

GENIUS CONSORTIUM AGREEMENT

Grant agreement no: 606740

Date of approval: 18th September 2013

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TECHNICAL PROVISION

The tasks of each party, the non-financial resources and tools needed to develop this Project and the Project schedule are included in the Consortium Plan.

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the EC Grant Agreement, hereinafter referred to as the Grant Agreement and Annex II adopted on 14 December 2012 hereinafter referred to as Annex II of the Grant Agreement and is made on 18 September 2013 , hereinafter referred to as “Effective Date”

BETWEEN:

- (1) Universitat de Barcelona, UB (Spain), the Coordinator,
- (2) Centre National de la Recherche Scientifique, CNRS (France),
- (3) The University of Edinburgh, UEDIN (United Kingdom),
- (4) Universiteit Leiden, UL (Netherlands)
- (5) Consorci Centre de Serveis Científics i Acadèmics de Catalunya, CESCO (Spain),
- (6) Istituto Nazionale di Astrofisica, INAF (Italy),
- (7) Agencia Estatal Consejo Superior de Investigaciones Científicas, CSIC (Spain),
- (8) Université de Geneve, UNIGE (Switzerland),
- (9) Université Libre de Bruxelles, ULB (Belgium),
- (10) Fundação da Faculdade de Ciências de Universidade de Lisboa, FFCUL (Portugal),
- (11) University of Bristol, UBR (United Kingdom),
- (12) The Chancellor, Masters and Scholars of the University of Cambridge, UCAM (United Kingdom),
- (13) Kyoto University, KU (Japan),

Hereinafter, jointly or individually, referred to as “Parties” or “Party”

Relating to the Project entitled “Gaia European Network for Improved User Services” (in short “GENIUS”), hereinafter referred to as “Project

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a Proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of a “Collaborative Project”.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

1.2 Additional Definitions

1.2.1 Grant Agreement definitions

Words defined in the Annex II of the Grant Agreement have the same meaning in this Consortium Agreement.

1.2.2 Additional definitions

Accession Date means the date of the signature of the Declaration of Accession by a Party joining the Project in accordance with the provisions of the GA and this CA.

Affiliate of a Party means:

- (a) any legal entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts; and
- (b) any other legal entity that is listed in Annex 1 to this CA as being an Affiliate of that Party, where such legal entity is:
 - (i) one in which that Party (or a legal entity qualifying as an Affiliate of that Party under (a) above) has a 50% equity share or is the single largest equity shareholder; or
 - (ii) under common Control with that Party, or a legal entity qualifying as an Affiliate of a Party under (a) above through government.

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

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

Common Control through government does not, in itself, create Affiliate status and any legal entity under common government Control must be specified in accordance with (b) above in order to qualify as an Affiliate.

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

Background shall have the meaning given to it in the GA, namely, expressed in the terminology of this CA: "information which is held by Parties prior to their accession to the GA, as well as copyrights or other IPRs pertaining to such information, the application for which has been effectively filed before their accession to the GA, and which is needed to carry out the Project or for Using the Foreground".

Commission means the Commission of the European Communities.

Community means the European Community.

Confidential Information means all information in whatever form or mode of transmission, 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", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 21 calendar days at the latest as confidential information by the Disclosing Party, is "Confidential Information".

Consortium means the collaborative research grouping in relation to the Project that is constituted by this CA.

"Consortium Plan" Consortium Plan means the description of the work and the related agreed to Consortium Budget, including the payment schedule, as updated and approved by the Executive Board.

"Consortium Budget" Consortium Budget means EU financial contribution and the allocation of it and all resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

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

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 be made available as of right to any third party on request, whether royalty-free or not;
- (b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- (c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, 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 Project.

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

Force Majeure means any one or more events beyond the 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.

Foreground shall have the meaning given to it in the GA, namely, expressed in the terminology of this CA: "the results, including information, whether or not they can be protected, which are generated by the Project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection".

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

Executive Board means the group of individuals established in accordance with Section 6.2.

Jointly generated Foreground means Foreground generated in the course of carrying out work on the Project, by 2 or more Parties (the "**Contributors**") (or other persons working on their behalf) contributed to it, and if the contributions to or features of such Foreground form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining and/or owning the relevant patent protection or any other IPR protecting or available to protect such Foreground, the Contributors agree that all patents and other registered IPRs issued thereon, and any other IPRs protecting such Foreground, shall be jointly owned by the Contributors, their respective shares corresponding to their respective intellectual input to such generation.

For the avoidance of doubt, this shall continue to apply even if a joint owner does not wish to contribute, or ceases to contribute, to expenses, as specified herein.

Held or **held**: references in this CA to Background being "Held" or "held" by a Party mean that such party can legally grant, or require someone other than any of the other Parties to grant, Access Rights under and/or to such Background without the consent of, and without being obliged to account to or make any payment to, any third party.

Intellectual Property Rights or **IPR** means: patent, 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 or trade secrets.

Limited Source Code Access means: (a) access to Object Code; or, where normal use of such Object Code requires an API, access to such Object Code and such API; or (b), if (a) is not available, access to Source Code.

Needed and **necessary**, mean technically essential and: 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 Use of own Foreground:

Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible

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.

Party or **Parties** means a party or the Parties identified as such in, and having signed, this CA or a subsequent Declaration of Accession.

Project Deliverable means a deliverable required under the GA and/or this CA (including, but not limited to, the reports and cost statements that have to be delivered to the Co-ordinator and/or the Commission).

Project means the GENIUS Project.

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

Proposal means the proposal for the Project submitted by the Parties to the Commission. Proposal shall, as applicable, also mean any amendment to a Proposal submitted to the Commission by or on behalf of all the Parties.

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.

Source Code Access means access to Source Code as Necessary for a Party for execution of its part of the Project or for a Party's Use of Foreground.

Subcontractor means any third party engaged by a Party to carry out any of that Party's tasks in relation to the Project.

Work shall have the meaning given it above in the definition of Controlled Licence Terms.

Joint Research Unit means an unincorporated entity created by a written contract between a Signatory Party and the Third Party Linked to a Beneficiary it represents and listed, if any, in the special clause n°10 of the Grant Agreement.

Third Party Linked to a Beneficiary means legal entities, either public or private, represented in the Grant Agreement by a Signatory Party according to the terms of Special Clause n°10 of the Grant Agreement. This Signatory Party and the Third Party Linked to a Beneficiary it represents shall be partners in "Joint Research Unit".

Third Party Linked to a Beneficiary represented by a Signatory Party in this Consortium Agreement is:

- Université de Franche-Comté

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 organization of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

3 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 authorized representative.

This Consortium Agreement shall, subject to full signature, have effect from the Effective Date identified at the beginning of this Consortium Agreement.

A new Party enters the Project upon signature of the Accession document (Annex 5 of the Grant Agreement) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the Accession document.

A new Party enters the Consortium upon signature of the Accession document 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 or the participation of one or more Parties to it 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 Commission does not award the Grant Agreement or terminates the Grant Agreement or a Party's participation in the Grant Agreement, 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, Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement as agreed in respective articles.

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

4 Responsibilities of Parties

4.1 General principles

Each Party shall bear its own costs in connection with the making of the Proposal, the negotiation of the GA and this CA.

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

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

Each Party shall provide promptly 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 and shall not knowingly provide any information, Background or Foreground which it is not entitled to so provide for the purposes of the Project.

