifiable Objection is raised on either or both of the above defined grounds within the Objection Period, the Party proposing the publication and the Party objecting shall seek in good faith to agree a solution on a timely basis whereby the Justifiable Objection is resolved. No such standard contribution shall be made in respect of which any Justifiable Objection remains unresolved.

Section 9: Access Rights

9.1. Background included: "Positive List"

9.1.1 The Parties collectively identify in itemized form in Attachment 1 ("**Listed Background**") the only Background which is included in the grant of Access Rights for the implementation of the Action or Exploitation

of any Results prior to signature of the CA. In addition, each Party may, during the term of the Action, make deletions to or amend Attachment 1 solely with the approval of the Steering Committee, but may make additions in said Attachment 1 on its own motion by written notice to the Coordinator.

9.1.2 Notwithstanding anything else in this CA, there shall be no obligation to grant, and no right to be granted, Access Rights to any Background that is not listed in Attachment 1 to this CA. Each Party agrees not to use, in the implementation of the Action, any Background not part of the Listed Background, if such use would result in such Background being needed by any other Party for implementation of the Action or Exploitation of Results. However, if a Party uses Background in a manner that such Background becomes Needed by any other Party for the implementation of the Action or Exploitation of any Results, then such Background shall be deemed added to Attachment 1 and shall not be excluded from obligations to grant Access Rights in accordance with the GA and this CA.

9.1.3 Notwithstanding anything else in this CA, the following shall apply:

- a) If the terms under the GA and/or this CA 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.
- b) If for any Background the grant of Access Rights under the GA and/or this CA would require any form of consent of or compensation to a third party, such Background shall not be used in circumstances as long as no agreement between the third party and the Parties of the CA has been reached.
- c) If Background is or becomes at any time essential to a standard adopted by a standard setting body, the terms and provisions governing the access to such Background via the standard shall be the prevailing terms.

9.2. General Principles

9.2.1 Subject to Section 9.1 of this CA and as provided in Article 25 (Access Rights to background) of the Grant Agreement, Parties shall use reasonable efforts to inform each other before signature of the GA of any limitation affecting the granting of Access Rights to their Background. Parties also shall inform each other as soon as possible of any other restriction which might substantially affect the granting of Access Rights. If the Steering Committee considers that the restrictions mentioned in Section 9.1 of this CA have such significant impact, and such restrictions are not foreseen in the Action Plan, it may decide to update the Action Plan accordingly.

9.2.2 For the sake of clarity, any Access Rights granted under this Agreement expressly exclude any rights to grant sub-licences, unless expressly stated otherwise in this CA or agreed in writing between the Parties concerned.

9.2.3 Save in exceptional circumstances, the granting of Access Rights shall be free of any administrative transfer costs. Any and all Access Rights granted under this CA shall be granted on a non-exclusive, non-transferable and worldwide basis, if not otherwise agreed in writing by the Parties concerned.

9.2.4 Any requests for receiving Access Rights to be granted under this CA shall be made within thirty six (36) months after the period of the Action set out in Article 3 of the Grant Agreement.

9.2.5 Results and/or Background shall be used by the non-owning Party only for the purposes for which Access Rights to such Results and/or such Background have been granted and are subject to the conditions set forth in this CA.

9.2.6 As far as not deemed granted, including without limitation by means of this Agreement, and unless stated otherwise in Sections 9.4.1 and/or 9.4.2 of this CA, all requests for Access Rights shall be made in writing.

9.2.7 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.

9.2.8 Have Made Rights

Any and all Access Rights for Exploitation granted pursuant to this Agreement include the right of Indirect Utilisation as such term is defined in Section 1 of this CA.

9.2.9 Employee's Rights

In addition to the obligations pursuant to the GA, each Party shall, to the fullest extent it can lawfully do so, ensure that it can grant Access Rights and fulfil the obligations under the GA and this CA notwithstanding any rights of its employees or Subcontractors in Results so created.

9.3 Access Rights to Background

9.3.1 Access Rights to Background Needed for implementation of the Action

Access Rights to Background Needed for the implementation of the Action are hereby requested (in accordance with the requirements of the GA), and shall be deemed granted, as of the date of the GA entering into force, on a royalty-free basis to and by all Parties and subject to any legal restrictions and limitations to such Background, where a Party's participation is terminated in accordance with Section 9.10.2. of this CA, that Party's Access Rights to the Background Needed for implementation of the Action owned by the continuing Parties shall terminate, but the continuing Parties shall continue to have Access Rights to the Background of the Party whose participation has so terminated.

