

CONSORTIUM AGREEMENT

for the project

UMOBILE

Universal, mobile-centric and opportunistic communications architecture

Grant Agreement Number: **645124**

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INTRODUCTION

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 **Project start date:** 01/02/2015, hereinafter referred to as the Effective Date

BETWEEN:

1. Democritus University of Thrace, the Coordinator
2. University College London
3. The Chancellor, Masters and Scholars of the University of Cambridge
4. COPELABS - ASSOCIACAO PARA A INVESTIGACAO E DESENVOLVIMENTO EM COGNICAO E COMPUTACAO CENTRADA NAS PESSOAS (COPELABS -- COFAC)
5. Fundacion TECNALIA Research & Innovation
6. TEKEVER II Autonomous Systems Lda
7. Senception Lda
8. Fon Technology S.L.
9. AFA Systems s.r.l.

hereinafter, jointly or individually, referred to as “Parties” or ”Party” relating to the Action entitled

Universal, mobile-centric and opportunistic communications architecture

in short

UMOBILE

hereinafter referred to as “Project”

WHEREAS:

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

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

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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Version 1.1, May 2014

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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

“Consortium Plan”

Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Project Coordination Committee.

"Funding Authority"

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

“Defaulting Party”

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

“Needed” means:

For the implementation of the Project:

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

For exploitation of own Results:

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

“Software”

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

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If the Grant Agreement

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

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

3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

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

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

Third parties should be clearly stated in the grant agreement.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third parties

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

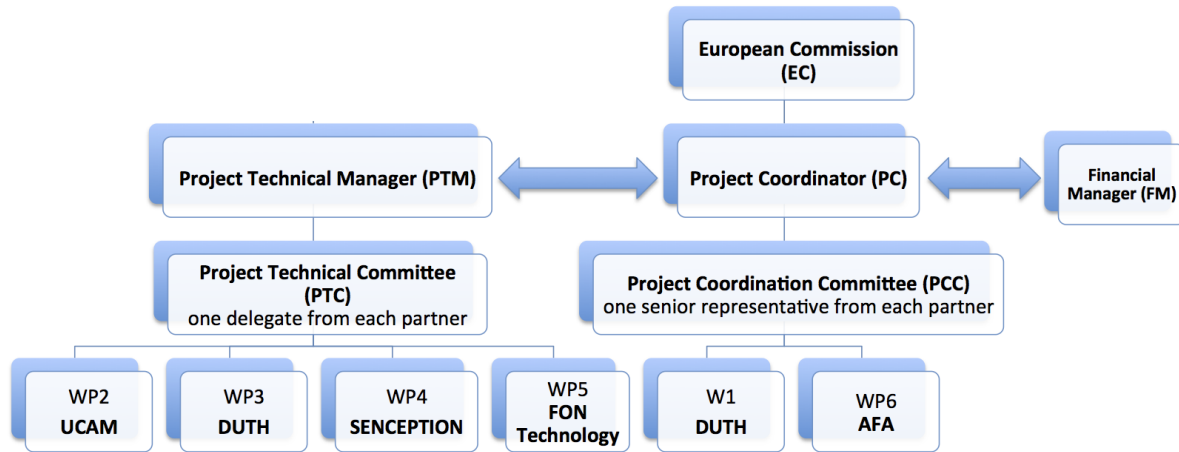
5.4 Force Majeure

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

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

Section 6: Governance structure

6.1 General structure



6.2 Members

The management of the consortium partners consists of the key mechanisms and people introduced in the subsequent sections.

Project Coordinator (PC)

The Project Coordinator is the Partner Representative of the Prime Contractor. The Project Coordinator will coordinate both technical and overall management activities. The mandate of the Coordinator is to:

- Represent the project in relations with the European Commission (EC),
- Report to the European Commission and monitor overall performance of the project,
- Promote project visibility and dissemination of project results in relevant international fora,
- Promote acceptance of project results among telecommunications stakeholders and
- Administer project resources and monitor project spending.