In addition to the obligations specified in the GA, and unless approved to the contrary by the Executive Board or agreed to the contrary by the Parties (for example if the facts are stated in Annex I of the GA), each Party agrees not to use, in the execution of the Project:

(b) any Background listed as excluded in Attachment 2 to this CA, where such use would result in such excluded Background being needed for the Use of Foreground.

Each Party further agrees not to use, as part of a Project Deliverable or in the design thereof or in any information supplied hereunder or under the GA, any third party copyrighted materials, unless all of the other Parties have beforehand accepted such use in writing. Examples of such materials may include, without limitation: code downloaded from the internet, whether or not it contains a copyright notice; information the owning Party has received from another person or entity under obligations of confidentiality; or excerpts from other publications. In the event of use of open source software, the respective Party shall notify the others in writing.

Each Party undertakes to use reasonable endeavors to supply promptly to the Coordinator all such information and documents as the Coordinator (if appropriate, acting on behalf of the External Advisory Board or the Executive Board) needs to fulfill obligations pursuant to this CA and the GA. Each Party shall indemnify the Coordinator against all liability incurred by the Coordinator in the performance of its obligations, due to any failure by such Party in the execution of its obligations under this CA and the GA. the indemnity obligation has the art. 5.2 limit, except in the case of penalizations imposed by the European Union.

Each Party is committed to fulfill the goals specified in the general work plan, as defined in the Consortium Plan.

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g.: a Party producing poor quality work), the Coordinator will give written notice to such Party requiring that such breach 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 Executive Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

Without prejudice to the provisions of clause 10.2, such termination shall become effective with respect to such Defaulting Party as of the date of expiration of such notice period or the termination of the Defaulting Party from the GA, whichever occurs earlier. If any Party's participation in the GA is terminated by the Commission pursuant to the provisions of the GA, or if any Party withdraws from the Project, then, without prejudice to any other rights of the other Parties, the provisions of Section 10.2 shall apply correspondingly.

4.3 Involvement of third Parties

A Party that enters into a subcontract or otherwise involves third Parties (including but not limited to Affiliates) in the Project remains solely 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 use of third Parties does not affect the rights and obligations of the other Parties regarding Background, Foreground and Confidentiality, in general all the rights and obligations contained in this Consortium Agreement or in the Grant Agreement. Where a Party engages its Affiliate(s) to perform Project effort, it will be held responsible for that Affiliates acts/omissions, and will ensure that the Affiliate is subject to terms which ensure the rights of the Project Partners are not prejudiced.

5 Liability towards each other

5.1 No warranties

With respect to any information or materials supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied neither as to the sufficiency or fitness for purpose nor, subject to Section 4.1, as to the absence of any infringement of any Intellectual Property Rights of third parties. The recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

Therefore, subject to the exclusions, limitations and exceptions stipulated in this CA, 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 Affiliates) exercising its Access Rights

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, revenue, income, interest, savings, production and business opportunities, loss of contracts, goodwill, and anticipated savings; loss of or damage to reputation or to data; costs of recall of products; or any type of indirect, incidental, punitive, special or consequential loss or damage loss of profit, loss of revenue or loss of contracts.

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 I of the Grant Agreement.

The limitations of liability stated above shall not apply in the case of (i) fraud; (ii) death, injury to natural persons or damage to real or immovable property caused by the negligence or willful act of such Party, its directors, employees, agents and Subcontractors; or (iii) damage caused by a willful act or omission, or gross negligence.

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

5.3 *Damage caused to third Parties*

Subject to any warranty or undertaking provided in this CA, each Party, and not the Consortium as a whole, shall be solely liable for any loss, damage or injury to third Parties resulting from the performance of the said Party's obligations under this Consortium Agreement or from its use of Foreground or Background.

5.4 *Force Majeure*

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

6 Governance structure

6.1 *The Coordinator*

The Coordinator is the legal entity acting as the intermediary between the Parties and the European Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement, this Consortium Agreement and the Consortium Plan.

6.1.1 *Coordinator responsibilities*

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

In particular, the Coordinator shall be responsible for:

- (a) monitoring compliance by the Parties with their obligations,
- (b) keeping the address list of Members and other contact persons updated and available
- (c) collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certifications) to the European Commission
- (d) preparing the meetings, proposing decisions and preparing the agenda of Executive Board
- (e) meetings, chairing the meetings, preparing the Minutes of the meetings and monitoring the implementation of decisions taken at meetings
- (f) transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to the Parties
- (g) administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3

- (h) 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;
- (i) The Coordinator shall act to bring into legal effect as it considers appropriate the advice and directions it receives from the Consortium Bodies.

and

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

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

6.2 The Executive Board

The Executive Board is the formal decision-making body of the Consortium.

6.2.1 Members

The Executive Board shall consist of the high-level Work Package managers (hereinafter Member). Each Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Article 6.2.7 of this Consortium Agreement. Each Work Package manager on the Executive Board will represent all of the Parties involved in that Work Package, taking on board their expressions that strictly correspond to the best possible performance of that Work Package or the project altogether.

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise by the Executive Board. The Parties agree to abide those decisions of the Executive Board that are within its remit and are brought into legal effect by the Coordinator where necessary. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.

6.2.2 Operational procedures for the Executive Board Representation in meetings

Every Member of the Executive Board must appoint a voting representative. This representative should be confirmed in this Consortium Agreement.

This representative:

- (a) should be present or represented at every Executive Board meeting;
- (b) may appoint a substitute or a proxy to attend and vote at any meeting; however, this must be submitted in writing to the Coordinator prior to the meeting; each Party may represent only one other Consortium Member at a time; and
- (c) shall participate in a cooperative manner in the meetings.

6.2.3 Preparation and organization of meetings

6.2.3.1 Convening meetings:

	Ordinary Meeting	Extraordinary Meeting
Executive Board (Face-to-face Meeting)	At least once a year	At any time upon written request of the ½ of the Members of the Executive Board

The Coordinator shall convene ordinary meetings of the Executive Board at least once a year and shall also convene extraordinary meetings at any time upon written request of ½ of the Members of the Executive Board.

6.2.3.2 Notice of a meeting:

The Coordinator shall give notice in writing of a meeting to each Member, and thereafter each Member will inform the Project Partners that are included in his Work Package as soon as possible and at least 30 calendar days preceding an ordinary meeting and 14 calendar days preceding an extraordinary meeting. However, in the case of teleconferences, the Coordinator shall give notice in writing of a meeting to each Member as soon as possible and at least 7 calendar days preceding an ordinary meeting and 2 working days preceding an extraordinary meeting.

	Ordinary Meeting	Extraordinary Meeting
Executive Board (Face-to-face Meeting)	30 Calendar days	14 Calendar days
Executive Board (Teleconferences)	7 Calendar days	2 Working days

6.2.3.3 Sending the agenda:

The Coordinator shall send each Member, a written original agenda at least 7 calendar days preceding the meeting for all Face-to-face meetings and 2 working days prior to all teleconferences. Each Member will inform the Project partners that are included in his Work Package

	Ordinary Meeting	Extraordinary Meeting
Executive Board (Face-to-face Meeting)	7 Calendar days	7 Calendar days
Executive Board (Teleconferences)	2 Working days	2 Working days

6.2.3.4 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 up to 2 working days preceding the meeting..

