



Call topic: H2020-DRS-1-2015, Project 700099 (ANYWHERE)



*EnhANCing emergencY management and response to extreme
WeatHER and climate Events*

**CONSORTIUM AGREEMENT
(CA)**



Table of Contents

- Section 1: Definitions 4
 - 1.1 Definitions 4
 - 1.2 Additional Definitions..... 4
- Section 2: Purpose 5
- Section 3: Entry into force, duration and termination 5
 - 3.1 Entry into force 5
 - 3.2 Duration and termination 6
 - 3.3 Survival of rights and obligations 6
- Section 4: Section 4: Responsibilities of Parties 6
 - 4.1 General principles 6
 - 4.2 Breach 6
 - 4.3 Involvement of third parties 6
- Section 5: Liability towards each other 7
 - 5.1 No warranties 7
 - 5.2 Limitations of contractual liability..... 7
 - 5.3 Damage caused to third parties 7
 - 5.4 Force Majeure 7
- Section 6: Governance structure 7
 - 6.1 General structure 7
 - 6.2 General operational procedures for all Consortium Bodies 8
 - 6.2.1 Representation in meetings 8
 - 6.2.2 Preparation and organisation of meetings 8
 - 6.2.2.1 Convening meetings: 8
 - 6.2.2.2 Notice of a meeting: 8
 - 6.2.2.3 Sending the agenda: 8
 - 6.2.2.4 Adding agenda items: 8
 - 6.2.2.5 Others 9
 - 6.2.3 Voting rules and quorum 9
 - 6.2.4 Veto rights 9
 - 6.2.5 Minutes of meetings 9
 - 6.3 Specific operational procedures for the Consortium Bodies 10
 - 6.3.1 General Assembly 10
 - 6.3.1.1 Members 10
 - 6.3.1.2 Decisions 10
 - 6.3.2 Executive Board 11
 - 6.3.2.1 Members 11
 - 6.3.2.2 Minutes of meetings 11
 - 6.3.2.3 Tasks 11
 - 6.3.3 Work Package Committees 11
 - 6.3.3.1 Tasks 12
 - 6.3.3.2 Work Package Leader 12
 - 6.4 Project Coordinator 13
 - 6.5 Management Team 13
 - 6.6 Innovation manager 13
 - 6.7 Marketing and Exploitation Committee 14
 - 6.8 Expert Advisory Board 14
- Section 7: Financial provisions 14
 - 7.1 General Principles 14
 - 7.1.1 Distribution of Financial Contribution 15
 - 7.1.2 Justifying Costs 15
 - 7.1.3 Funding Principles 15
 - 7.1.4 Return of excess payments; receipts 15
 - 7.1.5 Financial Consequences of the termination of the participation of a Party 15



- 7.2 Budgeting 15
- 7.3 Payments 16
 - 7.3.1 Payment schedule 16
- Section 8: Results 16
 - 8.1 Ownership of Results 16
 - 8.2 Joint ownership 16
 - 8.2.1 Results Map of Ownerships and Rights 17
 - 8.3 Transfer of Results 17
 - 8.4 Dissemination 17
 - 8.4.1 Dissemination of own Results 17
 - 8.4.2 Dissemination of another Party’s unpublished Results or Background 17
 - 8.4.3 Cooperation obligations 17
 - 8.4.4 Use of names, logos or trademarks 18
 - 8.5 Commercialization 18
- Section 9: Access Rights 18
 - 9.1 Background included 18
 - 9.2 General Principles 18
 - 9.3 Access Rights for implementation 19
 - 9.4 Access Rights for Exploitation 19
 - 9.5 Access Rights for Affiliated Entities 19
 - 9.6 Additional Access Rights 20
 - 9.7 Access Rights for Parties entering or leaving the consortium 20
 - 9.7.1 New Parties entering the consortium 20
 - 9.7.2 Parties leaving the consortium 20
 - 9.7.2.1 Access Rights granted to a leaving Party 20
 - 9.7.2.2 Access Rights to be granted by any leaving Party 20
 - 9.8 Specific provisions for Access Rights to Software 20
 - 9.8.1 Definitions relating to Software 20
 - 9.8.2 General principles 21
 - 9.8.3 Access to Software 21
 - 9.8.4 Software licence and sublicensing rights 21
 - 9.8.4.1 Object Code 21
 - 9.8.4.2 Source Code 22
 - 9.8.5 Specific formalities 22
- Section 10: Non-disclosure of information 23
 - 10.1 Confidential Information 23
 - 10.2 Undertaking 23
 - 10.3 Employees and Third Parties 23
 - 10.4 Exceptions 23
 - 10.5 Degree of care 24
 - 10.6 Notification 24
 - 10.7 Legal obligation to disclose 24
 - 10.8 Export Control Compliance 24
- Section 11: Miscellaneous 24
 - 11.1 Attachments, inconsistencies and severability 24
 - 11.2 No representation, partnership or agency 25
 - 11.3 Notices and other communication 25
 - 11.4 Assignment and amendments 25
 - 11.5 Mandatory national law 25
 - 11.6 Language 25
 - 11.7 Applicable law 25
 - 11.8 Settlement of disputes 26
- Section 12: Signatures 26



CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT (the “Consortium Agreement”) is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 1 June 2016, hereinafter referred to as the Effective Date

BETWEEN:

- (1) Universitat Politecnica de Catalunya (UPC)
the Coordinator
- (2) Centro Internazionale in Monitoraggio Ambientale – Fondazione CIMA (CIMA)
- (3) Airbus Defence and Space SAS (AIRBUS)
- (4) Wageningen University (WUR)
- (5) Helmholtz - Zentrum fuer Umweltforschung GmbH (UFZ)
- (6) Hydrometeorological Innovative Solutions S. L. (HYDS)
- (7) Universitaet Paderborn (UPB)
- (8) Stiftelsen Sintef (SINTEF)
- (9) D'Appolonia SPA (DAPP)
- (10) Ilmatieteen Laitos (FMI)
- (11) European Centre for Medium-range Weather Forecasts (ECMWF)
- (12) Consorzio Futuro In Ricerca (CFR)
- (13) Université de Geneve (UNIGE)
- (14) Université Nice Sophia Antipolis (UNS)
- (15) EUROPEAN UNION represented by EUROPEAN COMMISSION – JOINT RESEARCH CENTRE (JRC)
- (16) University of Reading (UOR)
- (17) KAJO sro (KAJO)
- (18) Centre National de la Recherche Scientifique (CNRS)
- (19) Scuola Superiore di Studi Universitari e di Perfezionamento Sant'Anna (SSSA)
- (20) Departament d'Interior – Generalitat de Catalunya (INTC)
- (21) Agencia Catalana de l'Aigua (ACA)
- (22) Direccion General de Proteccion Civil y Emergencias (DGPCE)
- (23) Agencia de Medio Ambiente y Agua de Andalucia (AMAYA)
- (24) Comune Di Genova (CDG)
- (25) Agenzia Regionale per la Protezione dell'Ambiente Ligure (ARPAL)
- (26) Service Departemental d'Incendie et de Secours de la Haute – Corse (SDIS2B)
- (27) Sisaasiainministerio (FMol)
- (28) Helse Stavanger HF (HSUH)
- (29) Abteilung Naturgefahren, Kanton Bern (VOLBE)
- (30) Meteodat GmbH (METEODAT)
- (31) Geo 7 AG (GEO7)