9.3.2 Access Rights to Background Needed for Exploitation of Results

Upon request, Access Rights to Background of a Party (the First Party) owning or controlling such Background, which is Needed for the Exploitation of the Results of another Party (the Second Party), as demonstrated to the satisfaction of the First Party, shall be granted by the First Party to the Second Party subject to any legal restrictions and limitations to such Background and subject to Fair and Reasonable Conditions to be separately agreed between the Parties.

9.4 Access Rights to Results for Implementation of the Action, for Exploitation of the Result, for Information Related to Results and for Internal Development, Research and Teaching

9.4.1. Access Rights to Results of other Parties for Implementation of own Action

Access Rights to Results which are Needed for the implementation of the Action are hereby requested (in accordance with the requirements of the GA), and shall be deemed granted, as of the date of the GA and CA entering into force, on a royalty-free basis to and by all Parties and, where a Party's participation is terminated in accordance with section 9.10.2 of this CA, that Party's Access Rights to the Results Needed for implementation of the Action owned by the continuing Parties shall terminate, but the continuing Parties shall continue to have Access Rights to the Results of the Party whose participation has so terminated.

9.4.2. Access Rights to Results of other Parties for Exploitation of own Results

Upon request, Access Rights to Results of a Party (the First Party) owning or controlling such Results, which is Needed for the Exploitation of the Results of another Party (the Second Party), as demonstrated to the satisfaction of the First Party, shall be granted by the First Party to the Second Party subject to Fair and Reasonable Conditions to be separately agreed between the Parties.

9.4.3 Access Right to Information Related to Results

Access Rights to Result Information shall be granted under royalty-free basis.

"**Information**" for the purpose of this Section 9.4.3 shall mean any drawings, specifications, photographs, samples, models, procedures, instructions, reports, papers, and any other technical or commercial information, data and documents of any kind, including oral information but excluding any Intellectual Property Rights to which such information relates.

9.4.4 Access Rights for Internal Research, Development and Teaching Activities

Access Rights to Results for internal research and development, and teaching activities (which may be subject to appropriate undertaking as to confidentiality and subject to not jeopardizing the protection of the Result and the Intellectual Property of the Result in the form of patent, industrial design, copyright etc.), but excluding research carried out for Third Parties and/or third parties as well as any research and development carried out for the (direct or indirect) purpose of elaborating tender specifications and/or research carried out for the purpose of any form of commercialization, are hereby requested and deemed granted on a royalty-free basis to and by all Parties, as of the date of the Result arising, for the lifetime of the relevant Result.

9.5 Access Rights for Affiliated Entities

9.5.1 Sub-Licensing for Affiliated Entities

When granting any Access Rights under this CA, each Party hereby grants, or shall cause any Affiliated Entities owning any Background and/or Results to grant, any other Party, sub-license right, on any Access Rights to which such Party is granted Access Rights under this CA and on the same terms, solely and exclusively for the benefit of such Party's Affiliated Entities. In sub-licensing any Access Rights to its Affiliated Entities, each Party shall ensure that its Affiliated Entities are bound by the relevant and applicable rights and obligations provided in this CA, including without limitation appropriate undertaking as to Confidentiality but excluding obligations to implement the Action and to provide Action deliverables.

Access Rights granted to any Affiliated Entity are subject to the conditions attached to the Party granting such sub-licence (if any) and subject to 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.

For the avoidance of doubt, this Section 9.5 of this CA is intended to confer a benefit on Affiliated Entities of the Parties by affording them the opportunity to obtain Access Rights, but it shall not oblige any Affiliated Entity of any Party to accept the granting of any Access Rights.

9.5.2 Cessation of Affiliated Entities

a) Rights granted to Affiliated Entities

Upon any Legal Entity ceasing to be an Affiliated Entity of a Party, any Access Rights granted to such Legal Entity shall lapse, provided however that the provisions of paragraphs (A) and (B) below will apply with respect to:

- (i) any Results, or Background to which such Legal Entity has been granted Access Rights pursuant to the GA and this CA; and
- (ii) any Party's Confidential Information that has been used by such Legal Entity in accordance with the provisions of the GA and this CA,

and that, at the time of cessation of such Legal Entity's Affiliated Entities' status, has been:

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

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

(B) With respect to such Background, and Results other than Confidential Information: at the request of such Legal Entity, the Parties shall grant non-exclusive licenses to such Legal Entity under such Background, and Results for use in such Legal Entity's Products, Processes and Services on the same terms and conditions as the corresponding Access Rights granted in accordance with the GA and this CA to the Party of which such Legal

Entity was an Affiliated Entity, provided that no commercial interest of such Parties opposes the grant of such licenses.

b) Rights granted by Affiliated Entities

Upon any Legal Entity ceasing to be an Affiliated Entity of a Party, the licenses or user rights previously granted by such Legal Entity to any Party and/or its Affiliated Entities under or in respect of Background, or Results shall continue in full force and effect.