Specific tasks are:

- To convene and chair Project plenaries, Project coordination and technical meetings,
- To collect Quarterly Reports from Partners and forward an overall Annual Control Report and Periodic Progress Reports to the Project Officer,
- To communicate with Partner Representatives with the view of coordinating the exploitation of the Project's results,
- To enforce compliance to the project's internal communication and editorial conventions and to maintain a Project document library,
- To convene and participate in Project Review meetings, to ensure preparation of Technical Audit Documentation and to organise the team of delegates to the Technical Audit,
- To supervise the preparation of the Final Technical Deliverable,

- To supervise the preparation of at least one pamphlet to support high level dissemination of Project results, and to ensure representation of the project in external events, such as workshops on related topics,
- To co-ordinate technical activities of the project,
- To report to the Project Coordination Committee on the technical progress of the project and to co-ordinate the production of technical deliverables and
- To attend the Technical Audit.

Prof. Vasileios Tsaousidis (Vassilis Tsaoussidis) is the Project Coordinator. A substitute Coordinator will be designated at the kick-off-meeting.

Project coordination Committee (PCC)

The project is managed and administered at its topmost, non-technical level by the Project coordination Committee (PCC). The PCC is the formal decision-making body for the project. The PCC consists of one delegate (Partner Representative) from each organisation participating in the project. Normally, Project coordination Committee meetings will be called in association with Technical Meetings. Participation by full partners or their delegates is mandatory. The chairperson of the PCC is the Project Coordinator. The PCC shall meet as required (either physically or through teleconference), between two to six times per year. Prior to each PCC meeting, the Project coordination Committee will also receive feedback by the Project Technical Committee on the evolution of the project, in order to identify any problems that may have arisen.

Each Partner Representative will represent their organisation in the course of PCC activities. A requirement on each organisation is that their Partner Representative be authorised to make decisions on behalf of the organisation, following partner's organisation internal decision process, during the normal course of PCC business.

The Project Coordination Committee representatives of each Party will be defined by each Party in the kick-off-meeting.

Project Technical Committee (PTC)

The Project Technical Committee is the body responsible for making and overseeing all technical decisions made within the project. It directly controls all Work Package Tasks, through the consensus of the partners. The PTC is responsible for putting into place mechanisms to be used by the Work Packages to ensure the quality of work, produced deliverables, and any technical papers produced at the Work Package level. The PTC consists of one delegate from each organisation participating in the project. The chairperson of the PTC is the Project Coordinator. Work Package Leaders are responsible for summarising the progress of Work Packages during PTC meetings. The PTC will meet (either physically or through teleconference) as required, between three to six times per year. Prior to each PTC meeting, the Project Technical Committee will also receive feedback by the Project coordination Committee on the evolution of the project, as far as management is concerned, in order to identify any problems that may have arisen and set barriers to the technical evolution of the project.

The Project Technical Committee representatives of each Party will be defined by each Party in the kick-off-meeting.

Work Package Leaders, Work Packages and Tasks Meetings

In order to promote cooperation and coordination between the on-going work of different Work Packages, periodic Work Package Leader meetings will take place. Additionally, Work Packages and Task meetings will take place appropriately. All partners are required to attend these meetings accordingly. The chairman for these meetings will be the respective Project Coordinator, Technical Manager, Work Package or Task Leader.

Work Package Leaders will be defined in the kick-off-meeting.

Work Package /Task Leaders

The Work Package/Task Leader is the representative of the partner responsible for the Work package or Task according to the Technical Annex. The project Work Packages/Tasks will each annually appoint Work Package/Task leaders to organise and chair Work Package/Task meetings, and to ensure the proper organisation and execution of Work Package/Task work. The Work Package/Task Leaders are responsible for the performance of the corresponding Work Packages/Tasks. Work Package/Task Leaders are required to attend Work Package/Task Leader meetings.