hereinafter, jointly or individually, referred to as “Parties” or “Party”, relating to the Action entitled **EnhANCing emergencY management and response to extreme WeatHER and climate Events,**

in short **ANYWHERE**



hereinafter referred to as “Project”.

WHEREAS:

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

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter “Grant Agreement”, see http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf).

The Parties are aware that this Consortium Agreement is based upon the DESCAs model consortium agreement v1.2 of March 2016 (DESCA - Horizon 2020 Model Consortium Agreement, www.DESCA-2020.eu).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

Consortium Body

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

Consortium Plan

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

To be noted that Article 4.2 of H2020 general model Grant Agreement states that the estimated budget may be adjusted by transfers of amounts between Parties or between budget categories (or both) without an amendment of the Grant Agreement.

As minor modifications are frequently necessary during the project, particularly minor budget shifts, and do not have to result in changes of the Grant Agreement, the Consortium Plan is the dynamic instrument to track them and will be updated when needed or on a regular basis.

Therefore, the Consortium Plan is the formal outcome of the regular process of decision making inside the Consortium as laid down in this Consortium Agreement. As such it is not a formal annex to the Grant Agreement.

Funding Authority

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

Defaulting Party

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

Force Majeure

Force Majeure means the occurrence of any cause or event that is beyond the reasonable control of the affected Party, provided that the affected Party is without fault in causing or failing



to prevent such occurrence and the effect of it on the affected Party could not have been circumvented by reasonable precautions or by the use of commercially reasonable alternative sources, workaround plans or other means.

Needed

It means:

For the implementation of the Project:

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

For exploitation of own Results:

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

“SERI”

SERI means the Swiss State Secretariat for Research and Innovation. SERI assumes the Funding Authority’s role for Université de Genève and therefore needs to be provided with appropriate project related information to meet its financial controlling obligations. All information submitted to SERI will be treated confidentially. SERI shall not be considered a third party in the sense of the provisions dealing with confidentiality included in Section 10.

Software

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

Results Map of Ownerships and Rights

Results Map of Ownerships and Rights means the updated description of the activity of the different parties in the development of the project Results as well as a map of the ownership, that in the case of joint ownership will detail the percentage of ownership of any of the parties involved.

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the 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.

Those rights and obligations of the Parties shall supplement but not be in conflict with those of the Grant Agreement.

The Parties agree to cooperate pursuant to the terms of this Consortium Agreement in order to execute and fulfil the Grant Agreement.

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

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



3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement (“Project End”).

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If the Grant Agreement is not signed by the Funding Authority or a Party, or is terminated, or if a Party's participation in the Grant Agreement is terminated, this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

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

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

Section 4: Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

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

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

4.3 Involvement of third parties

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



Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, loss of turnover, income, business, goodwill and opportunity or loss of or damage to reputation or to data, no matter how arising, provided such damage was not caused by a wilful act.

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

In such a situation provisions of Article 51 of the Grant Agreement shall apply.

Section 6: Governance structure

6.1 General structure

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

General Assembly (also named as Project Management Committee in the project Description of the Action, Annex 1 of the Grant Agreement) as the ultimate decision-making body of the consortium.

Executive Board as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly.

The **Coordinator**, which is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party,



perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

The **Management Team**, which assists the Executive Board and the Coordinator to manage the project.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"): should be represented at any meeting of such Consortium Body; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings (see template of proxy vote in Attachment 5).

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least twice per year	At any time upon written request of any Member of the Executive Board

6.2.2.2 Notice of a meeting:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	30 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	7 calendar days, 3 calendar days for an extraordinary meeting

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.



General Assembly	7 calendar days, 3 calendar days for an extraordinary meeting
Executive Board	3 calendar days

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

6.2.2.5 Others

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses.

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

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.3 Voting rules and quorum

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

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting, which shall be entitled to decide even if less than the quorum of Members are present or represented.

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

Defaulting Party(ies) may not vote.

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

6.2.4 Veto rights

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

When the decision is foreseen on the original agenda, a Member 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 Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent..

When a decision has been taken without a meeting, a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

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

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.

6.2.5 Minutes of meetings



The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 15 calendar days of the meeting.

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

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3.1.2 Decisions

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights:

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority;
- Changes to the Consortium Plan;
- Modifications to Attachment 1 (Background Included);
- Additions to Attachment 3 (Identified Affiliated Entities).
- The approval of the Results Map of Ownerships and Rights drafted by the Executive Board
- The approval of the Commercialization Agreement drafted by the Executive Board

Evolution of the consortium:

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



- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement.

Appointments:

On the basis of the Grant Agreement, the appointment if necessary of:

- Work Package Leaders;
- Executive Board Members;
- Innovation Manager;
- Marketing and Exploitation Committee members;
- Members of the Advisory Board, and (if applicable) of the Stakeholders Board and of the SICN.

6.3.2 Executive Board

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

6.3.2.1 Members

The Executive Board shall consist of the Project Coordinator and the representative of the Parties appointed by the General Assembly as Work Package Leaders (hereinafter Executive Members). The General Assembly may appoint additional Executive Members under the request of the Coordinator.

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

6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly. It shall seek a consensus among the Parties.

The Executive Board shall monitor the effective and efficient implementation of the Project.

In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

The Executive Board shall:

- supervise the activities of the Work Packages, and approve the updates in their implementation plans;
- agree on the Members of the Management Team, upon a proposal by the Coordinator;
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables;
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

In the case of abolished tasks as a result of a decision of the General Assembly, the Executive Board shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.3 Work Package Committees

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

A Work Package Committee shall consist of one representative of each Party having a task within the respective Work Package (hereinafter Work Package Member).



