

CONSORTIUM AGREEMENT

CloudSME: Cloud based Simulation platform for Manufacturing and Engineering

SEVENTH RESEARCH FRAMEWORK PROGRAMME (FP7)

Funding Scheme: Collaborative Project

Large Scale Integrating Project (IP)

Work programme topics addressed:

FP7-2013-NMP-ICT-FOF – Factories of the Future (FoF)

Challenge 7: ICT for the Enterprise and Manufacturing Objective FoF-ICT-
2013.7.1 Application experiments for robotics and simulation

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the EC Grant Agreement, adopted on 10 April 2007 Version 6 adopted on 24 January 2011 hereinafter referred to as the Grant Agreement and Annex II adopted on 10 April 2007 hereinafter referred to as Annex II of the Grant Agreement and is made on the date of the last party signature, and the effective date will be 1st July 2013.

BETWEEN:

University of Westminster (UoW), 309 Regent Street, London, W1B 2UW, United Kingdom, **the Coordinator**

Magyar Tudományos Akadémia Számítástechnikai és Automatizálási Kutató Intézet (Computer and Automation Research Institute of the Hungarian Academy of Sciences) (MTA SZTAKI), Kende utca 13-17, Budapest, 1111, Hungary

Scaletools AG (SCALETOOLS), Huobstrasse 10, Pfaffikon Sz, 8808, Switzerland

Universidad de Zaragoza (UNIZAR), Calle Pedro Cerbuna 12, Zaragoza, 50009, Spain

CloudBroker GmbH (CB), Räflestrasse 25, CH-8045, Zurich, Switzerland

Brunel University (BRUNEL UNIVERSITY), Kingston Lane, Uxbridge UB8 3PH, UK

CloudSigma AG, (CLOUDSIGMA), Sagereistrasse 29, Glattbrugg, 8152, Switzerland

ASCOMP GmbH (ASCOMP), Technoparkstrasse 1, Einstein H22, Zurich 8005, Switzerland

SIMUL8 Corporation (SIM8), Cochrane Street 29, Glasgow, G1 1HL, UK

Ingenieria Y Control Electronico SA (INGECON), Calle Alaun – Plataforma Logistica Zaragoza 8 – Planta 1, Zaragoza, 50197, Spain

2MoRO Solutions SARL (2Moro Solutions), Technopole Izarbel Cote Basque, Bidart, 64210, France

Podoactiva S.L. (PODOACTIVA SL), Parque Tecnológico Walqa, Cuarte, 22197, Spain

Saker Solutions Ltd. (Saker Solutions), Sambourne Lane Warren Farmhouse, Astwood Bank Worcestershire, B96 6PL, UK

Eurobios SAS (EUROBIOS), Avenue Lenine 86, Gentilly, 94250, France

Charles Robinson (Cutting Tools) Ltd. (Cutting Tools), Castle Park Industrial Estate Bower Street Unit C1, Oldham, OL1 3LN, UK

Sander-Werbung GmbH (SW), Hans Pfitzner Strasse 31, Duisberg, 47057, Germany

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

relating to the Project entitled

Cloud based Simulation platform for Manufacturing and Engineering

in short

CloudSME: hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a Proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European

Community for Research, Technological Development and Demonstration Activities under the funding scheme of “Support Action”.

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

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.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 for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

1.2 Additional Definitions

“Consortium Plan”

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

“Consortium Budget”

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

“Defaulting Party”

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

“Needed”

Needed means:

For the implementation of the Project:

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

For Use of own Foreground:

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

“Software”

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

Section 2: Purpose

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

Section 3: Entry into force, duration and termination**3.1 Entry into force**

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

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

A new Party enters the Consortium upon signature of the Accession document [Attachment 3] by the new Party and the Coordinator. Such accession shall have effect from the date identified in the Accession document.

3.2 Duration and termination

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

However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the Grant Agreement (EC Grant Agreement Article II.37. and II.38.).

