



# **DESCA**

**The Simplified FP7 Model  
Consortium Agreement  
[www.DESCA-FP7.eu](http://www.DESCA-FP7.eu)**

Starting document, Version 3.0 March 2011

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## CONSORTIUM AGREEMENT

**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 European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007 Version 6 adopted on 24 January 2011, hereinafter referred to as Annex II of the EC-GA, and is made on 1 February 2013, hereinafter referred to as "Effective Date"

**BETWEEN:**

**THE CITY UNIVERSITY**, with its registered address at Northampton Square, London EC1V 0HB, United Kingdom (the "Coordinator"),

**UNIVERSITA DEGLI STUDI ROMA TRE**, with its registered address at VIA OSTIENSE 161, 00154 Roma, Italy ("RO3"),

**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE**, with its registered address Lungotevere Grande Ammiraglio Thaon di Revel 76, 00196 Roma, Italy ("ENEA"),

**INNOVA SOLAR ENERGY SRL**, with its registered address at VIA PADRE UGOLINO FRASCA CENTRO, 66100 Chieti, Italy ("INNOVA"),

**COMPOWER AB**, with its registered address at SKOLDVAGEN 9A, 187 36 TABY, Sweden ("CP"),

**KUNGLIGA TEKNISKA HOEGSKOLAN**, Valhallavaegen 79, 10044 Stockholm, Sweden ("KTH"),

**UNIVERSIDAD DE SEVILLA**, CALLE S. FERNANDO 4, 41004 Sevilla, Spain ("USE"),

and

**EUROPEAN TURBINE NETWORK A.I.S.B.L**, Rue Saint Georges, 1050 Brussels, Belgium ("ETN")

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

relating to the project described in the Description of Work and entitled

»**OMSoP— Optimised Microturbine Solar Power system**«

in short

» **OMSoP** «

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 "Collaborative Project".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA, to which each Party has agreed to be bound.

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](http://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. As examples, but without limiting the scope of the preceding sentence, the terms "Background" and "Foreground" shall have the meanings given to them in Annex II to the Grant Agreement. Solely for ease of reading, however, the meanings of those two terms are replicated here:

"Background"

Background means information which is held by Beneficiaries prior to their accession to the Grant Agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to the Grant Agreement, and which is needed for carrying out the Project or for using Foreground.

"Foreground"

Foreground means the results, including information, whether or not they can be protected, which are generated under the Project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

**1.2 Additional Definitions**

"Consortium Plan"

Consortium Plan means the Description of Work and the related agreed Consortium Budget, including the payment schedule set out in the EC-GA, as updated and approved by the Steering Committee in accordance with Section 6.

"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 Steering Committee 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.

**“Description of Work”**

The description of work set out at Annex I to the Grant Agreement.

**“Needed” means:**

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party under this Consortium Agreement or the EC-GA 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, a Party's Use of its 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.

**“Steering Committee”**

The steering committee established in accordance with Section 6 of this Consortium Agreement and further described in the Description of Work.

**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 entity enters the Consortium upon approval by the Commission and signature of the accession document Attachment 3 by the new entity 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 EC-GA and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the EC-GA (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/ies, 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 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 Steering Committee, the Coordinator, 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**

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

**4.1.2** Each Party undertakes to notify promptly the Coordinator and the Steering Committee of any significant information, fact, problem or delay likely to affect the Project.

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

**4.1.4** Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties. However, the recipient Party shall be entirely responsible for the use to which it puts such information and materials, except that the Coordinator may rely on such information and materials provided to it for the purpose of transmission to the Commission.

**4.1.5** The Coordinator shall have the role set out in the EC-GA. Unless otherwise agreed by all Parties or required by the Commission, all communication in connection with the Project between one or more Parties and the Commission (and vice versa) shall be conducted via the Coordinator. The Parties shall cooperate in good faith with, and shall provide information, reports,

documentation and other items to, the Coordinator (by such methods and in such formats and timescales as the Coordinator may reasonably specify) to enable the Coordinator to comply with its obligations under the EC-GA and this Consortium Agreement in a timely manner.