	Ordinary Meeting	Extraordinary Meeting
Executive Board (Face-to-face Meeting)	2 Working days or during a meeting with unanimous agreement in all cases	
Executive Board (Teleconferences)		

6.2.3.5 Taking decisions without convening a meeting:

Any decision may also be taken without a meeting via email based on the voting rules in Article 6.2.4.

6.2.3.6 Non-Face-to-face meetings:

Meetings of the Executive Board can also be held by teleconference or other telecommunication means.

6.2.3.7 Decisions in effect:

Decisions will only be binding once the relevant part of the Minutes is accepted according to Article 6.2.6 of this Consortium Agreement.

6.2.4 Voting rules and quorum

6.2.4.1 Establishing Quorum

The Executive Boards shall not deliberate and decide validly unless three quarters (3/4)of its Members are present or represented (quorum).

Each Member present or represented in the meeting shall have one vote.

6.2.4.2 Defaulting Party vote:

Defaulting Party Members may not vote.

6.2.4.3 Majority:

Decisions shall be taken by a majority of the votes. In the case of a tie, the vote must be immediately repeated with the Coordinator casting an additional vote to break the tie.

6.2.5 Veto rights

Any Project Partner that 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 Executive Board, may exercise a veto, through its Work Package Leader, with respect to the corresponding decision or relevant part of the decision.

When the decision is foreseen on the original agenda, a Project Partner, through its Work Package Leader, may veto such a decision during the meeting only. When a decision has been

taken on a new item added to the agenda before or during the meeting, a Project Partner, through its Work Package Leader, may veto such decision during the meeting and within 15 calendar days after the Minutes of the meeting are sent.

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

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

6.2.6 Minutes of meetings

The Coordinator shall produce written Minutes of each meeting which shall be the formal record of all decisions taken. The Coordinator shall make available to all Members draft Minutes within 14 calendar days of the meeting. The Minutes shall be considered accepted if, within 14 calendar days from availability date, no Member has objected in writing to the Coordinator with respect to the accuracy of the draft of the Minutes. The accepted Minutes shall be made available to all of the Project Partners.

6.2.7 Decisions of the Executive Board

The Executive Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Executive Board:

Content, finances and intellectual property rights

- (a) Proposals for changes to Annex I of the Grant Agreement to be agreed by the European Commission
- (b) Changes to the Consortium Plan (including the Consortium Budget)
- (c) Withdrawals from Attachment 1 (Background included)
- (d) Additions to Attachment 2 (Background excluded)
- (e) Additions to Attachment 3 (Listed Affiliates)
- (f) Additions to Attachment 5 (List of Third Parties)

Evolution of the Consortium

- (g) Propose to the Coordinator the entry of a new Party to the Consortium and approval of the settlement on the modalities and conditions of the accession of such a new Party
- (h) Propose to the Coordinator to withdrawal of a Party from the Consortium and the approval of the settlement on the modalities and conditions of the withdrawal
- (i) Propose to the Coordinator to declare of a Party to be a Defaulting Party
- (j) Propose to the Coordinator corrective measures to be required from a Defaulting Party
- (k) Propose to the Coordinator the termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- (l) Proposal to the European Commission for Suspension of all or part of the Project
- (m) Proposal to the European Commission for Termination of the Project and/or the Consortium Agreement

- (n) Termination of the Project and/or the Consortium Agreement Appointments
- (o) Agree on the Members of any supplemental task force based on a proposal by the Coordinator.

In the case that the Executive Board agrees to eliminate tasks, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments of each Party made prior to these new decisions, which cannot be cancelled.

6.3 The External Advisory Board (EAB)

The External Advisory Board is the entity that provides complementary expertise in the relevant areas and an independent overview of the GENIUS progress.

The EAB will assist at least once a year to the plenary meetings to help the Project keep its (possibly changing) scientific target, as well as evaluate the scientific view.

The EAB will be asked to annually evaluate the Project as a whole and report to the Consortium to guide in longer term decision making.

6.3.1 Members

The External Advisory Board shall consist of Members coming both from academia and industry. The composition of this board will be:

- A representative of the Gaia Science Team
- A representative of ESA (covering the representation of the Science Archive Team at ESAC and the mission team)
- An independent scientist with experience in fields close to the Gaia science case (to be chosen for instance from among the GREAT community)
- An independent computer science expert
- A senior scientist with experience in the preparation of the Hipparcos catalogue, the predecessor of Gaia

Each Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Article 6.3 of this Consortium Agreement.

6.3.2 Operational procedures for the EAB Representation in meetings

The operational meeting process of the EAB is same as the procedures in relation to general meetings, as detailed in articles 6.2.2 to 6.2.6 of the CA.

6.3.3 Decisions of the EAB

The EAB will decide the text of the annual evaluation of the Project, and the strategic recommendations. The EAB give advices/recommendation to the Executive Board that will vote to adopt such and such modifications.

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of the Financial Contribution

The financial contribution of the European Commission to the Project shall be distributed by the Coordinator according to:

- a) the Consortium Budget as included in the Consortium Plan
- b) the approval of reports by the European Commission, and
- c) the provisions of payment in Article 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 European Commission and the Coordinator.

7.1.3 Funding Principles

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

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

7.1.4 Financial Consequences for a leaving Party

A Party leaving the Consortium shall refund all advance payments except the eligible costs accepted by the European Commission.

Furthermore a Defaulting Party shall, notwithstanding the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs reasonably incurred by the other Parties in order to perform its and their tasks

7.2 Budgeting

All resources made available for the Project shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties and shall be budgeted.

7.2.1 Budgeted costs eligible for 100% reimbursement

These costs shall be budgeted in the Consortium Budget in the following order of priority:

- (a) banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- (b) a reasonable costs of Parties related to

- the delivery of certification of financial statements according to the Grant Agreement; or
 - the certification of the financial/administrative methodology, unless the methodology has already been used by the Beneficiary in a previous Grant Agreement and has not changed (Grant Agreement Article II.4.4 and II.14.1); and/or
 - the certification of the simplified method of calculation of a Party's full indirect eligible costs (Grant Agreement Article II.15.2.a), if any
- (c) costs related to calls for new Beneficiaries
 - (d) costs related to updating this Agreement
 - (e) management costs of the Coordinator
 - (f) intellectual property protection costs
 - (g) costs for publications
 - (h) costs for the tasks of chairpersons
 - (i) dissemination activities
 - (j) networking activities
 - (k) training activities
 - (l) any other costs eligible for 100% reimbursement

7.2.2 Budgeting of coordination costs

Costs of coordination of research which are not allowed as management cost according to Annex II of the Grant Agreement (Grant Agreement Article II.16.5) have to be budgeted separately.

7.3 Payments

Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- (a) notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- (b) perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- (c) undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property
- (d) All payments shall be made without undue delay by the Coordinator after receipt of funds from the European Commission in accordance with following payment schedule:
 - The first payment will be sent to the Parties in accordance with the schedule of the tasks development and the amount received from the Commission.
 - The second payment will be distributed depending on the work performed and accepted by the Commission and never will exceed the justified amount by the Party.
- (e) The third payment shall be made after the Party has justified all its costs and after Commission acceptance.

Payments to Parties will be handled according to the modalities described in the Article 11.6 of Annex II of the Grant Agreement.

The Coordinator is entitled to withhold any advances either due to a Defaulting Party or to a Beneficiary not being a Party to this Consortium Agreement. The Coordinator may suspend payment to a Defaulting Party in the event of non-performance by that Party that reasonably justifies the suspension.