A Work Package Leader shall chair all meetings of a Work Package Committee.

6.3.3.1 Tasks

Each Work Package Committee shall manage the respective Work Package, in particular with regard to:

- the timely delivery of reports and Work Package results to the Executive Board and the Coordinator;
- reviewing the quality of the reports sections and deliverables;
- formulating an implementation plan for the activities within the Work Package for the future period, which can imply proposing to the Executive Board changes to the Consortium Plan and/or Annex 1 of the GA;
- formulating the entries of the Results Map of Ownerships and Rights (see section 8.2.1) for the activities within the Work Package for the future period, which can imply proposing to the Executive Board changes to the Consortium Plan;
- alerting the Executive Board and the Coordinator in case of delay in the performance of the Work Package or in case of breach of responsibilities of any Party under said Work Package;
- analysing and documenting, at the request of the Executive Board, a presumed breach of responsibilities of a Work Package Member under the Work Package and preparing a proposal of remedies to the Executive Board;
- deciding upon any exchange of tasks and related budgets between the Parties in a Work Package when such exchange has no impact beyond the scope of the Work Package and its budget.

6.3.3.2 Work Package Leader

The Work Package Leaders are proposed by the Coordinator following the Annex 1 of the GA and appointed by the General Assembly. They will chair the work of the partners in the different work packages. They will organise the work at the Work Packages level and monitor it at a high scientific and technical quality level, as well as to ensure that the deadlines and quality for deliverables and milestones are met.

Consequently, they shall undertake:

- technical coordination and supervision of the work related to the assigned Work Package, including the organisation of the Work Package relevant meetings, attended by some or all of the participants in the Work Package;
- reviewing the results of the work carried out in the Work Packages, confirming the suitability of the next stages in the project plan and identifying possible problems;
- ensuring the timely submission of agreed Work Package deliverables to high standards and ensuring the accomplishment of the specific objectives of the Work Package;
- log major decisions related to the progress of the Work Packages;
- flag insufficient quality or unacceptable delays in the contribution of individual members.
- co-ordinate the production of external papers in topics dealing with their activities;
- validate or refuse labour reports of the partners involved in the Work Package.
- submitting the implementation plan of the Work Package to the Executive Board for review and proposing updates of the Consortium Plan when required;
- submitting the Results Map of Ownerships and Rights of the Sub Project to the Executive Board for review and proposing updates of the Consortium Plan when required;
- advising the Coordinator of any discrepancy with the Consortium Plan, including any delay in delivery.

If unforeseen difficulties arise which cannot be solved within the Work Packages by the Work Packages Leaders, he or she will contact the Executive Board or the Management Team. The Coordinator will give notice to the contractors in question and request for a report on their activities. The Coordinator will inform the Commission and the consortium of the event and the Executive Board shall take the necessary actions to avoid a delay in the implementation of the Project.



6.4 Project Coordinator

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

In particular, the Coordinator shall be responsible for:

- scientific and technical leadership;
- monitoring compliance by the Parties with their obligations;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- transmitting documents and information connected with the Project to any other Parties concerned;
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

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

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

6.5 Management Team

The Management Team shall be proposed by the Coordinator, and shall assist and facilitate the work of the Executive Board and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

6.6 Innovation manager

On the basis of what is established in the Grant Agreement (Annex 1), the Innovation Manager will be a member of the Management Team who through the proposition by the Coordinator and appointed by the General Assembly.

The Innovation Manager will assist the Project Coordinator in all issues related to the innovation, providing the project with periodical innovation assessments to be used to secure the maintenance and expansion of the innovation-based project's competitive advantage.

In particular, the Innovation Manager shall be responsible for:

- drafting and updating project's; innovation management plan;
- searching and identifying opportunities for exploitation of project's research and development results in compliance with the terms and conditions of both the Grant Agreement and the Consortium Agreement;
- facilitating the process of delivering project's innovations to the market, including support in the definition of credible business models and exploitation plan and strategies;
- monitoring needs of end user groups in order to align the products/services steaming from project's to the real needs of the market;
- monitoring of the small and medium enterprises (the "SME") and the related industry collaborative network of the project (the "Industry Collaborative Network").



- responsible for the fostering of innovation spirit within the consortium, including the definition, preparation and execution of the selection of the most innovative external idea to complement the project platform (as described in Task 7.4 of the Annex 1 of the Grant Agreement).
- monitoring the potential intellectual property rights resulting from the project, including any possible patents and facilitating the process of patent filing to the parties (Task 7.5).

The Innovation Manager will report directly and regularly to the Project Coordinator in order to keep the project's innovation capacity under constant surveillance. It will also participate in the Executive Board meetings, but without any voting rights.

Due to the nature of its function, the Innovation Manager will require an in-depth relationship with the Marketing and Exploitation Committee, the SME and Industry Collaborative Network of the Project and the Expert Advisory Board of the Project.

6.7 Marketing and Exploitation Committee

On the basis of what is established in the Grant Agreement (Annex 1), the Marketing and Exploitation Committee (MEC) will be entitled to reinforce the market uptake and exploitation of the project's outcomes, keeping and augmenting their competitive advantage.

The MEC members will be appointed by the General Assembly selected among the members of the SME and Industry Collaborative Network of the project, with the purpose to complement the vision of the Parties in the different sectors potentially interested in the exploitation of the project's innovative outcomes.

The MEC members will assist the Parties to carry out market prospective over the developments of the project and to prepare the commercial agreements to make possible an efficient market uptake and exploitation of the results.

The Innovation Manager shall chair all meetings of the MEC.

This Committee will deeply interact with the PC and the WP7 as identified in the Annex 1 of the Grant Agreement (Innovation Exploitation, Business models and Market development).

6.8 Expert Advisory Board

The Expert Advisory Board (EAB) is identified in Annex I of the Grant Agreement. It shall assist and facilitate the decisions made by the General Assembly and the Coordinator supervising the activities and the advancements of the project, and shall deliver the 3 specific reviews foreseen in Annex I of the Grant Agreement.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EAB member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier (the NDA template is included in Attachment 4).

The Coordinator shall write the minutes of the EAB meetings and prepare the implementation of the EAB's suggestions. The EAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

Section 7: Financial provisions

7.1 General Principles

Because of its particular status as a Commission Directorate-General, the Joint Research Centre (Party 15) doesn't follow the general financial provisions of this Consortium Agreement, but those specified in the Administrative Arrangement with the Research Executive Agency (REA) included in the Annex 3b of the Grant Agreement that shall regulate the relations within the Commission including inter-Commission payments.