**4.1.6** Without limiting the scope of Section 4.1.5 above, each Party shall provide to the Coordinator such financial statements for the Project as and when requested by the Coordinator and in any event at 18 months, 36 months, and 48 months after the Effective Date. Each Party shall comply with all instructions given by the Coordinator from time to time as to the format and content of any such statements.

#### **4.2 Breach**

In the event the Steering Committee identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA, the Coordinator or the Party appointed by the Steering Committee 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 Steering Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

#### **4.3 Involvement of third parties**

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains 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.

Except as provided in the Description of Work, no Party may subcontract or otherwise involve a third party in the Project without the prior unanimous approval of the Steering Committee.

### **Section 5: Liability towards each other**

#### **5.1 No warranties**

Except in respect of any information or materials (incl. Foreground and Background) supplied to the Coordinator by another Party for transmission to the Commission 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, except where such use is the transmission of such information and materials to the Commission by the Coordinator, 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 misconduct or gross negligence.

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 wilful misconduct 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 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 Coordinator and the Steering Committee 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 Coordinator and the Steering Committee.

## **Section 6: Governance structure**

### **6.1 General structure**

The Steering Committee shall be established and operate in accordance with the provisions set out in this Section 6 and in the Description of Work. The Steering Committee is the highest decision and strategy-making body of the Consortium and is responsible for the overall coordination, management and technical quality of the Project.

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 EC-GA and this Consortium Agreement.

### **6.2 Members**

The Steering Committee shall consist of one representative from each of the following four Parties: the Coordinator, KTH, ENEA, and RO3 (each representative hereinafter referred to as "Member").

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 Member who is the representative of the Coordinator shall chair all meetings of the Steering Committee that take place in the first 12-month period this Consortium Agreement is in force. Following expiry of such 12-month period, the Steering Committee shall elect its chair from within



the Members of the Steering Committee on a yearly basis. The chair shall have the responsibilities set out in the Description of Work.

The Parties agree to abide by all decisions of the Steering Committee validly taken in accordance with this Section 6. This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.

For the avoidance of doubt, and without prejudice to any other provision of this Section 6, the Parties acknowledge and agree that (a) the Coordinator shall at all times have representation on the Steering Committee; and (b) no meeting of the Steering Committee shall be quorate without the Member who is the Coordinator's representative being present throughout the whole of each such meeting.

### **6.3 Operational procedures for the Steering Committee**

#### **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 chairperson shall convene ordinary meetings of the Steering Committee at least once every six weeks and shall also convene extraordinary meetings at any time upon written request of any Member.

##### **6.3.2.2 Notice of a meeting:**

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

##### **6.3.2.3 Sending the agenda:**

The chairperson shall send each Member a written original agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

##### **6.3.2.4 Adding agenda items:**

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

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

**6.3.2.6** Any decision may also be taken without a meeting if the chairperson circulates 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 Steering Committee may also be held by teleconference or other telecommunication means, as well as in person.

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

### **6.3.3 Voting rules and quorum**

**6.3.3.1** The Steering Committee shall not deliberate and decide validly unless (a) two-thirds (2/3) of its Members ("Minimum Number") are present or represented; and (b) the Member who is the representative of the Coordinator is present and forms part of this Minimum Number (quorum). Where decisions are to be taken unanimously, all Members must be present or represented at the meeting.

**6.3.3.2** Each Member shall have one vote.

**6.3.3.3** Defaulting Parties may not vote.

**6.3.3.4** Decisions shall be taken by a simple majority of the votes, except in respect of decisions regarding the matters set out at paragraphs (a), (b), (g), (i), (j), (k), (l), (m) and (n) of Section 6.3.6 which shall only be taken by a unanimous vote.

**6.3.3.5** In the case of a tied vote in respect of decisions requiring a simple majority, the chairperson shall have a casting vote.