If the Commission does not award the EC-GA or terminates the EC-GA or a Party's participation in the EC-GA, this Consortium Agreement shall automatically terminate in respect of the affected Party/Parties, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the Coordinator or the party appointed by the Project Management Board if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

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

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 solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the EC-GA. 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 EC-GA.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Foreground 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 Affiliates) exercising its Access Rights.

5.2 Limitations of contractual liability

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex I of the EC-GA 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 under this Consortium Agreement or from its use of Foreground or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

The project will have two statutory bodies:

- Project Management Board
- Technical Management Board

as described in Annex I: Description of Work of the Grant Agreement

The Project Management Board (PMB) globally supervises the overall project.

The Technical Management Board is responsible for the technical management of the project and is accountable to the Project Management Board.

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

The Management Support Team assists the Project Management Board and the Coordinator.

6.2 Members

6.2.1 Project Management Board

The Project Management Board (PMB) globally supervises the overall project. It has two representatives of the Coordinator and one representative for each Party (hereinafter Member). The PMB will be chaired by the Coordinator. Members are appointed by the Parties in order to monitor the proper execution of the work allocated to the respective site.

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings of the Project Management Board, unless decided otherwise by the Project Management Board.

The Parties agree to abide by all decisions of the Project Management Board.

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.

6.2.2 Technical Management Board

The Coordinator will be the Chair of the Technical Management Board and the Project Administration Manager, Work Package Leaders and Quality Manager will be the members.

6.3 Operational procedures for the Project Management Board

6.3.1 Representation in meetings

Any Member:

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The Coordinator shall convene ordinary meetings of the Project Management Board at least once every six months and shall also convene extraordinary meetings at any time upon reasonable written request of any Member.

6.3.2.2 Notice of a meeting:

The Coordinator shall give notice in writing of a meeting to each Member of a statutory body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below:

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
Project Management Board	45 calendar days	15 calendar days
Technical Management Board	14 calendar days	7 calendar days.

6.3.2.3 Sending the agenda:

The Coordinator shall prepare and send each Member of a statutory body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below:

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
Project Management Board	21 calendar days	10 calendar days
Technical Management Board	7 calendar days.	

6.3.2.4 Adding agenda items:

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

Any Member may add an item to the original agenda by written notification to all of the other Members of a statutory body up to the minimum number of days preceding the meeting as indicated below:

	<u>Ordinary meeting</u>	<u>Extraordinary meeting</u>
Project Management Board	14 calendar days	7 calendar days
Technical Management Board	2 working days.	

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

6.3.2.6 Any decision may also be taken without a meeting by circulating to all Members a written document which is then signed by the defined majority of Members (see Article 6.3.3 of this Consortium Agreement).

6.3.2.7 Meetings of the Project Management Board can also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions may only be executed once the relevant part of the Minutes is accepted according to Article 6.3.5 of this Consortium Agreement.

6.3.3 Voting rules and quorum

6.3.3.1 The Project Management Board shall not deliberate and decide validly unless a quorum two-thirds (2/3) of its Members are present or represented.

6.3.3.2 Each Party, including the Coordinator, shall have one vote.

6.3.3.3 Defaulting Party Members may not vote.

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

6.3.4 Veto rights

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

Management Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

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

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

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

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

6.3.5 Minutes of meetings

6.3.5.1 The Coordinator shall produce written Minutes of each meeting which shall be the formal record of all decisions taken. He shall send these drafts to all of its members within 15 calendar days of the meeting.

6.3.5.2 The Minutes shall be considered as accepted if, within 15 calendar days from sending, no member has objected in writing to the Coordinator with respect to the accuracy of the draft of the Minutes.