Work Package/Task Leaders will be defined in the kick-off-meeting.

Specific tasks for Work Package Leaders are to ensure accomplishment of the technical objectives of the work package and to report to the Technical Manager, to participate in technical meetings, including meetings of the Project Technical Committee, to coordinate the production of Work Package/Task relevant part of the Deliverables and to co-ordinate the production of external papers in topics dealing with their activities. Under serious circumstances they will flag insufficient quality or unacceptable delays in the contribution of individual members. Work Package/ Task Leaders can be dismissed by the Project Coordinator in case of major deviations from the agreed plan of work, provided an alternative person is approved by a two-third majority of partners.

Liaison Delegates

Appropriate Liaison Delegates will be nominated within appropriate Work Packages for interaction and technical liaison with other EU funded projects. It is their role to resolve outstanding technical issues that may arise when dealing with other projects.

Liaison Delegates will be proposed in the kick-off-meeting.

6.3 Operational procedures

6.3.1 Representation in meetings

Any member should:

- be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The Coordinator shall convene ordinary meetings at least once every six months and in particular according to the detailed meetings plan which will be finalized during the kick off meeting and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2. Notice of a meeting:

The Coordinator shall give notice in writing of a meeting to each Member as soon as possible and at least 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The Chairperson shall prepare and send each Member an agenda within at least 10 calendar days preceding the meeting.

6.3.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members within at least 5 calendar days preceding the meeting.

6.3.2.5 During a meeting the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6 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 signed by the defined majority (see Article 6.3.3.) of Members.

6.3.2.7 Meetings may also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Article 6.3.5 of this Consortium Agreement.

6.3.3 Voting rules and quorum

6.3.3.1 The Project Coordination Committee and the Project Technical Committee shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented.

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

6.3.3.3 Defaulting Parties may not vote.

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

6.3.4 Veto rights

6.3.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision

of the Project Coordination Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.3.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

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

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

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

6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/She shall send draft minutes to all Members within 10 calendar days of the meeting.

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

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the Project Coordination Committee, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3.6 Decisions

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

The following decisions shall be taken by the Project Coordination Committee:

Content, finances and intellectual property rights

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

- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

The procedure described for the Project Coordination Committee (article 6.3) applies to the Project Technical Committee.

Project Co-ordination Committee meetings will be called in association with Technical Meetings.

In the case of abolished tasks as a result of a decision of the Project Coordination Committee, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations keeping the address list of Members and other contact persons updated and available
- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Funding Authority
- preparing the meetings, proposing decisions and preparing the agenda of Project Coordination Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project,,

- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3 If the Coordinator fails in its coordination tasks, the Project Coordination Committee may propose to the Funding Authority to change the Coordinator.

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

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

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

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

7.3 Payments

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.
- with reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

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

The pre-financing will be distributed according to each beneficiary share to the project budget. The payment schedule for remaining interim payments will be approved in the Kick off Meeting.

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

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

Section 8: Results

8.0 Ownership of Results generated by a single Party

Results are owned by the Party that generates them.

8.1 Joint ownership

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

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

8.2 Transfer of Results

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

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

8.2.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (3) after signature of this Agreement requires a decision of the Project Coordination Committee.

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

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

8.3 Dissemination

8.3.1 Dissemination of own Results

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

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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

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

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

8.3.2 Dissemination of another Party's unpublished Results or Background

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

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background included

9.1.1 In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits. Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 Any Party can propose to the Project Coordination Committee to modify its Background in Attachment 1.

9.2 General Principles

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

9.2.2 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

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

9.2.4 Access Rights are granted on a non-exclusive basis.

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

9.2.6 All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

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

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions. Access rights to Results for internal research activities shall be granted on a royalty-free basis.