For the rest of the parties, the following provisions apply.



7.1.1 Distribution of Financial Contribution

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

- the consortium budget as included in the last version of the Consortium Plan (the “Consortium Budget”);
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

The budget distribution among Parties set out in the Consortium Plan can be updated by the General Assembly following the evolution and requirements of the implementation of the project (Note that as stated in Article 4.2 of the Grant Agreement the budget breakdown may be adjusted by transfers of amounts between Parties or between budget categories (or both) without an amendment of the Grant Agreement).

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

For the avoidance of doubt, appropriate adjustments can be made to that share by a decision of the General Assembly, if at the same time any of the Parties have spent less than their allocated share.

7.1.4 Return of excess payments; receipts

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

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

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

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

7.2 Budgeting

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



7.3 Payments

Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Funding's Authority financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.1 Payment schedule

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

- Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement.
- Only costs accepted by the Funding Authority will be paid to the Party concerned.
- Payments will be made in accordance with the Consortium Plan and with the accepted decisions of the General Assembly on the Consortium Budget.
- The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.
- The Coordinator is entitled to recover any payments already paid to a Defaulting Party.
- The Coordinator is equally entitled to withhold payments to a Party only when agreed with the Funding Authority.

Section 8: Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

As the main expected results of the Project are algorithms and Software tools in which joint developments may be included, a detailed Results Map of Ownerships and Rights is established and updated along the project by the Executive Board.

In case of doubt, the Executive Board will decide whether a given Result is Joint owned Result. If some of the members have a conflict of interest, they won't participate in the decision.

In this case of joint ownership of Results, the Parties shall make its reasonable best efforts to sign Joint Ownership Agreements which regulate in detail the regime for the protection and exploitation of the joint owned results.

Notwithstanding the latter, unless otherwise agreed:

- each of the joint owners shall be entitled to use the jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and



- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) fair and reasonable compensation.

8.2.1 Results Map of Ownerships and Rights

To facilitate the commercial exploitation of the Project results, the Results Map of Ownerships and Rights shall include a record of the activity of the different parties in the development of the project Results as well as a map of the ownership, that in the case of joint ownership will detail the percentage of ownership of any of the Parties involved.

The Executive Board shall review and update the Results Map of Ownerships and Rights at least every 6 months, and present it for approval of the General Assembly.

8.3 Transfer of Results

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

8.4 Dissemination

For the avoidance of doubt, nothing in this Section 8.4 shall be construed as reducing the scope of the confidentiality obligations set out in Section 10.

8.4.1 Dissemination of own Results

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

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

An objection is justified if

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

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

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

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

8.4.2 Dissemination of another Party's unpublished Results or Background

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

8.4.3 Cooperation obligations



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

Where a person carrying out work on the Project on behalf of a Party needs to include Background or Result of another Party in a publication to qualify for a degree, dissertation or thesis, approval of such use shall be obtained from the appropriate Party owning such rights, or from the Party affected by such use in accordance with the provisions of section 8.4.1 above, such approval not to be unreasonably withheld or delayed.

The Parties undertake to cooperate to resolve disputes as to the contents of such publication in order to ensure timely release of the publication, in any event within 90 calendar days of first notification that such a publication will be made.

8.4.4 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.

8.5 Commercialization

The Project will promote the commercialization of the Software platform developed as a whole, integrating all the Results of the project.

The Executive Board will define an ownership structure for the commercialization of the Software platform that will contemplate:

- % of share as a function of the Results contribution of each Party to the final Software platform following what is established on the Results Map of Ownerships and Rights.
- Licences fee of the Background that may be involved in the Software platform.

The Executive Board will negotiate the commercialization of the resulting Software platform and propose for approval of the General Assembly the commercialization agreement. This negotiation would include all fair and reasonable terms and conditions of the licensing of the Software platform (royalties conditions, sublicensing rights, specific terms of use, duration, etc.) as well as for the licences of Background that may be involved in the package.

In addition to this global commercialization, each Party will have the right to directly exploit its own Results on its own (In case of joint ownership of Results clause 8.2 applies).

This exploitation however shall reasonably not enter in conflict with the global commercialization of the Software platform decided by the General Assembly.

Section 9: Access Rights

9.1 Background included

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

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

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

9.2 General Principles

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.



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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

All requests for Access Rights shall be made in writing.

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on fair and reasonable conditions.

Access rights to Results for internal research activities shall be granted on a royalty-free basis.

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

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4. if they are identified in Attachment 3 (Identified Affiliated Entities) to this Consortium Agreement.

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

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

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

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

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

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



9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 *Defaulting Party*

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

9.7.2.1.2 *Non-defaulting Party*

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4 of this Consortium Agreement.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific provisions for Access Rights to Software

9.8.1 Definitions relating to Software

Application Programming Interface (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.

Controlled Licence Terms means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- (a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- (b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- (c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

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



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

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

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

9.8.2 General principles

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

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

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the General Assembly to implement such introduction into the Consortium Plan.

9.8.3 Access to Software

Access Rights to Software which is Results shall comprise:

- (a) Access to the Object Code; and,
- (b) where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API.

If a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access to the Source Code, Access to the Source Code shall be granted to the extent necessary.

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

9.8.4 Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API which is Results for Exploitation¹, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

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

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

¹ : "Exploitation" as established in the Grant Agreement means:

- (a) using them in further research activities (outside the action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service, or
- (d) using them in standardization activities



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

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- (a) to maintain such product/service;
- (b) to create for its own end-use interacting interoperable software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs

9.8.4.1.3 Background

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

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

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

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

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

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

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

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

9.8.5 Specific formalities

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



Section 10: Non-disclosure of information

10.1 Confidential Information

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

10.2 Undertaking

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

- (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 without the prior written consent by 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 to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3 Employees and Third Parties

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

10.4 Exceptions

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 to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to 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; or
- (f) the Confidential Information was already known to the Recipient prior to disclosure or
- (g) the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.



10.5 Degree of care

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 Notification

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

10.7 Legal obligation to disclose

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 Export Control Compliance

The Disclosing Party shall ensure that disclosures under this Agreement are not contrary to the laws and regulations of their respective countries. This Agreement shall be subject to all applicable government security requirements and export regulations binding upon the Parties.