6.3.5.3 The accepted Minutes shall be sent by the Coordinator to all of the members of the Consortium Body. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3.6 Decisions of the Project Management Board

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

6.3.6.2 The following decisions shall be taken by the Project Management Board:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the Grant Agreement to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Withdrawals from [Attachment 1 (Background included)]
- Additions to [Attachment 2 (Background excluded)]
- Additions to [Attachment 4 (Listed Affiliated Entities)]
- Additions to [Attachment 6 (List of Third Parties)]

Evolution of the Consortium

- Entry of a new Party to the Consortium and approval of the settlement on the modalities and conditions of the accession of such a new Party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the modalities and conditions of the withdrawal
- Declaration of a Party to be a Defaulting Party
- Corrective measures to be required from a Defaulting Party

- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Coordinator
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and/or the Consortium Agreement

6.3.6.3 In the case of abolished tasks as a result of a decision of the Project Management Board, the Technical Management Board shall advise the Project Management Board on ways to rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certifications) to the European Commission
- preparing the meetings, making proposals for decision and preparing the agenda of Project Management Board meetings and Technical Management Board meetings, chairing the meetings, preparing and sending out the Minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to the Parties
- administering the financial contribution of the Union and fulfilling the financial tasks described in Article 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.

6.4.3 If the Coordinator fails in its coordination tasks, the Project Management Board may propose to the European Commission to change the Coordinator.

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

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

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of the Financial Contribution

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

- the Consortium Budget as included in the Consortium Plan
- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.3.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Financial Consequences 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 European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 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

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

7.2.1 Budgeted costs eligible for 100% reimbursement

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

- banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- a reasonable costs of Parties related to
 - o the delivery of certificates on the financial statements according to the EC-GA
 - o the delivery of the certificate on the methodology, if any, unless the cost of such certification has already been paid to the beneficiary under a previous EC-GA and the methodology has not changed (EC-GA Article II.4.4 and II.14.1)
 - o costs related to calls for new Beneficiaries
- costs related to updating this Agreement
- management costs of the Coordinator and the Management Support Team
- intellectual property protection costs

- costs for publications
- costs for the tasks of chairpersons
- any other costs eligible for 100% reimbursement

7.2.2 Budgeting of coordination costs

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

7.3 Payments

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community 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.

7.3.2 Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the EU-Commission without undue delay and in conformity with the provisions of Annex II of the EC-GA. Costs accepted by the EU-Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

A retention of 15% will be kept by the EC until the final review meeting is held, and all deliverables have been accepted. This retention includes 5% of the pre-financing that goes to the guarantee fund. The last 15% will not be released before month 34-36. This delay cannot be applied to the SMEs, although the public bodies in the consortium must take this delay. The EC will provide the necessary support for assessing the quality of the deliverables produced by the experiments.

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 EC-GA or to a Beneficiary which has not yet signed this Consortium Agreement.

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

Section 8: Foreground

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

8.1 Joint ownership

Where no joint ownership agreement has been concluded yet, each of the joint owners shall, subject to the following conditions, be entitled to Use their joint Foreground, and to grant non-exclusive licences to third parties, without any right to sublicense, subject to the following conditions:

- at least 45 days prior notice must be given to the other joint owner(s); and
- fair and reasonable compensation must be provided to the other joint owner(s) taking into account each owner's relative ownership.

For the avoidance of doubt each joint owner may Use the jointly owned Foreground for internal and teaching purposes on a royalty free basis.

In case of commercial use, the joint-owners will have to negotiate the terms and conditions for commercial use of the joint results in a specific separated agreement.

8.2 Transfer of Foreground

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

It may identify specific third parties it intends to transfer Foreground to in [Attachment (6)] to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the Grant Agreement Article II.27.3.

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

Any addition to [Attachment (6)] after signature of this Agreement requires a decision of the Project Management Board.

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

8.3 Dissemination

8.3.1 Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by Article II.30 of the Grant Agreement.

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

The Party objecting to a publication has to show that its Confidential Information is compromised by the publication; or the protection of the objecting Party's Foreground or Background is adversely affected and shall include a request for necessary modifications. If all modifications are made as requested then publication will be permitted.