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

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities [listed in Attachment 4]. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party:

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Project Coordination Committee to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

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

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

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

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

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

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

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

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

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)

Attachment 4 (Identified Affiliated Entities)

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

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2, 1.1 and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

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

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.3.6 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

WIPO Mediation Followed, in the Absence of a Settlement, by WIPO Expedited Arbitration or by Court Litigation]

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

WIPO Mediation Followed, in the Absence of a Settlement, by WIPO Expedited Arbitration]

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

Section 12: Signatures

AS WITNESS:

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

12.1 Democritus University of Thrace

Date:

Authorised representative:

Signature:

Stamp:

12.2 University College London

Date:

Authorised representative:

Signature:

Stamp:

12.3 The Chancellor, Masters and Scholars of the University of Cambridge

Date:

Authorised representative:

Signature:

Stamp:

12.4 COPELABS – COFAC

Date:

Authorised representative:

Signature:

Stamp:

12.5 Fundacion TECNALIA Research & Innovation

Date:

Authorised representative:

Signature:

Stamp:

12.6 TEKEVER II Autonomous Systems Lda

Date:

Authorised representative:

Signature:

Stamp:

12.7 Senception Lda

Date:

Authorised representative:

Signature:

Stamp:

12.8 Fon Technology S.L.

Date:

Authorised representative:

Signature:

Stamp:

12.9 AFA Systems s.r.l.

Date:

Authorised representative:

Signature:

Stamp:

Attachment 1: Background included

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

As to **Democritus University of Thrace**, it is agreed between the parties that, to the best of their knowledge:

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

As to **University College London**, it is agreed between the parties that, to the best of their knowledge:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Simulation software we have developed through our participation in the EU FP7 COMET and EU FP7 GreenICN projects.	Licenced using GNU General Public License, version 2.	Licenced using GNU General Public License, version 2.

As to **The Chancellor, Masters and Scholars of the University of Cambridge** it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of **The Chancellor, Masters and Scholars of the University of Cambridge** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to **COPELABS - ASSOCIACAO PARA A INVESTIGACAO E DESENVOLVIMENTO EM COGNICAO E COMPUTACAO CENTRADA NAS PESSOAS (COPELABS -- COFAC)** it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of **COPELABS - ASSOCIACAO PARA A INVESTIGACAO E DESENVOLVIMENTO EM COGNICAO E COMPUTACAO CENTRADA NAS PESSOAS (COPELABS -- COFAC)** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to **Fundacion TECNALIA Research & Innovation**, it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of **Fundacion TECNALIA Research & Innovation** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to **TEKEVER II Autonomous Systems Lda** it is agreed between the parties that, to the best of their knowledge:

No data, know-how or information of **TEKEVER II Autonomous Systems Lda** shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

As to **Senception Lda** it is agreed between the parties that, to the best of their knowledge:

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

As to **Fon Technology S.L.** it is agreed between the parties that, to the best of their knowledge:

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

As to **AFA Systems s.r.l.** it is agreed between the parties that, to the best of their knowledge:

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.

UCL Business PLC, The Network Building, 97, Tottenham Court Road, London, W1T4TP

Tel: + 44 (0)207 679 9000/ Fax: +44 (0) 207 679 9838/ Email: info@uclb.com / Web:

<http://www.uclb.com>

Attachment 4: Identified Affiliated Entities according to Section 9.5

-Fon Labs S.
Fon Wireless Limited

-The University of Cambridge's Affiliated Technology transfer company is Cambridge Enterprise Limited.

Cambridge Enterprise Limited is registered in England and Wales
Company Number 1069886, VAT Number GB823847609
Registered Office: The Old Schools, Trinity Lane, Cambridge CB2 1TN

-UCL Business PLC, The Network Building, 97, Tottenham Court Road, London, W1T4TP
Tel: + 44 (0)207 679 9000/ Fax: +44 (0) 207 679 9838/ Email: info@uclb.com / Web:
<http://www.uclb.com>