The Disclosing Party shall clearly identify and label any Confidential Information that is of classified nature with a dedicated stamp or legend and shall notify the classified nature of the Confidential Information to the Recipient(s) at the time of its disclosure. The Recipient(s) shall ensure the Confidential Information is protected in accordance with the requirements of such classification.

Should prior governmental or agency authorisation or approval for disclosure or transfer of Confidential Information be required, each Party shall only disclose and transfer the Confidential Information to another Party once the said approval has been obtained. Any Confidential Information subject to export control shall be so identified by the Disclosing Party and bear the licence or agreement number on the face thereof.

For any disclosed Confidential Information which is subject to export controls under the laws and regulations of the United States, the European Union, and/or the national law or regulation of a Party, each Party shall comply with such laws and regulations to the extent that such laws apply to the Party and agrees to transfer the Confidential Information under export control only to persons and/or entities in the places and/or territories specifically stated and allowed in the licence and subject to any other obligations under the Agreement. The Recipient(s) undertake not to export, re-export or otherwise transfer Confidential Information of another Party to third parties without first obtaining all required United States, European Union and/or national authorizations or licenses to the extent that relevant law is applicable to the Party.

This clause shall be restricted only to specific information that is subject to export laws or security regulations.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- (a) Attachment 1 (Background included)
- (b) Attachment 2 (Accession document)



- (c) Attachment 3 (Identified Affiliated Entities)
- (d) Attachment 4 (NDA template for the EAB members)
- (e) Attachment 5 (Proxy vote template)

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

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

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

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

11.4 Assignment and amendments

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

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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



11.8 Settlement of disputes

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Except in respect of ECMWF, which relies upon the privileges and immunities set out in its Convention and Protocol of Privileges and Immunities excluding any recourse to regular courts, nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Section 12: Signatures

AS WITNESS:

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



Signatures of the Consortium Agreement

Partner 2

Centro Internazionale in Monitoraggio Ambientale – Fondazione CIMA (CIMA),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by Centro Internazionale in Monitoraggio Ambientale – Fondazione CIMA (CIMA).

Name of Legal Entity: Centro Internazionale in Monitoraggio Ambientale – Fondazione CIMA (CIMA)

Name of legally authorised representative: #####

Title of legally authorised representative #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 3

AIRBUS DEFENCE AND SPACE SAS (AIRBUS),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by AIRBUS DEFENCE AND SPACE SAS (AIRBUS).

Name of Legal Entity: AIRBUS DEFENCE AND SPACE SAS (AIRBUS)

Name of legally authorised representative: #####

Title of legally authorised representative #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 4

WAGENINGEN UNIVERSITY (WUR),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by WAGENINGEN UNIVERSITY (WUR).

Name of Legal Entity: WAGENINGEN UNIVERSITY (WUR).

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative: Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 5

HELMHOLTZ - ZENTRUM FUER UMWELTFORSCHUNG GMBH – UFZ (UFZ),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by HELMHOLTZ - ZENTRUM FUER UMWELTFORSCHUNG GMBH – UFZ (UFZ).

Name of Legal Entity:

HELMHOLTZ - ZENTRUM FUER
UMWELTFORSCHUNG GMBH – UFZ (UFZ).

Name of legally authorised representative:

Prof. Dr. Dr. h.c. Georg Teusch,

Title of legally authorised representative

Scientific Managing Director

Signature of legally authorised representative

Name of legally authorised representative:

Prof. Dr. Heike Grassmann

Title of legally authorised representative

Administrative Managing Director

Signature of legally authorised representative

Date

Stamp

Coordinator

Universitat Politècnica de Catalunya

Name of legally authorised representative:

Enric Fossas Colet

Title of legally authorised representative

Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 6

Hydrometeorological Innovative Solutions S. L. (HYDS),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by Hydrometeorological Innovative Solutions S. L. (HYDS).

Name of Legal Entity: Hydrometeorological Innovative Solutions S. L. (HYDS).

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 7

UNIVERSITAET PADERBORN (UPB),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by UNIVERSITAET PADERBORN (UPB).

Name of Legal Entity: UNIVERSITAET PADERBORN (UPB).

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative: Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 8

STIFTELSEN SINTEF (SINTEF),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by STIFTELSEN SINTEF (SINTEF).

Name of Legal Entity: STIFTELSEN SINTEF (SINTEF).

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 9

D'APPOLONIA SPA (DAPP),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by D'APPOLONIA SPA (DAPP).

Name of Legal Entity: D'APPOLONIA SPA (DAPP).

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 10

ILMATIETEEN LAITOS (FMI),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by ILMATIETEEN LAITOS (FMI).

Name of Legal Entity: ILMATIETEEN LAITOS (FMI)

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative: Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 11

EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF),

represented for the purpose hereof by its Director of Forecasts, Dr. Erik Andersson acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF).

Name of Legal Entity:	EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF)
Name of legally authorised representative:	Dr. Erik Andersson
Title of legally authorised representative	Director of Forecasts
Signature of legally authorised representative	

Date

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp



Signatures of the Consortium Agreement

Partner 12

CONSORZIO FUTURO IN RICERCA (CFR),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by CONSORZIO FUTURO IN RICERCA (CFR).

Name of Legal Entity: CONSORZIO FUTURO IN RICERCA (CFR)

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 13

UNIVERSITE DE GENEVE (UNIGE),

represented for the purpose hereof by its Vice-Rector, Michel Oris and Prof. Martin Beniston, Scientist in charge

acting as its legal authorised representatives, hereby consent to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accept all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by UNIVERSITE DE GENEVE (UNIGE).

Name of Legal Entity:	UNIVERSITE DE GENEVE (UNIGE)
Name of legally authorised representatives:	Michel Oris / Martin Beniston
Title of legally authorised representatives	Vice-Rector.../...Scientist in charge
Signature of legally authorised representative	/

Date /

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp



Signatures of the Consortium Agreement

Partner 14

UNIVERSITE NICE SOPHIA ANTIPOLIS (UNS),

represented for the purpose hereof by its President, Frédérique VIDAL

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by UNIVERSITE NICE SOPHIA ANTIPOLIS (UNS).

Name of Legal Entity:	UNIVERSITE NICE SOPHIA ANTIPOLIS (UNS)
Name of legally authorised representative:	Frédérique VIDAL
Title of legally authorised representative	President
Signature of legally authorised representative	

Date

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp



Signatures of the Consortium Agreement

Partner 15

EUROPEAN UNION represented by EUROPEAN COMMISSION – JOINT RESEARCH CENTRE (JRC),

represented for the purpose hereof by its IES Director, David WILKINSON

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by EUROPEAN UNION represented by EUROPEAN COMMISSION – JOINT RESEARCH CENTRE (JRC).