8.3.2 Publication of another Party's Foreground or Background

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

For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

8.3.5 Exemptions

Publication that is purely for promotion and marketing of the project, and is based on or derived from public deliverables of the project, is exempted from Art 8.3.1, subject to the approval of the Coordinator. Approval will not be unreasonably withheld, and if no objection is given within 5 working days then the publication is permitted.

Section 9: Access Rights

9.1 Background covered

9.1.1 The Parties shall identify in the [Attachment 1] the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the Grant Agreement. Such identification may be done by e.g.

- subject matter and possibly in addition by
- naming a specific department of a Party.

9.1.2 The owning Party may add further Background to [Attachment 1] during the Project by written notice.

However, only the Project Management Board can permit a Party to withdraw any of its Background from [Attachment 1].

9.1.3 The Parties agree that all Background not listed in [Attachment 1] shall be explicitly excluded from Access Rights. They agree, however, to negotiate in good faith additions to [Attachment 1] if a Party asks them to do so and those are needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to [Attachment 1].

9.1.4 In addition, if a Party wishes to exclude specific Background, it shall list such Background in the [Attachment 2].

The owning Party may withdraw any of its Background from [Attachment 2] during the Project by written notice.

However, only the Project Management Board can permit a Party to add Background to [Attachment 2].

9.2 General Principles

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

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

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

9.2.4 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, if not otherwise agreed in writing by all the Parties according to the Grant Agreement Article II.32.7.

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

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

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

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

9.3 Access Rights for implementation

Access Rights to Foreground and Background Needed for the execution 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 Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on fair and reasonable conditions.

A third party shall not be granted direct Access to Foreground generated by other Parties unless those Parties explicitly agree to it.

Access rights for internal research activities shall be granted on a royalty-free basis unless otherwise agreed in [Attachment 1] or listed in [Attachment 2] as excluded Background.

9.4.2 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

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

9.5 Access Rights for Affiliated Entities

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

Such Access Rights to Affiliated Entities shall be granted on fair and reasonable conditions and upon written bilateral agreement.

9.5.2 Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and 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.

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Project Management Board 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 Foreground developed until the date of the termination of its participation. The time limit for its right to request these Access Rights shall start on the same date in line with Article II.34.4 of the EC-GA.

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" 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.

"Software Service" means software that can be executed without local installation remotely through a network or the internet, for example via a web browser or a web service interface. A Software Service corresponds to an Object Code if the Software Service exposes the same functionality as the executed Object Code.

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 Article 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, Software Service 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 Project Management Board to implement such introduction into the Consortium Plan.

9.8.3. Access to Software

Access Rights to Software which is Foreground shall comprise:

Access to the Object Code or to a corresponding Software Service; and,

where normal use of such an Object Code or Software Service requires an Application Programming Interface (hereafter API), Access to the Object Code or Software Service and such an API; and,

if a Party can show that the execution of its tasks under the Project or the Use of its own Foreground is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary.

Background shall only be provided in Object Code or as a Software Service 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 Foreground - Rights of a Party

Where a Party has Access Rights to Object Code and/or Software Service and/or API which is Foreground for Use, such Access shall, in addition to the access for Use foreseen in Article 9.4, as far as Needed for the Use of the Party's own Foreground, comprise the right:

to make an unlimited number of copies of Object Code and API; and to distribute, make available, market, sell and offer for sale such Object Code and API only if needed alone or part of or in connection with products or services of the Party having the Access Rights, except as otherwise agreed with the party owning the Object Code and/or API; provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to use Object Code and API for its own Foreground.

If it is intended to use the services of a third party for the purposes of this Article 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 Article 9.2 of this Consortium Agreement.

9.8.4.1.2 Foreground - Rights to grant sub-licences to end-users

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

to maintain such product/service;

to create for its own end-use interacting interoperable software in accordance with the Council Directive of 14 May 1991 on the legal protection of computer programs (91/250/EEC).