### **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 Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

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

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

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

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

### **6.3.5 Minutes of meetings**

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

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

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

### **6.3.6 Decisions of the Steering Committee**

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

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights

- a) Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- b) Changes to the Consortium Plan (including the Consortium Budget)
- c) Withdrawals from Attachment 1 (Background included)
- d) Additions to Attachment 2 (Background excluded)
- e) Additions to Attachment 4 (Listed Affiliated Entities)
- f) Additions to Attachment 5 (List of Third Parties)

Evolution of the Consortium

- g) Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party
- h) Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- i) Declaration of a Party to be a Defaulting Party
- j) Remedies to be performed by a Defaulting Party
- k) Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- l) Proposal to the European Commission for a change of the Coordinator
- m) Proposal to the European Commission for suspension of all or part of the Project
- n) Proposal to the European Commission for termination of the Project and the Consortium Agreement

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

## **6.4 Coordinator**

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

**6.4.2** In particular, the Coordinator shall be responsible for:

- Monitoring compliance by the Parties with their obligations
- Managing the EC-GA
- Coordinating the Project with the aim of meeting its schedule and objectives
- Keeping the address list of Members and other contact persons updated and available
- Collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the European Commission
- While a representative of the Coordinator is the chair of the Steering Committee, preparing the meetings, proposing decisions and preparing the agenda of Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- Transmitting promptly documents and information connected with the Project,
- Administering the financial contribution of the 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
- Overseeing ETN's dissemination of the Project results to external stakeholders, including publications, websites, and organising dissemination conference.

**6.4.3** If the Coordinator materially fails in its coordination tasks, the Steering Committee may propose to the European Commission to change the Coordinator in accordance with Section 6.3.3.4. If the European Commission approves the change in the Coordinator after receiving such proposal from the Steering Committee, the other Parties shall make satisfactory arrangements for the Coordinator's obligations to be transferred to another Party on terms which release the Coordinator from any continuing obligations.

**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 EC-GA.

## **Section 7: Financial provisions**

### **7.1 General Principles**

#### **7.1.1 Distribution of Financial Contribution**

The financial contribution of the Union 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. If there are any additional costs which are not covered by the Defaulting Party, the Coordinator may ask the Commission whether or not money might be released from the Guarantee Fund in order to cover such additional costs. The remaining Parties shall provide the Coordinator with all such information and assistance as the Coordinator may request in connection therewith.

## **7.2 Budgeting**

The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

## **7.3 Payments**

### **7.3.1 Payments to Parties are the exclusive tasks of the Coordinator**

In particular, the Coordinator shall:

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

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Commission without undue delay and in conformity with the provisions of Annex II of the EC-GA.

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Costs accepted by the Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by the Steering Committee or the Commission 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 payments already paid to a Defaulting Party.

## **Section 8: Foreground**

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

### **8.1 Joint Ownership**

Joint owners shall be allowed to Use jointly owned Foreground, provided that if any commercial Use of jointly owned Foreground is contemplated 45 days prior notice as well as fair, reasonable, and mutually agreed compensation is provided to the other joint owner(-s).

### **8.2 Transfer of Foreground**

**8.2.1** Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 27.

**8.2.2** It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment 5 to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

**8.2.3** 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 5 after signature of this Agreement requires a decision of the Steering Committee.

**8.2.4** The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

### **8.3 Dissemination**

#### **8.3.1 Publication**

**8.3.1.1** Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA which shall be supplemented by the following provisions.

Prior notice of any planned publication shall be given by the Party planning such publication (the "Publishing Party") to the other Parties (the "Reviewing Parties") at least 30 days before the publication. Any objection to the planned publication shall be made in accordance with the EC-GA in writing to the Coordinator, the Publishing Party, and to any other Party concerned within 21 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

**8.3.1.2** An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

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

**8.3.1.3** If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. For the avoidance of doubt, a publication that does not contain any Confidential Information or Background of any Reviewing Party, nor any Foreground that the Publishing Party does not own (either solely or jointly with any other Party), may not be delayed for more than a maximum of ninety (90) days after the date on which the prior notice was given in accordance with Section 8.3.1.1.