9.6 Rights granted for Advisory Group members

Advisory Group members are invited to actively participate in the meetings of the Advisory Group and to provide input when requested by the Members of the consortium. However, Access Rights to Background Needed for the implementation of the Action and Results shall not be deemed granted.

Advisory Groups means a group of legal entities not involved in the Consortium but contributing to the Action.

9.7 Additional Access Rights

For the avoidance of doubt, any grant of Access Rights not covered by the GA or this CA shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be negotiated and ultimately agreed between the owning and a receiving Party(ies).

9.8 Inability to grant Access Rights due to third party rights

When a Party is unable, because of third party rights, to grant Access Rights to its own Background, it will notify the other Parties as set out in Section 9.2.1 of this CA.

9.9 Access Rights to Third Parties

Subject to obligations in relation to Confidential Information but notwithstanding anything else in this CA, each Party may enter into a technical co-operation or licensing arrangement with a Third Party/third party in respect of its own Results even if there are minor amounts of Results owned by another Party, or even of Background (associated with that other Party's Result), unavoidably incorporated into or amalgamated with such own Result. In such circumstances, and upon request of the Party entering the co-operation or arrangement, the other Party shall grant non-exclusive rights to permit such co-operation or arrangement against terms and conditions to be agreed, provided such grant does not adversely affect a Legitimate Interest of the other Party.

9.10 Access Rights for Parties entering or leaving the Consortium

9.10.1 New Parties entering the Consortium

As regards to Results generated by any Party before the Accession Date of a new Party, said new Party will be granted Access Rights to such Results as of the Accession Date by said new Party under the same terms and condition as any other Party to this CA.

Access Rights to Results generated before the Accession Date of the new Party shall be granted to said new Party as if such Results were Background and under the terms and conditions associated to Background as set forth under Sections 9.3 and 9.4.2 of this CA.

The new Party is hereby deemed a Third Party in respect of any Confidential Information disclosed by a Party with respect to whom this CA has been terminated for any reasons other than any breach of such Party's obligations under this CA, at an effective date prior to the Accession Date of said new Party, unless otherwise provided in writing by the Party with respect to whom this CA has been terminated.

9.10.2 Parties leaving the Consortium

9.10.2.1 Access Rights granted to and from a leaving Non-Defaulting Party

The obligations contained in this CA on Access Rights to Results and Background Needed for the Exploitation of a Party's Results, granted or to be granted by Parties in respect of a leaving Party up and until the effective date of the termination of such leaving Party's participation in this CA shall continue in effect.

Notwithstanding anything to the contrary in this CA, a leaving Party is entitled to request Access Rights for Exploitation of its Results under the terms set forth in this CA up to one year following termination of such leaving Party's participation in the Action.

9.10.2.2 Access Rights granted to and from a leaving Defaulting Party

Any and all 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 Steering Committee to terminate its participation in the Consortium.

A Defaulting Party shall continue to grant Access Rights pursuant to the GA and this CA in respect of its Background; and Results existing at the time of such termination as prescribed in the present CA.

A Defaulting Party shall immediately return any and all other Party's materials, equipment, and any other element that can be requested by a Party (including without limitation Confidential Information capable of being return) in its possession at its own cost.

9.11 Specific provisions on Software

9.11.1 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 of this CA are applicable also to Software as far as not modified by this Section 9.11.

9.11.2 Parties' Access Rights to Software do not include any right to receive i) Source Code, or ii) Object Code ported to a certain hardware platform, or iii) 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 such Access Rights.

9.11.3 The intended introduction of material (including, but not limited to Software) under Controlled Licence Terms in the Action requires the unanimous approval of the Parties to this Agreement to implement such introduction into the Action Plan.

9.11.4 No Access Rights to any Background or Results shall include the right to sub-licence such Background or Results upon Controlled Licence Terms (and accordingly none of them shall be sub-licensed upon Controlled Licence Terms) unless agreed expressly in writing by the Party granting the Access Rights.