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 Use, Access Rights exclude the right to sub-licence. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Foreground - Rights of a Party

Where, in accordance with Article 9.8.3, a Party has Access Rights to Source Code which is Foreground for Use, Access Rights to such Source Code, as far as Needed for the Use of the Party's own Foreground, 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 Article 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 Article 9.2 of this Consortium Agreement.

In case of use outside of the Project, the Parties will have to negotiate the terms and conditions for the Access Rights to Source Code in a specific separated agreement.

9.8.4.2.2 Foreground – Rights to grant sub-licences to end-users

In addition, Access Rights, as far as Needed for the Use of the Party's own Foreground, shall comprise the right to sub-licence 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 Use, Access Rights exclude the right to sub-licence. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

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

Section 10: Non-disclosure of information

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

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

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

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

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

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

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

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

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

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this body text and

[Attachment 1 (Background included)]

[Attachment 2 (Background excluded)]

[Attachment 3 (Accession document)]

[Attachment 4 (Listed Affiliated Entities)]

[Attachment 5 (initial list of members and other contact persons)]

[Attachment 6 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)]

[Attachment 7 (Agreement for the Transfer of Material)]

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

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

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of members and other contact persons in [Attachment 5].

Formal notices:

If it is required in this Consortium Agreement (Article. 9.7.2.1.1 and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an 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 (e.g. Minutes), which fulfils the condition of written agreement, subject to Article 9.7.2.1.1, this clause 11.3 and 11.4.

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

The Parties should respond to e-mails and other means of communications in a timely manner, in a shorter period than 7 days.

The Parties should inform the Coordinator if their contact persons are not available (not able to respond e-mails) for more than 7 days and on request assign a replacement for this period.

11.4 Assignment and amendments

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 Article 6.3.6 require a separate agreement between all Parties.

11.5 Mandatory statutory law

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

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 and all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be notified to the Parties and the matter(s) submitted to a specially convened meeting of most high plenipotentiary representatives of the Parties. If the matter(s) remain after 30 days of notification the sole competent courts will be the courts of Brussels.

11.9. Ethical issues

All arising Ethical issues should be taken care according to the Grant Agreement and the Annex I: Description of Work

11. 10. Third parties:

2MoRO SAS

2MoRO Inc.

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **Magyar Tudományos Akadémia Számítástechnikai és Automatizálási Kutató Intézet**

Signature:

Stamp

Name: Dr. Peter Inzelt

Mariann Kanizsaine Dornyei

Title: Director

Financial Deputy Director

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **Scaletools AG**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **Universidad de Zaragoza**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone
Title: Registrar and Secretary

Authorised to sign on behalf of **CloudBroker GmbH**

Signature:

Stamp

Name: Wibke Sudholt Nicola Fantini
Title CTO and Managing Partner CEO and Managing Partner

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **Brunel University**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **CloudSigma AG**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **ASCOMP GmbH**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **SIMUL8 Corporation**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **Ingenieria Y Control Electronico SA**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **2MoRO Solutions SARL**

Signature:

Stamp

Name: Pierre Dagois

Title: Chairman

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **Podoactiva S.L.**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **Saker Solutions Ltd.**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone
Title: Registrar and Secretary

Authorised to sign on behalf of **Eurobios SAS**

Signature:

Stamp

Name: <Name_1> <Name_2>
Title <Title_1> <Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature:

Stamp

Name: Carole Mainstone

Title: Registrar and Secretary

Authorised to sign on behalf of **Charles Robinson (Cutting Tools) Ltd.**

Signature:

Stamp

Name: <Name_1>

<Name_2>

Title <Title_1>

<Title_2>

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.