The Coordinator is entitled to recover any advances already paid to a Defaulting Party.

8 Foreground

Regarding Foreground, Grant Agreement Article II.26 - Article II.29 shall apply with the following additions:

If, in the course of carrying out work on the Project, Foreground is generated and two or more Parties contributed to it, and if the contributions to, or features of, such Foreground form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining and/or owning the relevant patent protection or any other IPR protecting or available to protect such Foreground, the joint owners agree as follows:

8.1.1 Joint ownership

For the avoidance of doubt, the default provisions of Article II.26.2 of the Grant Agreement shall not apply. Instead, unless otherwise agreed in writing between the Contributors (as defined below), this Section 8.1 shall apply. However, the Contributors shall in all cases be at liberty to agree in writing something different to Section 8.1, so long as such different agreement (i) does not prejudice the Access Rights or other rights of the other Parties and (ii) is agreed to in writing explicitly mentioning the Foreground to which the following conditions shall not apply.

Subject to any different agreement as referred to in paragraph above between the Contributors, the following shall apply:

- (a) If, in the course of carrying out work on the Project, Foreground is generated and 2 or more Parties (the "Contributors") or other persons working on their behalf) contributed to it, and if the contributions to or features of such Foreground form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining and/or owning the relevant patent protection or any other intellectual property rights protecting or available to protect such Foreground, the Contributors agree that all patents and other registered intellectual property rights issued thereon, and any other intellectual property rights protecting such Foreground, shall be jointly owned by the Contributors. For the avoidance of doubt, this shall continue to apply even if a Contributor does not wish to contribute, or ceases to contribute, to costs as referred to in art. 8.3.5 b.
- (b) Each Contributor shall have the right, to Use the joint Foreground and resulting patents, patent applications and other intellectual property rights protecting such Foreground, and to grant non-exclusive licenses (with the right to grant sub-licenses and for the sub-licensee to grant further sub-licenses) to third parties under the jointly owned Foreground and under any intellectual property rights protecting such Foreground, with obtaining prior consent from and providing a fair and reasonable compensation to the other Contributor(s). For the avoidance of doubt, this shall continue to apply even if a Contributor does not wish to contribute, or ceases to contribute, to costs as referred to in art. 8.3.5 b.
- (c) Each joint owner of patents or patent applications or other intellectual property rights protecting such jointly owned Foreground shall have the right to bring an action for infringement of any such jointly owned intellectual property rights only with the consent of the other owner(s). Such consent may only be withheld by another joint owner who

demonstrates that the proposed infringement action would be prejudicial to its commercial and academic interests.

8.2 Transfer of Foreground

Each Party may transfer ownership of its own Foreground following the procedures of the Grant Agreement Article II.27.

Each Party may identify specific third parties it intends to transfer Foreground to in Attachment 5 to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the Grant Agreement Article II.27.3. The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties according to this Agreement will not be affected by such transfer. Any addition to Attachment 5 after signature of this Agreement requires a decision of the Executive Board.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 calendar days prior notice foreseen in Grant Agreement Article II.27.2.

8.3 Dissemination

8.3.1 Publication

In relation to its Foreground, in accordance with the rules in Article II.30 of the Grant Agreement, at least 30 calendar days prior notice of any Dissemination activity (including, but not limited to any publication, presentation or patent application) shall be given to the other Beneficiaries concerned, including sufficient information concerning the planned Dissemination activity and the data envisaged to be disseminated.

Any of those Beneficiaries may object within 30 days of the notification to the envisaged activity if it considers that its legitimate interests in relation to its Foreground, Background or Confidential Information, could suffer disproportionately great harm. If no objection is made within the time limit stated above, the publication is permitted.

If an objection has been raised, the opposing Party(ies) and the publishing Party shall use all reasonable endeavours to overcome such barrier to publication as quickly as possible. The publishing Party shall postpone the publication of such material until such barrier has been overcome. However, the maximum time of postponement shall be four (4) months from the date of the objection unless (exceptionally) the Parties involved agree to extend the postponement.

If there is still no agreement between the Parties at the end of these four (4) months and the Parties involved have not agreed to extend the postponement, each Party may (always subject to Section 8.3.2) act as it sees fit, taking responsibility for its own actions.

8.3.2 Publication and Contribution to Standards of other Party's Foreground, Background or Confidential Information

For the avoidance of doubt, a Party may not publish Foreground, Background or Confidential Information of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval.

For the avoidance of doubt, no Party shall have the right to contribute to a standard or allow the contribution to a standard of any data which constitutes Foreground, Background or Confidential

Information of another Party, even if such Foreground or Background or Confidential Information is amalgamated with the other Party's (ies') Foreground, without the other Party's prior written approval.

A copy of each proposed contribution of Foreground to a meeting of a standards organisation included in the schedule distributed by the Executive Board (hereinafter referred to as a "Scheduled Meeting"), for the purpose of incorporation in a standard, shall be distributed to the Parties, by the Party proposing to submit the contribution, no later than 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 standards contribution and to the Executive Board, within a period of 20 days ("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 Foreground would be adversely affected by the proposed contribution; (ii) that the proposed contribution includes the Foreground, Background or Confidential Information of the objecting Party. The proposed contribution shall not be made until the expiry of the above period of 20 days. Any objection accompanied by evidence indicating, prime facie, which the objection is justifiable, 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 Board 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 above period of 20 days, 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 standards contribution shall be made in respect of which any Justifiable Objection remains unresolved.

For all other proposed contributions of Foreground for the purpose of incorporation in a standard, the above procedure of this section 8.3.2 shall apply accordingly, except that the Review Period shall be 40 days and the Objection Period shall be 30 days.

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 Foreground or Background.

However, confidentiality and publication clauses have to be respected.

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.

8.3.5 Protection of Foreground

All Parties are committed to bring all scientific or technological Project results that might lead to a patent promptly to the attention of the Executive Board.

- (a) Within a reasonable period following creation of any jointly owned Foreground, the Contributors shall enter into good faith discussions in order to agree on an appropriate

course of action for filing applications for patent protection or other protection, including the decision as to which a Contributor is to be entrusted with the preparation, filing and prosecution of such applications and in which countries or territories such applications are to be filed. Except for any priority applications, the filing of any applications for patents or other intellectual property rights on joint Foreground shall require mutual agreement between the Contributors (but excluding any Contributors who choose pursuant to paragraph (d) below not to contribute to the cost of such application). All external costs related to applications for patent protection or other protection resulting from such applications and the fees for maintaining such protection shall be shared between the Contributors, subject to paragraph b) below.

(b) If and when a joint owner decides not to contribute, or not to continue its contribution, as the case may be, to the costs of application for or maintenance of patent or other intellectual property rights protection for the jointly owned Foreground, for one or more countries or territories, it shall be entitled not to contribute, or to discontinue its contribution, provided however that:

- it shall promptly notify the other Contributor(s) in writing of its decision;
- the other Contributor(s) shall have the right to file such application at its (their) own expense and shall have full control over the prosecution and maintenance thereof even though title thereto and to any patents, patent applications or other registered intellectual property rights issuing thereon shall remain jointly owned as aforesaid.