Name of Legal Entity:	JRC - JOINT RESEARCH CENTER – EUROPEAN COMMISSION (JRC)
Name of legally authorised representative:	David WILKINSON
Title of legally authorised representative	Director of Institute for Environment and Sustainability
Signature of legally authorised representative	

Date

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp



Signatures of the Consortium Agreement

Partner 16

THE UNIVERSITY OF READING (UOR),

represented for the purpose hereof by its Authorised Signatory, Dr. Mark van Veen acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by THE UNIVERSITY OF READING (UOR).

Name of Legal Entity:	THE UNIVERSITY OF READING (UOR)
Name of legally authorised representative:	Dr. Mark van Veen
Title of legally authorised representative	Contracts Manager
Signature of legally authorised representative	

Date

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp



Signatures of the Consortium Agreement

Partner 17

KAJO SRO (KAJO),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by KAJO SRO (KAJO).

Name of Legal Entity: KAJO SRO (KAJO)

Name of legally authorised representative: #####

Title of legally authorised representative #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 18

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS).

Name of Legal Entity: CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)

Name of legally authorised representative: #####

Title of legally authorised representative #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 19

SCUOLA SUPERIORE DI STUDI UNIVERSITARI E DI PERFEZIONAMENTO SANT'ANNA (SSSA),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by SCUOLA SUPERIORE DI STUDI UNIVERSITARI E DI PERFEZIONAMENTO SANT'ANNA (SSSA).

Name of Legal Entity:

SCUOLA SUPERIORE DI STUDI
UNIVERSITARI E DI PERFEZIONAMENTO
SANT'ANNA (SSSA)

Name of legally authorised representative:

#####

Title of legally authorised representative

#####

Signature of legally authorised representative

Date

Stamp

Coordinator

Universitat Politècnica de Catalunya

Name of legally authorised representative:

Enric Fossas Colet

Title of legally authorised representative

Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 20

Departament d’interior – Generalitat de Catalunya (INTC),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by Departament d’interior – Generalitat de Catalunya (INTC).

Name of Legal Entity: Departament d’interior – Generalitat de Catalunya (INTC)

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative **Section 13:**

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 21

Agència Catalana de l'Aigua (ACA),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by Agència Catalana de l'Aigua (ACA).

Name of Legal Entity: Agència Catalana de l'Aigua (ACA)

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative: Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 22

DIRECCION GENERAL DE PROTECCION CIVIL Y EMERGENCIAS (DGPCE),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by DIRECCION GENERAL DE PROTECCION CIVIL Y EMERGENCIAS (DGPCE).

Name of Legal Entity: DIRECCION GENERAL DE PROTECCION CIVIL Y EMERGENCIAS (DGPCE)

Name of legally authorised representative: #####

Title of legally authorised representative #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 23

AGENCIA DE MEDIO AMBIENTE Y AGUA DE ANDALUCIA (AMAYA),

represented for the purpose hereof by its Subdirector General, José Antonio González Corralejo acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by AGENCIA DE MEDIO AMBIENTE Y AGUA DE ANDALUCIA (AMAYA).

Name of Legal Entity:	AGENCIA DE MEDIO AMBIENTE Y AGUA DE ANDALUCIA (AMAYA)
Name of legally authorised representative:	José Antonio González Corralejo
Title of legally authorised representative	Subdirector General
Signature of legally authorised representative	

Date

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp



Signatures of the Consortium Agreement

Partner 24

COMUNE DI GENOVA (CDG),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by COMUNE DI GENOVA (CDG).

Name of Legal Entity: COMUNE DI GENOVA (CDG)

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 25

AGENZIA REGIONALE PER LA PROTEZIONE DELL'AMBIENTE LIGURE – ARPAL (ARPAL),

represented for the purpose hereof by its Special Commissioner, Carlo Emanuele Pepe acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by AGENZIA REGIONALE PER LA PROTEZIONE DELL'AMBIENTE LIGURE – ARPAL (ARPAL).

Name of Legal Entity:	AGENZIA REGIONALE PER LA PROTEZIONE DELL'AMBIENTE LIGURE – ARPAL (ARPAL)
Name of legally authorised representative:	Carlo Emanuele Pepe
Title of legally authorised representative	Special Commissioner
Signature of legally authorised representative	

Date

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp



Signatures of the Consortium Agreement

Partner 26

SERVICE DEPARTEMENTAL D'INCENDIE ET DE SECOURS DE LA HAUTE – CORSE (SDIS2B),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2** , of **30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by SERVICE DEPARTEMENTAL D'INCENDIE ET DE SECOURS DE LA HAUTE – CORSE (SDIS2B).

Name of Legal Entity:

SERVICE DEPARTEMENTAL D'INCENDIE ET DE SECOURS DE LA HAUTE – CORSE (SDIS2B)

Name of legally authorised representative:

#####

Title of legally authorised representative

#####

Signature of legally authorised representative

Date

Stamp

Coordinator

Universitat Politècnica de Catalunya

Name of legally authorised representative:

Enric Fossas Colet

Title of legally authorised representative

Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 27

MINISTRY OF INTERIOR (FMoI),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by MINISTRY OF INTERIOR (FMoI).

Name of Legal Entity: MINISTRY OF INTERIOR (FMoI)

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 28

HELSE STAVANGER HF (HSUH),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by HELSE STAVANGER HF (HSUH).

Name of Legal Entity: HELSE STAVANGER HF (HSUH)

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 29

DIRECTION DE L'ECONOMIE PUBLIQUE DU CANTON DE BERNE (VOLBE),

represented for the purpose hereof by its Director Regierungsrat Andreas Rickenbacher acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by DIRECTION DE L'ECONOMIE PUBLIQUE DU CANTON DE BERNE (VOLBE).

Name of Legal Entity:	DIRECTION DE L'ECONOMIE PUBLIQUE DU CANTON DE BERNE (VOLBE)
Name of legally authorised representative:	Nils Hählen
Title of legally authorised representative	Leiter Abteilung Naturgefahren (Chief of the Natural Hazards Division of the Canton Berne)
Signature of legally authorised representative	

Date

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp



Signatures of the Consortium Agreement

Partner 30

METEODAT GMBH (METEODAT),

represented for the purpose hereof by its Director, #####

acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by METEODAT GMBH (METEODAT).