### **8.3.2 Publication of another Party's Foreground or Background**

For the avoidance of doubt, a Party shall 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 the confidentiality and publication provisions agreed in this Consortium Agreement.

### **8.3.4 Use of names, logos or trademarks**

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

## **Section 9: Access Rights**

### **9.1 Background 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 EC-GA. 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 to the Coordinator and the Steering Committee. However, only the Steering Committee 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. The Parties 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 list specific Background as excluded, it shall identify 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 Steering Committee can permit a Party to add Background to Attachment 2.

**9.1.5** As between the Parties, the Background that is brought into the Project by a Party shall remain the property of that Party.

## **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 EC-GA Article II.32.3, Parties shall inform the Coordinator and the Steering Committee 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 Steering Committee 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 EC-GA 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 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 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.

**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**

Affiliated Entities have Access Rights under the conditions of the EC-GA Article II.34.3.

Such 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 grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the EC-GA or this Consortium Agreement as if such Affiliated Entities were Parties.

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

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

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 EC-GA 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**

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 Steering Committee to terminate its participation in the Consortium.

#### **9.7.2.1.2 Non-defaulting Party**

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Art. 9.4.2.

#### **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 EC-GA and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

### **9.8 Specific Provisions for Access Rights to Software**

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

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

### **9.9 Foreground**

Subject to the other provisions of this Agreement, each Party (the "Granting Party") grants to each of the other Parties (each, a "Licensed Party") a royalty-free, fully paid-up, non-transferable, non-sub-licensable, and non-exclusive licence to use the Granting Party's Foreground solely for the Licensed Party's own internal non-commercial research and teaching purposes. For clarity, no such licence granted by any Granting Party shall be terminated by any termination or expiration of this Agreement by the Granting Party or any other Party, unless the Parties otherwise agree in writing. For further clarity, the Licensed Party's rights under this Article 9.9 of the Consortium Agreement shall not affect any of its obligations under the other provisions of this Consortium Agreement, including without limitation any of its obligations under Article 8.3 (Dissemination) or under Section 10 (Non-disclosure of information) of this Consortium Agreement.

## **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 EC-GA, during the Project and 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. Notwithstanding the preceding sentence, the Recipient may keep a copy for archival purposes only, if this is required by mandatory law. In addition, and if needed for the recording of ongoing obligations, the Recipients may also 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 other personnel and shall ensure that their employees and other personnel remain so obliged until the expiration of the 5 year period described in Section 10.2, as far as legally possible, during and after the end of the Project and/or after the termination of employment. This Section 10.3 is without prejudice to the obligations of the Recipients under Section 10.2.

**10.4** The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show by reasonable written evidence 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 EC-GA;
- 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 of it by the Disclosing Party; or
- the Recipient is required to disclose the Confidential Information in order to comply with mandatory laws or regulations or with a court or administrative order to which the Recipient is subject, 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 of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

**10.7** If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with mandatory laws or regulations or with a court or administrative order to which the Recipient is subject, 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 EC-GA shall not prevent the communication of Confidential Information to the European Commission by the Coordinator.

## **Section 11: Miscellaneous**

### **11.1 Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)  
Attachment 2 (Background excluded)  
Attachment 3 (Accession document)  
Attachment 4 (Listed Affiliated Entities)  
Attachment 5 (List of Third Parties)

In case the terms of this Consortium Agreement are in conflict with the terms of the EC-GA, 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**

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. Each Party shall supply such address and the name of such recipient to the Coordinator promptly following signature of this Consortium Agreement.