Authorised to sign on behalf of **University of Westminster**

Signature: Stamp

Name: Carole Mainstone
Title: Registrar and Secretary

Authorised to sign on behalf of **Sander-Werbung GmbH**

Signature: Stamp

Name: <Name_1> <Name_2>
Title <Title_1> <Title_2>

Attachment 1: Background included

Access Rights to Background made available to the Parties:

1. **The University of Westminster (UoW)**, 309 Regent Street, London, W1B 2UW, United Kingdom, will provide to the CloudSME consortium Grid Execution Management for Legacy Code Applications (GEMLCA) and the SHIWA Workflow Repository as open source software. The former will support coarse-grained workflow interoperability and application porting, and the latter for sharing executable workflows of multiple workflow systems.
2. **Magyar Tudományos Akadémia Számítástechnikai és Automatizálási Kutató Intézet** (Computer and Automation Research Institute of the Hungarian Academy of Sciences) (MTA SZTAKI), Budapest, Kende utca 13-17, 1111, Hungary, will provide to the CloudSME consortium the WS-GRADE portal, gUSE, WS-PGRADE IWIR, SHIWA portal.
3. **Scaletools AG** (SCALETOOLS), Huobstrasse 10, Pfaffikon Sz, 8808, Switzerland, will provide to the CloudSME consortium
4. **Universidad de Zaragoza (UNIZAR)**, Calle Pedro Cerbuna 12, Zaragoza, 50009, Spain, will provide to the CloudSME consortium
5. **Cloudbroker GmbH** (CB), Räfifelstrasse 25, CH-8045, Zurich, Switzerland, will provide to the CloudSME consortium access to the following software components as software service:
 - CloudBroker Platform web user interface and web services, for development and testing purposes in the CloudSME Project only (the corresponding installation is to be set up, operated and maintained as part of the project)

Cloudbroker GmbH will provide to the CloudSME consortium access to the following software components in object code:

- Executables and/or libraries for the Linux operating system to access the CloudBroker Platform programmatically, as far as needed for the work in the CloudSME Project

Cloudbroker GmbH will provide to the CloudSME consortium access to the following software components in source code:

- Example code how to use the CloudBroker Platform web services, APIs, libraries and/or command line tools, as far as needed for the work in the CloudSME Project

Cloudbroker GmbH will provide to the CloudSME consortium access the following software documentation:

- Documentation of the usage of the CloudBroker Platform web user interface, as far as needed for the work in the CloudSME Project
- Documentation of the usage of the CloudBroker Platform web service API, as far as needed for the work in the CloudSME Project

Documentation of the usage of client libraries and/or tools needed to access the CloudBroker Platform, as far as needed for the work in the CloudSME Project

6. **Brunel University** (BRUNEL UNIVERSITY), Kingston Lane, Uxbridge UB8 3PH, UK, will provide to the CloudSME consortium
7. **CloudSigma AG** (CS), Sägereistrasse 35, Glattbrugg 8152, Switzerland will provide to the CloudSME consortium access to its infrastructure operated under its proprietary cloud stack. Full availability of JSON communication schema and REST/API for service automation.
8. **SIMUL8 Corporation** (SIM8), Cochrane Street 29, Glasgow, G1 1HL, UK, will provide to the CloudSME consortium

9. **ASCOMP GmbH** (ASCOMP), Technoparkestrasse 1, Einstein H22, Zurich 8005, Switzerland, will provide to the CloudSME consortium ...
10. **Ingenieria Y Control Electronico SA** (INGECON), Calle Alaun – Plataforma Logistica Zaragoza 8 – Planta 1, Zaragoza, 50197, Spain, will provide to the CloudSME consortium ...
11. **2MoRO Solutions SARL** (2Moro Solutions), Technopole Izarbel Cote Basque, Bidart, 64210, France, will provide to the CloudSME consortium a service exclusively dedicated to sequential pattern extraction used by BFly® in order to optimize aircraft maintenance planning.
12. **Podoactiva S.L.** (PODOACTIVA SL), Parque Tecnológico Walqa, Cuarte, 22197, Spain, will provide to the CloudSME consortium ...
13. **Saker Solutions Ltd.** (Saker Solutions), Sambourne Lane Warren Farmhouse, Astwood Bank Worcestershire, B96 6PL, UK, will provide to the CloudSME consortium ...
14. **Eurobios SAS** (EUROBIOS), Avenue Lenine 86, Gentilly, 94250, France, will provide to the CloudSME consortium ...
15. **Charles Robinson (Cutting Tools) Ltd.** (Cutting Tools), Castle Park Industrial Estate Bower Street Unit C1, Oldham, OL1 3LN, UK, will provide to the CloudSME consortium ...
16. **Sander-Werbung GmbH** (SW), Hans Pfitzner Strasse 31, Duisberg, \$7057, Germany, will provide to the CloudSME consortium ...