9.11.5 Access Rights to Software

Access Rights to Software which are Results shall comprise one or more of the following:

- Access to the Object Code;
- Access to run the Software, and
- if a Party can demonstrate to the satisfaction of the Party owning the Source Code that the execution of its tasks under the Action or the Exploitation of its own Results is technically impossible without Access to the Source Code, Access to the Source Code to the extent Needed and under the conditions set forth below.

Access Right to Software Background shall only be provided by any means agreed expressly in writing between the Parties concerned.

9.11.6 Software licence and sub-licensing rights

9.11.6.1 Results - Rights of a Party (Object Code)

Where a Party has Access Rights to Object Code and/or APIs which is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4 of this CA, as far as Needed for the Exploitation of Results, comprise the right:

- (i) to make an unlimited number of copies of Object Code and APIs; and
- (ii) to distribute, make available, communicate to the public, market, sell and offer for sale (including using services of a Third Party/third party) such Object Code and APIs alone or as part of or in connection with Products, Processes or Services of the Party having the Access Rights; and
- (iii) to use the Object Code and API in research and development, and to create or market any product, process or service, and to use them to create or provide any service.

provided however that any Product, Process or Service has been developed by the Party having the Access Rights in accordance with its rights for the Exploitation of Object Code and APIs for Results.

9.11.6.2 Results - Rights to grant sub-licences to end-users (Object Code)

Access Rights to Object Code shall, as far as Needed for the Exploitation of a Party's own Results, comprise the right to grant to end-user customers buying/using the product/services, a sub-license to the extent as necessary for the normal use of the relevant product or service to use the Object Code or APIs 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 Needed:

- 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

9.11.6.3 Background as provided under Section 9.1

Where a Party has Access Rights to Object Code and/or APIs which is Needed and Background as provided under Section 9.4 of this CA for Exploitation, Access Rights exclude the right to sub-license. Such sub-licensing rights may, however, be negotiated between the Parties.

9.11.6.4 Results - Rights of a Party (Source Code)

Where, in accordance with this Section 9.11, a Party has Access Rights to Source Code which is a Result for Exploitation, then, as far as Needed for the Exploitation of said Party's own Results, such Access Rights shall comprise a worldwide right to use, to make or have made copies, to modify or have modified, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service. Such rights on the Source Code are, however, excluding the right to grant a sub-license to any Third Parties /third parties other than Affiliated Entities.

9.11.6.5 Results – Rights to grant sub-licences to end-users (Source Code)

When a Party demonstrates, to the satisfaction of the Party owning the Source Code, that it is Needed for Exploitation of its own Results, Access Rights to Source Code under this Section 9.11 for the Exploitation of a Party's own Results shall include the right to sub-license Source Code solely for purpose of error correction, maintenance and/or support of the Software.

9.11.6.7 Background (Source Code)

For the avoidance of doubt, where a Party has Access Rights to Source Code which is Background for Exploitation, Access Rights exclude the right to sub-license to any Third Parties/third parties (other than Affiliated Entities). Such sub-licensing rights may, however, be negotiated between the Parties.

9.11.6.8 Specific formalities

Each sub-licence granted according to the provisions of Section 9.11.4 of this CA where possible shall be made by a written agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

Section 10: Non-disclosure of Confidential 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**”) and which is, when disclosed in writing, clearly labelled “**CONFIDENTIAL**” or, when disclosed orally, is designated as to constituting confidential information at the time of disclosure as well as confirmed in writing as to constituting confidential information fifteen (15) days after the date of disclosure at the latest, in connection with the Action during its implementation is “**Confidential Information**”.

10.2 The Recipient hereby undertakes, for a period of 4 years after the end of the Action:

- a) not to use Confidential Information otherwise than for the limited purpose for which it was disclosed;
- b) not to disclose Confidential Information to any third party other than its Affiliated Entities and Subcontractors without the prior written consent by the Disclosing Party, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 10;
- c) to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but, in any case shall apply not less than reasonable care); and
- d) to ensure that internal distribution of Confidential Information by a Recipient, its Affiliated Entities and Subcontractors shall take place on a need-to-know basis;
- e) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may however archive, copy and/or otherwise store Confidential Information to the extent it is required to do so because of compliance with applicable laws and regulations or for the proof of on-going obligations.