The contributing Parties agree to act in good faith to resolve any dispute that may arise during the process of producing a final draft of the joint invention disclosure so that the joint invention disclosure can be timely filed. Subject to paragraph b) of this section 8.3.5, the costs related to patent applications shall be shared in proportion to their participation between all contributing Parties. The same applies if the contributing Parties agree to initiate litigation against any third party for violation of a joint patent. If a contributing Party wishes to initiate litigation against a third party with respect to a joint patent, such Party will inform the other contributing Party(-ies) of its intent, and the other Party(-ies) shall each inform the initiating Party whether and/or to what extent the other Party(-ies) wish(es) to participate in the respective actions. If a contributing Party elects not to participate in any such actions, this Party shall have no obligation to share the costs related to such actions, but shall also not share in any recovery.

9 Access Rights

9.1 Background covered

The Parties shall identify in Attachment 1 the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the Grant Agreement.

Such identification may be done by e.g.

- a) naming a specific department of a Party; and/or
- b) by subject matter.

The owning Party may add further Background to Attachment 1 during the Project by written notice. However, only the Executive Board can permit a Party to withdraw any of its Background from Attachment 1. The Parties agree that all Background not listed in Attachment 1 shall be

explicitly excluded from Access Rights. They agree, however, to negotiate in good faith additions to Attachment 1 if a Party asks them to do so and those are needed. For the avoidance of doubt, the owner is under no obligation to agree to additions of its Background to Attachment 1.

In addition, if a Party wishes to exclude specific Background, it shall list such Background in Attachment 2. The owning Party may withdraw any of its Background from Attachment 2 during the Project by written notice. However, only the Executive Board can permit a Party to add Background to Attachment 2.

9.2 General principles

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.

As provided in the Grant Agreement Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open Source Code software in the Project).

Each Party further agrees not to use, as part of a Project Deliverable or in the design thereof or in any information supplied hereunder or under the GA, any third party materials, unless all of the other Parties have beforehand accepted such use in writing. Examples of such materials may include, without limitation: code downloaded from the internet, whether or not it contains a copyright notice; information the owning Party has received from another person or entity under obligations of confidentiality; or excerpts from other publications.

If the Executive Board considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the Grant Agreement Article II.32.7.

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

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.

Acting in good faith, when a Party believes that for execution of the Project or Use of Foreground from the Project it might require Access Rights to another Party's Background, it will promptly notify such other Party of the Background Needed. Notwithstanding anything else in this CA, there shall be no obligation under the GA or this CA to grant, and no right to be granted, any Access Rights to any Background that is not listed as included in Attachment 1 to this CA.

The requesting Party must show that the Access Rights are Needed. Any Party choosing to rely on any deemed grant of Access Rights pursuant to this CA does so at his own risk as nothing in this CA prohibits a Party or any other party seeking by whatever means it chooses to enforce its IPRs or contract or other rights if such Party or other party considers such right is not subject to such deemed grant, for example because the exercise of Access Rights is not "Needed".

9.3 Access Rights for implementation

Access Rights to Foreground and Background Needed for the execution of the own work of a Party under the Project are deemed to have been granted on a royalty-free basis, unless otherwise agreed in Attachment 1.

9.4 Access Rights for Use

9.4.1 Access Rights to Foreground

Access Rights to Foreground if Needed for Use of a Party's own Foreground are hereby requested (in accordance with the requirements of the GA) and

- a) shall subject to Section 9.2, (requirement to establish Need), be granted to and by all Parties on fair and reasonable conditions, subject to a separately negotiated written agreement; except that
- b) such Access Rights shall be deemed to have been granted, for the lifetime of the relevant Foreground, as of the date of this CA entering into force, on a royalty-free basis for all Foreground for non-commercial research, and for demonstration for non-commercial purposes, and for purposes of achieving interoperability of, and/or with, software that is Foreground. Demonstrations using another Party's Foreground, shall be subject to the prior written consent of that other Party.

A third party shall not be granted direct Access to Foreground generated by other Parties unless those Parties explicitly agree to it (e.g. section 9.5 of this CA).

9.4.2 Access rights to Background

Access rights to Background if Needed for Use of a Party's own Foreground shall be granted on a case by case basis, subject to written agreement between the affected Parties, but in any event on fair and reasonable conditions. Per the Grant Agreement II.34, a request for these access rights may be made up to one year after the end of the Project.

9.5 Access Rights for Affiliates

9.5.1 Access Rights for Affiliates Conditions

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Article II.34.3.

Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement. The same shall apply to all entities listed in Attachment 3.

Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and fulfill 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 Affiliate Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Foreground.

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.

9.5.2 Termination of Access Rights for Affiliates

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

For the avoidance of doubt any grant of Access Rights not covered by this Consortium Agreement or the Grant Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

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 Executive Board to terminate its participation in the Consortium.

9.7.2.1.2 Non-defaulting Party

A Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. The time limit specified in Art. 9.4 of this Consortium Agreement, for its right to request these Access Rights shall start on the date of termination.

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. For the avoidance of doubt, such Access Rights apply to the leaving Party's Foreground until the expiration of one year from the termination date 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.

For the avoidance of doubt and with respect to software licensed under the , LGPL or another open source license, except GPL or similar open source licence nothing in this Consortium Agreement

shall limit the rights granted under such open source license to use, modify, copy or distribute software, including without limitation the rights of recipients of the software to receive the Source Code of such licensed software.

Use of code under GPL or similar open source license, that oblige to use the same licence for evolutions and pluggings, must be agreed unanimously by Project members.

10 Non-disclosure of information

10.1 General rules for non-disclosure

All information in whatever form or mode of transmission, 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”, 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 at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2 Non-disclosure upon conclusion of the Project

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 5 years after the date of disclosure or 2 years after the end of the Project, whichever is greater:

- (a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- (b) not to disclose Confidential Information to any third party, other than an Affiliate, without the prior written consent of the Disclosing Party
- (c) to ensure that internal distribution of Confidential Information by a Recipient shall take place; on a strict need-to-know basis; and
- (d) 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. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only (which copy shall remain subject to the provisions of this Article 10.2).

10.3 Participant legal obligation

The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as reasonably possible, during and after the end of the Project and/or after the termination of employment.

10.4 Instances where this is not applicable

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 becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- (b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is

- no longer confidential;
- (c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of the Disclosing Party;
 - (d) the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
 - (e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
 - (f) the Confidential Information was already known to the Recipient prior to disclosure; or
 - (g) the Confidential Information is disclosed due to national law or order of court;

10.5 Proprietary information

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 Unauthorized disclosures

Each Party shall promptly advise any other Party in writing of any unauthorized disclosure, misappropriation or misuse by any person of Confidential Information belonging to that other Party, as soon as, practicable after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

10.7 Due disclosures

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

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

10.8 Disclosure to the European Commission

The confidentiality obligations under this Consortium Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the European Commission.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this body text, and

- Attachment 1 (Background included)
- Attachment 2 (Background excluded)
- Attachment 3 (Listed Affiliated Entities)

- Attachment 4 (Notifications / Initial list of Executive Board Members)
- Attachment 5 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)
- Attachment 6 (Model Non-Disclosure Agreement for Members of the Scientific Advisory Board and for Affiliated Partners)
- Attachment 7 (Initial list of Members and other contact persons)

In case this Consortium Agreement is in conflict with the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the appendices and the body 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

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. 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 based on the initial list of Members and other contact persons in Attachment 7.

Formal notices:

If it is required in this Consortium Agreement (Article. 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 authorized 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 (e.g. Minutes).

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

Subject to Article 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. However, the assignment or transfer to an Affiliate does not require any prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.2.7 require a separate agreement between all Parties.