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

Attachment 2: Background excluded

Background excluded from Access Rights:

1. **The University of Westminster (UoW)**, 309 Regent Street, London, W1B 2UW, United Kingdom, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
2. **Magyar Tudományos Akadémia Számítástechnikai és Automatizálási Kutató Intézet** (Computer and Automation Research Institute of the Hungarian Academy of Sciences) (MTA SZTAKI), Budapest, Kende utca 13-17, 1111, Hungary, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium:

All Background generated by employees or representatives of MTA SZTAKI other than those directly involved in the CloudSME Project.

3. **Scaletools AG** (SCALETOOLS), Huobstrasse 10, Pfaffikon Sz, 8808, Switzerland, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
4. **Universidad de Zaragoza** (UNIZAR), Calle Pedro Cerbuna 12, Zaragoza, 50009, Spain, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
5. **CloudBroker GmbH** (CB), Postfach 5422, CH-8005, Zurich, Switzerland, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium:
 - All source code, object code, APIs, software services and documentation that were created before the start of the CloudSME project, unless explicitly stated as Background included in Attachment 1 or defined in a separate agreement
 - All Background generated by employees, agents or representatives of CloudBroker GmbH outside the CloudSME Project, unless explicitly stated as Background included in Attachment 1 or defined in a separate agreement

CloudBroker GmbH informs all involved Parties that the usage of the following is associated with fees:

- Commercial and pay-per-use cloud computing resources (to the cloud resource provider, except if provided by a member of the CloudSME Project without a fee)
- Commercial and pay-per-use application software available through the CloudBroker Platform (to the application software provider, except if provided by a member of the CloudSME Project without a fee)

The CloudSME Project reserves a certain budget for utilizing commercial cloud resources, managed by ScaleTools AG. Usage going beyond this budget has to be paid for by the using Party.

6. **Brunel University** (BRUNEL UNIVERSITY), Kingston Lane, Uxbridge UB8 3PH, UK, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
7. **CloudSigma AG** (CS), Sägereistrasse 35, Glattbrugg 8152, Switzerland, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium:

All Background generated by employees or representatives of CloudSigma AG other than those directly involved in the CloudSME Project.

8. **SIMUL8 Corporation** (SIM8), Cochrane Street 29, Glasgow, G1 1HL, UK, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
9. **ASCOMP GmbH** (ASCOMP), Technoparkstrasse 1, Einstein H22, Zurich 8005, Switzerland, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...

- 10. Ingenieria Y Control Electronico SA (INGECON)**, Calle Alaun – Plataforma Logistica Zaragoza 8 – Planta 1, Zaragoza, 50197, Spain, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
- 11. 2MoRO Solutions SARL (2Moro Solutions)**, Technopole Izarbel Cote Basque, Bidart, 64210, France, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium:

All Background generated by employees or representative of 2MoRO Solutions other than those listed in Attachment 1: Background included.
- 12. Podoactiva S.L. (PODOACTIVA SL)**, Parque Tecnologico Walqa, Cuarte, 22197, Spain, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
- 13. Saker Solutions Ltd. (Saker Solutions)**, Sambourne Lane Warren Farmhouse, Astwood Bank Worcestershire, B96 6PL, UK, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
- 14. Eurobios SAS (EUROBIOS)**, Avenue Lenine 86, Gentilly, 94250, France, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
- 15. Charles Robinson (Cutting Tools) Ltd. (Cutting Tools)**, Castle Park Industrial Estate Bower Street Unit C1, Oldham, OL1 3LN, UK, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...
- 16. Sander-Werbung GmbH (SW)**, Hans Pfitzner Strasse 31, Duisberg, \$7057, Germany, hereby excludes from the obligation to grant Access Rights to Background for use by the Consortium: ...