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

- (a) the Confidential Information has become publicly available by means other than a breach of the Recipient’s confidentiality obligations or any other confidentiality undertaking;
- (b) the Disclosing Party has informed the Recipient that the Confidential Information is no longer confidential;
- (c) the Confidential Information has been communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- (d) the Confidential Information was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- (e) the Confidential Information was already known to the Recipient prior to disclosure without any obligation of confidence to the Disclosing Party or
- (f) 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.

10.4 Each Recipient shall promptly advise the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware thereof.

10.5 If any Recipient 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 (i) notify the Disclosing Party, and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the Confidential Information.

10.6 the Recipients (including Affiliated Entities and Subcontractors) shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Action and/or after the termination of employment.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This CA consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Declaration of Accession)
- Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2 of this CA)
- Attachment 4 (Identified Affiliated Entities)
- Attachment 5 (Antitrust statement)

In case the terms of this CA are in conflict with the mandatory terms of the GA, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this CA, the latter shall prevail.

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

11.2 No representation, partnership or agency

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 CA 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 CA shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

(a) Formal notices:

If it is required in this CA (Sections 4.2, 9.10.2.2, and 11.4 of this CA) 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.

(b) Other communication:

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

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

11.4 Assignment and amendments

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

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

11.8.1 The Parties shall reasonably endeavour to settle their disputes amicably. If, however, no settlement of any dispute under this CA has been possible to achieve, after the Parties' reasonable endeavours to settle such dispute(s) amicably, the provisions of Section 11.8.2 of this CA shall be applicable to any such dispute's settlement.

11.8.2 ICC Arbitration

All disputes directly arising under this CA (other than disputes relating to the infringement and/or validity of IPR which shall be the exclusive jurisdiction of the competent court), which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels

The foregoing shall be without prejudice to the right of any Part to seek injunctive relief or other equitable compensation before any court in any place where any unauthorized use of its Intellectual Property Rights or Confidential Information occurs or threatens to occur.

11.9 - Foreign Trade, Export Control and Payments Legislation

11.9.1 The Parties shall upon request provide without undue delay and in writing all information and data which are reasonably required by a requesting Party in order to comply with applicable national and international customs and foreign trade, export control and payments legislation ("Foreign Trade Regulations ") when exporting the Results or granting Access to Results or Background.

11.9.2 Neither Party shall be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade, export control or customs requirements or any embargoes or other sanctions

AS WITNESS:

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

Authorised to sign on behalf of **UNION DES INDUSTRIES FERROVIAIRES EUROPEENNES – UNIFE**

Signature: _____

Name: **Philippe CITROËN**
(*Project Specific Legal Authorised Signatory - PLSIGN*)

Date of signature

Authorised to sign on behalf of **SIRTI - SOCIETA PER AZIONI**

Signature: _____

Name: **Stefano Ghirardini**
(*Project Specific Legal Authorised Signatory - PLSIGN*)

Date of signature

Authorised to sign on behalf of **ARDANUY INGENIERIA SA**

Signature: _____

Name: **Bernat Amadas Simon**
(Project Specific Legal Authorised Signatory - PLSIGN)

Date of signature

Authorised to sign on behalf of **D'APPOLONIA BELGIUM**

Signature: _____

Name: **Valerio Recagno**
(*Project Specific Legal Authorised Signatory - PLSIGN*)

Date of signature

Authorised to sign on behalf of **ERGOSE S.A.**

Signature: _____

Name: **Christos Dionelis**
(*Project Specific Legal Authorised Signatory - PLSIGN*)

Date of signature

Authorised to sign on behalf of **ISTITUTO SUPERIORE MARIO BOELLA SULLE TECNOLOGIE DELL'INFORMAZIONE E DELLE TELECOMUNICAZIONI AS**

Signature: _____

Name: **Massimo MArcarini**
(*Project Specific Legal Authorised Signatory - PLSIGN*)

Date of signature

Authorised to sign on behalf of **PERPETUUM LIMITED**

Signature: _____

Name: **Roy Freeland**
(Project Specific Legal Authorised Signatory - PLSIGN)

Date of signature

Authorised to sign on behalf of **UNIVERSITY OF NEWCASTLE UPON TYNE**

Signature: _____

Name: **Dr. Christine Masterson**
(*Project Specific Legal Authorised Signatory - PLSIGN*)

Date of signature

Authorised to sign on behalf of **VYSOKE UCENI TECHNICKE V BRNE**

Signature: _____

Name: **prof. RNDr. Ing. Petr Štěpánek, CSc.**
(*Project Specific Legal Authorised Signatory - PLSIGN*)

Date of signature