11.5 Mandatory statutory 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.

When acting under this Consortium Agreement, each Party will comply with all applicable laws and regulations, including (without limitation) the export laws and regulations of the European Union and other relevant countries.

11.6 Language

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

11.7 Applicable law

This Consortium Agreement and all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of Belgium.

11.8 Settlement of disputes

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Brussels courts.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief or any other temporary measures before any applicable competent court or tribunal, wherever located, in order to seek to prevent or restrain any (i) infringement of its or Intellectual Property Rights and/or (ii) unauthorised disclosure of Confidential Information.

11.9 No implied licenses

Except as explicitly granted herein, no license, immunity, or other right is granted or assigned under this Agreement, either directly or indirectly, by implication, estoppels or otherwise, to any Party or any of its Affiliates with respect to any intellectual property right of the other Parties.

12 Signatures

AS WITNESS:

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

(1)_Authorised to sign on behalf of **Universitat de Barcelona, UB (Spain),**
the Coordinator

Signature:



Name : *Dr. JORDI ALBERCH*

Title (s): *VICE-RECTOR*

Stamp:



18/9/2013

(2) Authorised to sign on behalf of **Centre National de la Recherche Scientifique, CNRS_(France)**

Signature:

Pour le Président du CNRS
et par délégation
le Délégué régional Ile-de-France Ouest&Nord

Name :

 Philippe CAVELIER

Title (s):

Stamp:



24 SEP. 2013

(3) Authorised to sign on behalf of The University of Edinburgh, UEDIN
(United Kingdom)

Signature: *A. Noble*

Name : ANGELA NOBLE
Title (s): SENIOR EUROPEAN
Stamp: FUNDING ADVISOR

The University of Edinburgh
Old College, South Bridge
Edinburgh EH8 9YL



30 SEP 2013

(4) Authorised to sign on behalf of **Universiteit Leiden, UL (Netherlands)**

Signature: 

Name : *J.W. de Best*
Title (s): *Vice President of the Executive Board*
Stamp:

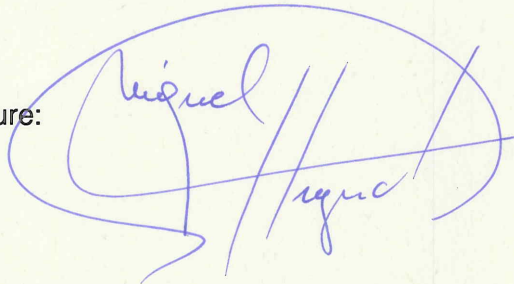


1/10/2013

**Universiteit
Leiden**

(5) Authorised to sign on behalf of **Consorci Centre de Serveis Científics i Acadèmics de Catalunya, CESCA (Spain)**

Signature:



Name : Miquel Huguet

Title (s): Director

Stamp:



(6) Authorised to sign on behalf of **Istituto Nazionale di Astrofisica, INAF (Italy)**

Signature:

Name :


Title (s):

Stamp:


IL DIRETTORE
Dott. Alessandro CAPETTI



(7) Authorised to sign on behalf of **Agencia Estatal Consejo Superior de Investigaciones Científicas, CSIC (Spain)**

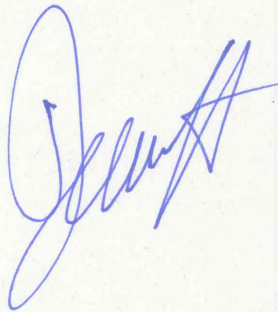
Signature: 

Name : **Antonio Figueras**
Title (s): **Vice-president**
Stamp: **for Scientific and Technical Research**

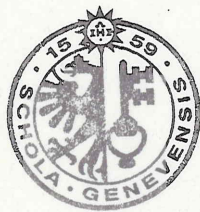


(8) Authorised to sign on behalf of **Université de Geneve, UNIGE (Switzerland)**,

Signature:



Name : PROF. DENIS HOCHSTRASSER
Title (s): VICE-RECTOR
Stamp:



(9) Authorised to sign on behalf of **Université Libre de Bruxelles, ULB (Belgium)**

Signature:



19/09/13.

Name : ^{VdH} Daniele CARATI
Title (s): Head of Research Administrative Office
Stamp:



(10) Authorised to sign on behalf of Fundação da Faculdade de Ciências de
Universidade de Lisboa, FFCUL (Portugal)

Signature:

*José Manuel Rebordão
Maria da Luz Mathias*

Name: JOSÉ MANUEL REBORDÃO and MARIA DA LUZ MATHIAS

Title (s): ADMINISTRATORS

Stamp: 2013/09/18

FUNDAÇÃO
DA FACULDADE DE CIÊNCIAS
DA UNIVERSIDADE DE LISBOA

(11) Authorised to sign on behalf of **University of Bristol, UBR (United Kingdom),**

Signature: 

Name : *Maria D Davies*
Title (s):
Stamp: **Deputy Faculty Financial Controller**



(12) Authorised to sign on behalf of **The Chancellor, Masters and Scholars of the University of Cambridge, UCAM (United Kingdom)**

Signature: 

Name : **Lisa Wears**
Title (s): **Senior Contracts /**
Stamp: **Business Development Manager**

(13) Authorised to sign on behalf of Kyoto University, KU (Japan)

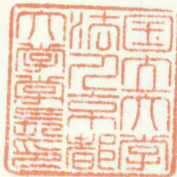
Signature:

H. Matsumoto
Sept. 27, 2013

Name : HIROSHI MATSUMOTO

Title (s): President

Stamp:



Attachment 1: Background included

1) Universitat de Barcelona

None

2) Centre National de la Recherche Scientifique CNRS

Background of the CNRS is all Know-how generated within the research groups of:

- Dr Frédéric ARENOU (UMR8111 - GEPI),
- Dr Daniel HESTROFFER (UMR8028-IMCCE), and
- Dr Annie ROBIN (UMR6213 – UTINAM)

as far as Needed to duly perform our work in the Project.

7) Agencia Estatal Consejo Superior de Investigaciones Científicas

CSIC agrees to grant Access rights to the Background directly generated or accumulated by their Research Team directly participating in the GENIUS Project subject to the provisions or the Grant Agreement and Section 9 of this Consortium Agreement.

8) University of Geneva (UNIGE)

None

9) Université libre de Bruxelles (ULB)

Université libre de Bruxelles makes available the part of its background which is described in the the Document of Work as necessary to perform efficiently the project.

12) Chancellor, Masters and Scholars of the University of Cambridge (UCAM)

None

Attachment 2: Background excluded

1) Universitat de Barcelona

Universitat de Barcelona hereby excludes any and all obligation to grant Access Rights to all Background generated by the Universitat de Barcelona other than that generated by the research team of Prof. Xavier Luri. In any case, the access rights to the Background of the research team of Prof. Xavier Luri will be guarantee only if needed for the implementation of the Project.

Universitat de Barcelona hereby excludes all methodologies, processes, software and technologies covered by pre-existing agreements with third parties at the time of the signature of the Consortium Agreement.

Moreover, Univeristat de Barcelona hereby excludes any and all obligation to grant Access Rights to know-how and /or other intellectual property rights that are described and/or will be described in any patent application already filed or to be filed by Universitat de Barcelona or a party in a contractual relationship with Universitat de Barcelona.

2) Centre National de la Recherche Scientifique (CNRS) :

As a general rule Background generated by personnel and/or students of the CNRS other than those participating in the Project, as well as Background generated in collaboration with third parties for whom the CNRS needs to get permission to grant Access Rights, is excluded.