#### **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:**

© DESCA - The simplified FP7 Model Consortium Agreement ([www.DESCA-FP7.eu](http://www.DESCA-FP7.eu))  
Starting document, Version 3.0, March 2011

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

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

#### **11.4 Assignment and amendments**

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

#### **11.5 Mandatory national law**

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

#### **11.6 Language**

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

#### **11.7 Applicable law**

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

#### **11.8 Settlement of disputes**

The Parties shall endeavour to avoid or minimise disagreements and disputes. However, if any disagreement or dispute arises between two or more Parties in connection with the Project, the Consortium Agreement, or the EC-GA, the Parties concerned shall promptly bring this to the attention of the Coordinator. The Parties shall endeavour to resolve disagreements and disputes amicably through negotiation, involving the Coordinator where appropriate.

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 that cannot be resolved in accordance with the first paragraph of this Section 11.8, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the

mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

Nothing in this Consortium Agreement shall, however, prevent any Party from seeking interim relief in any court of competent jurisdiction.

## Section 12: Signatures

This Consortium Agreement may be executed in any number of counterparts, each of which shall be an original and such counterparts shall together constitute one and the same agreement.

### AS WITNESS:

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

### THE CITY UNIVERSITY

Signature(s)  
Name(s) Prof John Fothergill  
Title(s) Pro Vice-Chancellor (Research & Enterprise)

Date



10 June 2013



CITY UNIVERSITY  
LONDON  
NORTHAMPTON SQUARE  
LONDON EC1Y 0HB

### UNIVERSITA DEGLI STUDI ROMA TRE

Signature(s)  
Name(s)  
Title(s)

Date

mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

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#### **THE CITY UNIVERSITY**

Signature(s)  
Name(s) Prof John Fothergill  
Title(s) Pro Vice-Chancellor (Research & Enterprise)

Date

#### **UNIVERSITA DEGLI STUDI ROMA TRE**

Signature(s)   
Name(s) **IL RETTORE**  
Title(s) **Prof. Mario Panizza**



Date **24/06/2013**

**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE**

Signature(s)  
Name(s)  
Title(s)

UNITÀ TECNICA  
FONTI RINNOVABILI  
Il Responsabile  
(Ing. Francesco Di Mario)



Date 20 GIU. 2013

**INNOVA SOLAR ENERGY SRL, with its registered address at VIA PADRE UGOLINO  
FRASCA CENTRO**

Signature(s)  
Name(s)  
Title(s)

Date

**COMPOWER AB**

Signature(s)  
Name(s)  
Title(s)

Date

**KUNGLIGA TEKNISKA HOEGSKOLAN**

Signature(s)  
Name(s) Kenneth Billgvist  
Title(s) Head of KTH Research Office

Date



**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO  
ECONOMICO SOSTENIBILE**

Signature(s)  
Name(s)  
Title(s)

Date

**INNOVA SOLAR ENERGY SRL, with its registered address at VIA PADRE UGOLINO  
FRASCA CENTRO**

INNOVA SOLAR ENERGY S.r.l.  
Dott. Giuseppe Farchione  
Signature  
Name GIUSEPPE FARCHIONE  
Title CEO



Date 05-06-2013

**COMPOWER AB**

Signature(s)  
Name(s)  
Title(s)

Date

**KUNGLIGA TEKNISKA HOEGSKOLAN**

Signature(s)  
Name(s) Kenneth Billgvist  
Title(s) Head of KTH Research Office

Date

**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO  
ECONOMICO SOSTENIBILE**

Signature(s)  
Name(s)  
Title(s)

Date

**INNOVA SOLAR ENERGY SRL, with its registered address at VIA PADRE UGOLINO  
FRASCA CENTRO**

Signature(s)  
Name(s)  
Title(s)

Date

**COMPOWER AB**

Signature(s)   
Name(s) Anders Malmquist  
Title(s) Managing Director

Date 2013-07-16

**KUNGLIGA TEKNISKA HOEGSKOLAN**

Signature(s)  
Name(s) Kenneth Billqvist  
Title(s) Head of KTH Research Office

Date

**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO  
ECONOMICO SOSTENIBILE**

Signature(s)  
Name(s)  
Title(s)