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

Attachment 3: Accession document

ACCESSION

of a new Party to

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

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE GRANT AGREEMENT]

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

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE GRANT AGREEMENT]

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 4: Listed Affiliated Entities

2MoRO Solutions – list of affiliated entities

- 2MoRO Inc
- 2MoRO SAS

Attachment 5: Initial list of members and other contact persons

Recipients for Notices

Recipients for Notices in Accordance with Section 11 of this Consortium Agreement.

- 1. University of Westminster (UoW)**, 309 Regent Street, London, W1B 2UW, United Kingdom, the Coordinator

<UoW>

Member of the Project Management Board:

Tamas Kiss

Position: Senior Lecturer

Tel. +44-20-79115000

Fax +44-20-79115089

E-mail: terstyg@wmin.ac.uk

School of Electronics and Computer Science

115 New Cavendish St

London, W1W 6UW

<UoW>

Member of the Project Management Board:

Stephen Winter

Position: Deputy Dean of School

Tel. +44-20-79155440

Fax +44-20-79115089

E-mail: wintersc@wmin.ac.uk

School of Electronic and Computer Science

115 New Cavendish St

London, W1W 6UW

Attachment 5: Initial list of members and other contact persons

Recipients for Notices

Recipients for Notices in Accordance with Section 11 of this Consortium Agreement.

7. CloudSigma AG (CS), Sägereistrasse 35, Glattbrugg 8152, Switzerland

(CS)

Robert Jenkins

Position: CEO

Tel. +359877035184

E-mail: robert@cloudsigma.com

CloudSigma AG

Sägereistrasse 35

Glattbrugg 8152

Switzerland

(CS)

Peter Gray

Position: Technical Writer

Tel. +359879014134

Email: peter.gray@cloudsigma.com

CloudSigma AG

Sägereistrasse 35

Glattbrugg 8152

Switzerland

Attachment 5: Initial list of members and other contact persons

Recipients for Notices

Recipients for Notices in Accordance with Section 11 of this Consortium Agreement.

- 8. 2MoRO Solutions SARL** (2Moro Solutions), Technopole Izarbel Cote Basque, Bidart, 64210, France

R&D Project – Innovation Manager

Eva Randria

Tel. +33 5 59 01 30 05

Fax +33 5 59 41 53 88

E-mail: eva.randria@2moro.fr

2MoRO Solutions

Technopole Izarbel Cote Basque

64210 Bidart - France

Attachment 6: List of Third Parties

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

- 2MoRO SAS
- 2MoRO Inc.

Attachment 7: Agreement for the Transfer of Material**Simple Letter Agreement for the Transfer of Materials**

In response to the RECIPIENT's request for the MATERIAL [insert description] . . .The PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

- The above MATERIAL is the property of the PROVIDER and is made available in the frame of the [name of the Project] project.
- THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
- The MATERIAL will be used for not-for-profit research purposes only.
- The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
- The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
- Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damage against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.
- The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
- The MATERIAL is provided at no cost.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy

- to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:

Provider Organisation:

Address:

Name of Authorised Official:

Title of Authorised Official:

Certification of Authorised Official: This Simple Letter Agreement __has / __has not [check one] been modified. If modified, the modifications are attached.

Signature of Authorised Official and Date ...

RECIPIENT INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:

Provider Organisation:

Address:

Name of Authorised Official:

Title of Authorised Official:

Signature of Authorised Official:

Date:

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide

by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist and Date