The CNRS hereby excludes from its obligation to grant Access Rights to background all background generated by the CNRS other than that generated by the members of the research groups of

- Dr Frédéric ARENOU (UMR8111 - GEPI),
- Dr Daniel HESTROFFER (UMR8028-IMCCE), and
- Dr Annie ROBIN (UMR6213 – UTINAM)

who are directly involved in carrying out the Project.

The CNRS also hereby excludes from its obligation to grant Access Rights to Background all background generated outside of or without direct participation in the Project, generated in fields unrelated to the objective and activities of the Project, or which the CNRS is not free to provide.

6) Istituto Nazionale di Astrofisica

Istituto Nazionale di Astrofisica (INAF), hereby excludes from its obligation to grant Access Rights to Background including, but not limited to, the following:

- a) All Background developed by researchers working at INAF who are not participating in the GENIUS Project;
- b) All Background developed by researchers working at INAF and participating in the GENIUS project where this Background falls outside the scope of the Work Tasks allocated to INAF under the Project;
- c) All Background developed by researchers working at INAF which is subject to third party rights or for which INAF needs to obtain permission to grant Access Rights.

7) . Agencia Estatal Consejo Superior de Investigaciones Científicas

- all Background generated by personnel, scientists or students at CSIC other than those directly involved in the Project;
- all Background generated by personnel, scientists or students at CSIC that are directly involved in the Project, which is outside the scope of the tasks to be performed by CSIC according to the Consortium Plan of the Project;
- all Background which CSIC, due to existing or pending third party rights, is unable to grant access rights to or for which the CSIC needs to get permission to grant Access Rights.

8) The University of Geneva (UNIGE) hereby excludes the following Background:

All Background generated by employees, agents or representatives of UNIGE, other than the researchteam of Dr. Eyer of the Department of Astronomy, who are directly involved in the Project.

All Background generated by employees, agents or representatives of UNIGE that are directly involved in the Project, which is unrelated to the work plan, aims and objectives of the Project.

All Background which UNIGE, due to third Party rights, is unable to grant Access Rights to.

All Background in patents and current patent applications owned by UNIGE.

All UNIGE proprietary materials, whether covered by patents or not.

9) Université Libre de Bruxelles (ULB)

Université libre de Bruxelles hereby excludes all background of its participating institutes & organizations, including but not limited to

-Background developed by Université libre de Bruxelles's researchers participating in GENIUS project which is outside the scope of the worktasks described in the Document of Work and allocated to Université libre de Bruxelles under the project.

-Background developed by Université libre de Bruxelles's researchers not participating in the GENIUS project

12) Chancellor, Masters and Scholars of the University of Cambridge (UCAM)

Background excluded from Access Rights:

A. Background developed by the **Chancellor, Masters and Scholars of the University of Cambridge** researchers not participating in the Genius Project,

B. Background developed by the Chancellor, **Masters and Scholars of the University of Cambridge** researchers participating in the Genius Project which is outside the scope of the Work Tasks allocated to the Chancellor, Masters and Scholars of the University of Cambridge under the Project.

13) Kyoto University (KU)

Kyoto University hereby excludes any and all obligation to grant Access Rights to all Background generated by the Kyoto University other than that generated by the research team of Dr. Yoshiyuki Yamada. In any case, the access rights to the Background of the research team of Dr. Yoshiyuki Yamada will be guarantee only if needed for the implementation of the Project.

Kyoto University hereby excludes all methodologies, processes, software and technologies covered by pre-existing agreements with third parties at the time of the signature of the Consortium Agreement.

Attachment 3: Listed Affiliates

None

Attachment 4: Notifications / Initial list of Executive Board Members

1. Universitat de Barcelona (UB)

Dr. Xavier Luri, xluri@am.ub.es

2. Centre National de la Recherche Scientifique (CNRS)

Dr. Frédéric Arenou, frederic.arenou@obspm.fr

3. The University of Edinburgh (UEDIN)

Dr. Nigel Hambly, nch@roe.ac.uk

4. Universiteit Leiden (UL)

Dr. Anthony Brown, brown@strw.leidenuniv.nl

Attachment 5: List of Third Parties

List of Third Parties to which transfer of Foreground is possible without prior notice to the other Parties.

Attachment 6: Model Non-Disclosure Agreement for Members of the Scientific Advisory Board and for Affiliated Partners

(see Sections 6.3 of this Consortium Agreement)

Non-Disclosure Agreement

Between

The Parties of the GENIUS Consortium Agreement listed under recital B below, represented by UB, the Coordinator (hereinafter referred to as UB), with its registered office at _____, represented by Dr. _____

- hereinafter referred to as "the Project Partners"-

and

<Name of the External Expert / Name of the Affiliated Partner>

- hereinafter referred to as "the External Expert" / "the Affiliated Partner"-

- hereinafter referred jointly referred to as "Parties"-

Whereas:

A UB, acts as Coordinator of a Combination of GENIUS, Contract N° 606740, hereinafter referred to as "Project"

and

B for this Project, a Consortium Agreement has been concluded between all Contractors on ___/___/___ , as listed here below:

hereinafter referred to as "Project Partner(s)"

and

C "the External Expert" has been elected, by the Executive Board, to act as a Member of the EAB established for the Project according to Section 6.3 of that Consortium Agreement, for a period of ___ years, starting _____

and

D "the External Expert" accepts to act as a Member of the EAB, fulfilling the tasks foreseen in Section 6.3 of the Consortium Agreement:

E XXX has been authorized, as per the Consortium Agreement, Section 6.3 to sign this Non-Disclosure Agreement for and on behalf of the Project Partners

and

F In the course of the EAB's work / the Affiliated Partners' activities within the Project the Project Partners may wish to disclose technical and/or commercial information of a confidential nature to "the External Expert" / "the Affiliated Partner" and wish to ensure that the same remain confidential.

Now, therefore, it is hereby agreed as follow:

1. For the purposes of this Agreement "Confidential Information" is all the information in whatever form or mode of transmission, which is disclosed by a Project Partners or an External Expert / an Affiliated Partner (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", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 30 days from its disclosure at the latest as confidential information by the Disclosing Party.

2. The Recipients hereby undertake

- 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, except for affiliate partners that are involved in work packages;
- 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. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfillment 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 Project and/or after the termination of employment.

The Recipients shall be responsible for the fulfillment of the above obligations in front of all the Project Partners, and each Project Partner will have a right to enforce or raise a claim under this NDA.

3. 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 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.

4. 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.

Each Recipient shall promptly advise the other party in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

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

- notify the Disclosing Party, and

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

The confidentiality obligations under this Non-disclosure Agreement shall not prevent the communication of Confidential Information to the European Commission.

5. Unless it is necessary for the fulfilment of the Project External Expert's / the Affiliated Partner's tasks within the Project, "the External Expert" / "the Affiliated Partner" shall not, without the Project Partners' prior written consent, copy or reproduce any document provided to "the External Expert" / "the Affiliated Partner" containing in whole or in part Confidential Information and any party

receiving any such document shall return or destroy the same and any copies thereof on the Project Partners', request but the latest until termination of this Agreement.