Name of Legal Entity: METEODAT GMBH (METEODAT)

Name of legally authorised representative: #####

Title of legally authorised representative: #####

Signature of legally authorised representative

Date

Stamp

Coordinator Universitat Politècnica de Catalunya

Name of legally authorised representative: Enric Fossas Colet

Title of legally authorised representative: Rector

Signature of legally authorised representative

Date

Stamp



Signatures of the Consortium Agreement

Partner 31

GEO 7 AG (GEO7),

represented for the purpose hereof its Directors, Peter Mani, Dr. Catherine Berger, Nicolas Lenz acting as its legal authorised representative, hereby consents to become a Party to the **ANYWHERE Consortium Agreement, CA VERSION 4.2 , of 30th June 2016** and accepts all the rights and obligations of a **Party**.

Done in 2 copies, of which one shall be kept by the *Coordinator* and one by GEO 7 AG (GEO7).

Name of Legal Entity:	GEO 7 AG (GEO7)
Name of legally authorised representative:	Dr. Catherine Berger / Nicolas Lenz
Title of legally authorised representative	Members of the management of geo7 AG
Signature of legally authorised representative	

Date

Stamp

Coordinator	Universitat Politècnica de Catalunya
Name of legally authorised representative:	Enric Fossas Colet
Title of legally authorised representative	Rector
Signature of legally authorised representative	

Date

Stamp

Attachment 1: Background included

Access Rights to Background made available to the Parties:

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

Party 1:

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) and exploitation (Article 25.3 Grant Agreement)
UPC grants access to the Radar Nowcasting Algorithm owned by its unit CRAHI, described in (1) (2) (3) (4) and (5).	<p>Software Object Code of the algorithm for Implementation: any Party entitled to use if Needed for the Implementation during the Project.</p> <p>Software Object Code of the algorithm for Use: subject to license fees, to be negotiated upon request on fair and reasonable conditions.</p>
UPC grants access to the Flash Flood Early Warning System Algorithm owned by its unit CRAHI, described in (6) (7) and (8).	<p>Software Object Code of the algorithm for Implementation: any Party entitled to use if Needed for the Implementation during the Project.</p> <p>Software Object Code of the algorithm for Use: subject to license fees, to be negotiated upon request on fair and reasonable conditions</p>
UPC grants access to the Debris Flow Early Warning System Algorithm owned by its unit CRAHI, described in (9).	<p>Software Object Code of the algorithm for Implementation: any Party entitled to use if Needed for the Implementation during the Project.</p> <p>Software Object Code of the algorithm for Use: subject to license fees, to be negotiated upon request on fair and reasonable conditions.</p>
UPC grants access to the non-parametric automatic blending methodology to estimate rainfall fields Algorithm owned by its unit CRAHI, described in (10).	<p>Software Object Code of the algorithm for Implementation: any Party entitled to use if Needed for the Implementation during the Project.</p> <p>Software Object Code of the algorithm for Use: subject to license fees, to be negotiated upon request on fair and reasonable conditions.</p>

- (1) Berenguer, M., Corral, C., Sánchez-Diezma, R. y Sempere-Torres, D. (2005): Hydrological validation of a radar-based nowcasting technique. **Journal of Hydrometeorology**, 6: 532-549
- (2) D. Sempere-Torres, M. Berenguer, C. Corral and R. Sánchez-Diezma (2005): Improvements on flow forecasting using precipitation nowcasting based in radar advection techniques:assessment of predictability and uncertainty propagation . **Proceedings of the 32nd Conference on Radar Meteorology**. Albuquerque -EUA. 13R.1.
- (3) Berenguer, M. Hydrological uses of meteorological radar. Validation of algorithms for rainfall estimation and nowcasting.(2006): **PhD Thesis**. UPC. Barcelona (Spain).
- (4) Berenguer, M., Sempere-Torres, D. and Pegram, G.G.S. (2011): SBMcast – An ensemble nowcasting technique to assess the uncertainty in rainfall forecasts by Lagrangian extrapolation. **Journal of Hydrology**, 404: 226-240.



- (5) Berenguer, M., and D. Sempere-Torres. (2013): Radar-based nowcasting at European scale: long-term evaluation and performance assessment, Proceedings, 36th Conference on Radar Meteorology, Breckenridge, CO, 15B.3
- (6) Corral, C., D. Velasco, D. Forcadell, and D. Sempere-Torres. (2009): Advances in radar-based flood warning systems. The EHIMI system and the experience in the Besòs flash-flood pilot basin. **Flood Risk Management: Research and Practice**, P. Samuels, Ed.
- (7) Versini, P. A., Berenguer, M., Corral, C., and Sempere-Torres, D. (2014): An operational flood warning system for poorly gauged basins: demonstration in the Guadalhorce basin (Spain), **Natural Hazards**, 71, pp 1355-1378.
- (8) Berenguer, M., D. Sempere-Torres, A. (2015): Hydrological hazard identification based on basin aggregated rainfall, EDHIT Deliverable C.1, 21 pp.
- (9) Velasco-Forero, C. A., Sempere-Torres, D., Cassiraga, E. F. y Jaime Gómez-Hernández, J. (2009): A non-parametric automatic blending methodology to estimate rainfall fields from rain gauge and radar data. **Advances in Water Resources**, 32(7): 986-1002. [doi:10.1016/j.advwatres.2008.10.004](https://doi.org/10.1016/j.advwatres.2008.10.004).
- (10) Berenguer, M.; Sempere-Torres, D.; Hurlimann, M. (2015): Debris-flow forecasting at regional scale by combining susceptibility mapping and radar rainfall. **Natural hazards and earth system sciences**. Any: 2015. Volum: 15. Pàgs: 587 - 602. **JCR-Science Índex d'impacte: 1.826**. DOI:10.5194/nhess-15-587-2015.

Party 7:

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) and exploitation (Article 25.3 Grant Agreement)
UPB grants access to any Background created by the research group lead by Prof. Rainer Koch and owned by UPB and which is directly related to the project, except for any Background excluded hereafter.	Universität Paderborn hereby excludes from its obligation to grant Access Rights to Background all Background that has been and/or will be derived outside the Project and/or which Universität Paderborn due to third party rights is not able to grant Access Rights to or for which it needs to get permission to grant Access Rights.