Date

**INNOVA SOLAR ENERGY SRL, with its registered address at VIA PADRE UGOLINO  
FRASCA CENTRO**

Signature(s)  
Name(s)  
Title(s)

Date

**COMPOWER AB**

Signature(s)  
Name(s)  
Title(s)

Date

**KUNGLIGA TEKNISKA HOEGSKOLAN**

Signature(s)  
Name(s) Kenneth Billqvist  
Title(s) Head of KTH Research Office

Date



2013-06-12



**UNIVERSIDAD DE SEVILLA**

Signature(s)  
Name(s)  
Title(s)



Fdo.: D. Manuel García León  
Vicerrector de Investigación



Date: 06/06/2013

**EUROPEAN TURBINE NETWORK A.I.S.B.L**

Signature(s)  
Name(s)  
Title(s)

Date

**UNIVERSIDAD DE SEVILLA**

Signature(s)  
Name(s)  
Title(s)

Date

**EUROPEAN TURBINE NETWORK A.I.S.B.L**

Signature



Name: Christer Björkqvist

Title: Managing Director

Date: 12.06.2013

**ETN a.i.s.b.l.**  
Rue Saint Georges, 30  
1050 Brussels - Belgium

**Attachment 1: Background included**

Access Rights to Background made available to the Parties, subject to the provisions of Section 9:

**The City University:** None.

**Universita Degli Studi Roma Tre (RO3):** The RO3 hereby agrees to grant access rights in respect of the following Background:

All Background that the RO3 is able to grant access rights in respect of without infringing any existing or pending third party rights and which is within the scope of, and directly related to the Project and which is or has been generated by the RO3 through such of its employees as are directly involved in the Project.

**ENEA:** ENEA includes all the know-how and knowledge relating to CSP plant technology developed by ENEA, i.e. solar field, thermal energy storage, molten salts and others.

**Compower AB:** Subject to Section 9 of the Consortium Agreement, and provided that it does not infringe on the rights of any third party, Compower AB hereby agrees to grant Access Rights for implementation in the Project in respect of the following of its Background:

Drawings, calculations, manufacturing information and test results of existing Compower microturbines, including without limitation other market and technical information that is relevant for the fulfilment of the Project provided that it does not infringe on the rights of third parties.

**KTH:** None.

**ETN:** None

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

## Attachment 2: Background excluded

### Background excluded from Access Rights:

**The City University:** The City University hereby excludes all of its Background from any communication and access rights.

**Universita Degli Studi Roma Tre (RO3):** The RO3 hereby excludes all of the following Background from any communication and access rights:

- all Background generated by the RO3 other than by those employees directly involved in the Project;
- all Background that the RO3 is unable to grant access rights to due to existing or pending third party rights; and
- all Background generated by the RO3 which is outside the scope of or not directly related to the Project.

**ENEA:** ENEA hereby expressly excludes all what is not expressed in Attachment 1.

**Compower AB:** Compower AB hereby expressly excludes all of the following Background from any communication and access rights:

- all Background that Compower is unable to grant access rights to due to existing or pending third party rights; and
- all Background that is outside the scope of or not directly related to the Project.

**KTH:** KTH hereby excludes the following Background from any obligation to grant Access Rights:

- Background generated by KTH researchers not participating in the Project;
- Background generated by KTH researchers participating in the Project, but generated in parallel with the Project and outside the scope of the Description of Work;
- Any and all know-how consisting part of existing patents and/or on-going patent applications; and
- Background to which KTH, due to existing collaboration agreements, confidentiality agreements, mandatory law and/or other third party rights is prohibited to grant Access Rights.

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 EC-GA]**

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 EC-GA]**

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**

Intentionally left blank

**Attachment 5: List of Third Parties**

**List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.**

Asociacion de Investigacion y Cooperacion Industrial de Andalucia ("AICIA"), which is a third party acting on behalf of the Universidad de Sevilla (USE) for the administrative and financial management of the Project.

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