6. All Confidential Information supplied pursuant to this Agreement shall remain the property of the Party supplying it and no rights, including but not limited to the right to apply for industrial property rights, are granted to "the External Expert" / "the Affiliated Partner"

7. Any sample or material which may be supplied by any of the Parties shall be treated as confidential according to section 2 to 5 of this Agreement and shall be used only for the purposes of fulfilling "the External Expert" / "the Affiliated Partner" 's tasks as a Member of the <Strategic Board / Scientific Committee>.

8. The Recipient shall not analyze, decompile or reverse-engineer the sample or software to determine the identity and/or properties of components used to prepare the sample or software.

Any sample or software shall be returned to the Project Partners at the Project Partners' request, but the latest until termination of this Agreement.

9. This Agreement shall come into force on the date of the last signature and shall thereafter continue for 60 months after the end of the Project

10. Amendments or additions to this Agreement must be made in writing.

11. This Agreement is subject to and governed by the laws of Belgium.

12. If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.

Authorised to sign on behalf of **UB** which address is _____, postal code _____, Spain. ID number _____.

Legal Representative Name: **Dr.** _____

Title: **UB Director**

Date of Signature:

[Legal Representative Signature and Stamp of the organization]

Authorised to sign on behalf of **XXXXXXXXXXXX(External ExpertXXXXXXXXXXXXXXXXXXXX** which address is XXXXXXXXXXXXXXXXXXXX, postal code XXX,**Country**. ID number XXXXXXXXXXXXXXX.

Legal Representative Name:

Title:

Date of Signature:

[Legal Representative Signature and Stamp of the organization]

Attachment 7: Initial list of Members and other contact persons

1. Universitat de Barcelona (UB)

Authorised representatives

Prof. Jordi Alberch, Vice-rector, recerca.europea@ub.edu

Prof. Enric I. Canela, Vice-rector, recerca.europea@ub.edu

Contact person:

Mr. Xavier Gutierrez, xgutierrez@fbg.ub.edu

Other contact:

Ms. Marina Mateu, marina.mateu@ub.edu

Scientific contact:

Dr. Xavier Luri, xluri@am.ub.es

Other contact:

Dr. Lola Balaguer, lola.balaguer@am.ub.es

2. Centre National de la Recherche Scientifique (CNRS)

Authorised representatives

Mr Philippe Cavelier, Délégué régional, delegue@dr5.cnrs.fr

Mrs Laurence Corvelec, Adjointe au Délégué régional

Contact person:

Mr Philippe Cavelier, spv@dr5.cnrs.fr

Other contact:

Ms. Bronislawa Domaszewska, bronislawa.domaszewska@dr5.cnrs.fr

Scientific contact:

Dr. Frédéric Arenou, frederic.arenou@obspm.fr

3. The University of Edinburgh (UEDIN)

Authorised representatives

Ms Angela Noble, Senior European Funding Advisor, Angela.Noble@ed.ac.uk

Ms Fiona Campbell, Deputy Head, Legal

Contact person:

Ms Angela Noble, Angela.Noble@ed.ac.uk

Other contacts:

Mr. Keith Noddle, keith@keithnoddle.org

Mr. David Dougal, David.Dougal@ed.ac.uk

Scientific contact:

Dr. Nigel Hambly, nch@roe.ac.uk

4. Universiteit Leiden (UL)

Authorised representatives

Prof. Geert R. de Snoo, Dean, g.r.desnoo@science.leidenuniv.nl

Prof. Han Winde de, ViceDean, j.h.de.winde@science.leidenuniv.nl

Contact person:

Mr. Ton Brouwer, t.brouwer@science.leidenuniv.nl

Scientific contact:

Dr. Anthony Brown, brown@strw.leidenuniv.nl

5. Consorci Centre de Serveis Científics i Acadèmics de Catalunya (CESCA)

Authorised representatives

Dr Miquel Hugué, Director, direccio@cesca.cat

Ms. Carme Monserrat, Finance and Promotion Manager, cmonserrat@cesca.cat

Contact person:

Mr. Gorka-Jaume Roldan Betlla-Montaner, groldan@cesca.cat

Scientific contact:

Mr. Gorka-Jaume Roldan Betlla-Montaner, groldan@cesca.cat

6. Istituto Nazionale de Astrofisica (INAF)

Authorised representatives

Prof. Giovanni Fabrizio Bignami, President, relint@inaf.it

Dr Alessandro Capetti, Director, direttore@oato.inaf.it

Contact person:

Dr Alessandro Capetti, Director, direttore@oato.inaf.it

Scientific contact:

Dr. Richard Smart, smart@oato.inaf.it

7. Agencia Estatal Consejo Superior de Investigaciones Cientificas (CSIC)

Authorised representatives

Prof. Antonio Figueras, Vice-president for Scientific and Technical Research, vicyt@csic.es

Contact person:

Ms. María Ángeles López Vázquez, programas.europeos@csic.es

Scientific contact:

Dr. Enrique Solano Marquez, esm@cab.inta-csic.es

8. Université de Geneve (UNIGE)

Authorised representatives

Prof. Denis Hochstrasser, Vice-rector, euresearch@unige.ch

Dr Laurent EYER, Maître d'enseignement et de recherche, Laurent.Eyer@unige.ch

Contact person:

Dr Laurent EYER, Laurent.Eyer@unige.ch

Scientific contact:

Dr Laurent EYER, Laurent.Eyer@unige.ch

9. Université Libre de Bruxelles (ULB)

Authorised representatives

Prof. Didier Viviers, Rector, Marylene.Poelaert@ulb.ac.be

Prof. Daniele Carati, Head of Research Department, ulb-europe@ulb.ac.be

Contact person:

Prof. Christine Courillon, ulb-europe@ulb.ac.be

Scientific contact:

Dr. Dimitri Pourbaix, pourbaix@astro.ulb.ac.be

10. Fundação da Faculdade de Ciências da Universidade de Lisboa (FFCUL)

Authorised representatives

Prof. José Manuel Rebordão, Administrator, jmnrebordao@fc.ul.pt

Prof. Maria da Luz Mathias, Administrator, mmathias@fc.ul.pt

Contact person:

Ms. Ana Martins, ammartins@fc.ul.pt

Scientific contact:

Prof. Andre Moitinho, andre@sim.ul.pt

11. University of Bristol (UBR)

Authorised representatives

Mr Vince Boyle, Faculty Financial Controller, Vince.Boyle@bristol.ac.uk

Mrs Maria Davies, Deputy Faculty Financial Controller, M.D.Davies@bristol.ac.uk

Contact person:

Mrs Maria Davies, M.D.Davies@bristol.ac.uk

Scientific contact:

Dr. Mark Taylor, m.b.taylor@bristol.ac.uk

12. The Chancellor, Masters and Scholars of the University of Cambridge (UCAM)

Authorised representatives

Ms Liesbeth Krul, Assistant Director, ecapplications@admin.cam.ac.uk

Ms Renata Schaeffer, European Policy Manager, ecapplications@admin.cam.ac.uk

Contact person:

Dr. Nicholas Walton, naw@ast.cam.ac.uk

Scientific contact:

Dr. Nicholas Walton, naw@ast.cam.ac.uk

13. Kyoto University (KU)

Authorised representatives

Dr Hiroshi Matsumoto, President and

Dr Nobuyoshi Esaki, Executive Director

Contact person:

Mr. Takeshi Okada, the administration office of the Graduate School of Sciences:
a60sankangaku1@mail2.adm.kyoto-u.ac.jp

Scientific contact:

Dr. Yoshiyuki Yamada, the Graduate School of Science yamada@amesh.org