Party 13:

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) and exploitation (Article 25.3 Grant Agreement)
The University of Geneva grants access to any Background created by the research group lead by Prof. Martin Beniston and owned by UNIGE and which is directly related to the project, except for any Background excluded hereafter and, in particular, which is already subject to any third party	<p>The University of Geneva (UNIGE) hereby excludes the following Background:</p> <p>All Background generated by employees, agents or representatives of UNIGE, other than the research team of Prof. Martin Beniston of the Institute F.A. Forel, who is directly involved in the Project.</p> <p>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.</p>



agreement.	<p>All Background which UNIGE, due to third Party rights, is unable to grant Access Rights to.</p> <p>All Background in patents and current patent applications owned by UNIGE.</p> <p>All UNIGE proprietary materials and software, including but not limited to transgenic and/or knock out animals, whether covered by patents or not.</p>
------------	---

Party 15:

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
EFAS real time flood forecast data	To be used only for implementing tasks within ANYWHERE. No real time information can be shared with the public.	Access to EFAS real time flood forecasts for exploitation is subject to restrictions as notified to all partners before acceding to the agreement. Acces to EFAS real time forecasts for exploitation is subject to the approval of all EFAS partner institutions.

Party 25:

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

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
MOLOCH high resolution meteorological model	To be used only for implementing tasks within ANYWHERE Project. No real time data can be shared with the public.	Moloch data will be operationally available for the exploitation phase
DRiFt semi-distributed, event based rainfall runoff model for tailored on the Ligurian basins	To be used only for implementing tasks within ANYWHERE Project. No real time data can be shared with the public.	DRiFt output will be operationally available for the exploitation phase
OMIRL portal data from the meteo-hydrological regional monitoring network	Public data: Data on this web site can be used during the implementing phase sharing with the public.	Public data: Data on this web site can be used during the exploitation phase sharing with the public.
OMIRL (new version) portal data from the meteo-hydrological regional monitoring network	Public data: Data on this web site can be used during the implementing phase sharing with the public.	Public data: Data on this web site can be used during the exploitation phase sharing with the public.



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

If this change during the implementation of the Project, and access rights to Background appear to be Needed, any concerned Party shall identify and include its owned Background in this attachment. It shall include a description of the Background (including references to publications or documents describing it) and the specific limitations and/or access rights conditions for implementation and exploitation (following Articles 25.2 and 25.3 of the Grant Agreement).

The General Assembly shall approve any modification to this Attachment.



Attachment 2: Accession document

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

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

UNIVERSITAT POLITECNICA DE CATALUNYA, hereby certifies that the consortium has accepted in the meeting held on [date] the accession of #####, to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives of which one shall be kept by the Coordinator and one by the [the name of the new party].

Name of New Party: #####
Name or names of legally authorised representative:
Title of legally authorised representative
Signature of legally authorised representative

Date [Date and Place]
Stamp

Coordinator UNIVERSITAT POLITECNICA DE CATALUNYA,
Name of legally authorised representative: Enric Fossas Colet
Title of legally authorised representative Rector
Signature of legally authorised representative

Date [Date and Place]
Stamp





Attachment 3: Listed Affiliated Entities

No affiliated Entities have Access Rights under the conditions of the GA Article 25.4 and 31.4 at the time of signature of this Consortium Agreement.



Attachment 4: EAB non-disclosure agreement

Barcelona, [...], 2016

[Name of a Party]

AND

[Name of the other Party]

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

The parties hereto mutually recognise their sufficient legal capacity to commit their respective institutions and

CLAUSES

1. In this confidentiality agreement, the term "Project" refers to [...], with respect to which the Parties [explicar la finalidad del intercambio de información].
2. The term "Information" refers to the confidential supplied by either Party (hereinafter, the "Disclosing Party") for the duration of this agreement either orally, or in tangible form, such as texts, designs, diagrams, drawings, photographs, recordings or models (or anything that is converted into tangible form and as such is sent to the other Party, (hereinafter the "Receiving Party"), and that has been clearly identified as confidential when dealt with in communications.
3. The Receiving Party undertakes to deal with the Information confidentially and not to make it available to third parties without the prior written consent of the Disclosing Party. This obligation to maintain confidentiality shall not apply to information which:
 - a) Was previously known by the Receiving Party and that there is written documentation that is able to prove this knowledge.
 - b) Is public domain or becomes public domain by means other than a breach of this confidentiality agreement by the Receiving Party.
 - c) Is received by the Receiving Party in good faith from an unrelated third party, unless there has been a breach of confidentiality.
4. This agreement does not presuppose or imply property rights over the Project or the Information. Likewise, the provision of the Information does not imply the licensing of the patent, the trademark or copyrights which, if it were the case, would need to be the object of a specific agreement.
5. This agreement does not oblige the parties to initiate or continue negotiations or to enter into any subsequent agreements. Any agreement related to the Project must be set out in writing and signed by an authorised representative from each party.
6. When asked to do so by the Disclosing Party, the Receiving Party shall return all copies of the Information at its disposal.
7. The Confidentiality obligations set herein shall stay in force up to 5 years after the finalisation of the project. When asked to do so by the Disclosing Party, the Receiving Party shall return or destroy (whatever fits best), all copies of the Information at its disposal
8. The parties expressly renounce any other jurisdiction which may be available, and submit themselves to the Courts of Law of Madrid for the consideration and decision of matters which may arise from this present Agreement.

And, in order to show their acceptance, the parties sign this present Agreement, in the city and on the date mentioned above, in duplicate and to one sole effect.

[Signature]

[Signature]



Attachment 5: Proxy vote template

PROXY FORM

ANYWHERE GENERAL ASSEMBLY

This form must be signed by both: the member assigning the proxy and the member accepting it.

I (name of the voting member assigning the proxy) representing (name of legal entity), hereby authorize (name of the designated voting member) to serve as my proxy and vote on my behalf at the **ANYWHERE** meeting to be held on (DATE) in (PLACE).

This proxy is valid for:

- All Matters voted on at the Meeting
- Specific Issue/Matter (please explain below)

Name of voting member assigning the proxy:

Signature:

Place and Date:

Name of the member accepting the proxy:

Signature

Place and Date:

A voting member wishing to vote at a meeting via proxy shall designate a member from the committee. A voting member wishing to vote via proxy shall personally contact the member or individual from their voting interest whom the member wishes to exercise the proxy and must complete the proxy form in its entirety. Failure by the members to sign the form will invalidate the proxy. The duly executed hand-written proxy form shall be mailed, e-mailed as a scanned attachment, or faxed by the voting member, or hand delivered by the proxy holder to the chairman meeting prior to the applicable meeting or action. A separate proxy form shall be completed for each individual meeting. The solicitation of proxies from voting members is prohibited. Solicited proxies will not be accepted. Your signature attests the above has been strictly followed.