

CONSORTIUM AGREEMENT

for the Network of Excellence entitled
"Knowledge Web"
hereinafter called the "Project"

This consortium agreement ("Consortium Agreement") is made and entered into this 5th day of November, 2003 (the "Effective Date") by and among

University of Innsbruck, Institut für Informatik

having its registered office at ***Austria***

hereinafter referred to as "***UIBK***" which shall also be the "Coordinator" of the Project

and

École Polytechnique Fédérale de Lausanne

having its registered office at ***Switzerland***

hereinafter referred to as "***EPFL***"

and

France Telecom

having its registered office at ***France***

hereinafter referred to as "***FT***"

and

Freie Universität Berlin

having its registered office at ***Germany***

hereinafter referred to as "***FU Berlin***"

and

Free University of Bozen-Bolzano

having its registered office at ***Italy***

hereinafter referred to as "***FUB***"

and

Institut National de Recherche en Informatique et en Automatique

having its registered office at ***France***

hereinafter referred to as "***INRIA***"

and

Centre for Research and Technology Hellas / Informatics and Telematics Institute
having its registered office at ***Greece***
hereinafter referred to as "***ITI-CERTH*** "

and

Learning Lab Lower Saxony
having its registered office at ***Germany***
hereinafter referred to as "***L3S*** "

and

National University of Ireland Galway
having its registered office at ***Ireland***
hereinafter referred to as "***NUIG*** "

and

The Open University
having its registered office at ***UK***
hereinafter referred to as "***OU*** "

and

Universidad Politécnica de Madrid
having its registered office at ***Spain***
hereinafter referred to as "***UPM*** "

and

University of Karlsruhe
having its registered office at ***Germany***
hereinafter referred to as "***UKARL*** "

and

University of Liverpool
having its registered office at ***UK***
hereinafter referred to as "***UniLiv*** "

and

University of Manchester
having its registered office at ***UK***
hereinafter referred to as "***UoM*** "

and

University of Sheffield
having its registered office at ***UK***

hereinafter referred to as "**USFD** "

and

University of Trento

having its registered office at **Italy**
hereinafter referred to as "**UniTn** "

and

Vrije Universiteit Amsterdam

having its registered office at **the Netherlands**
hereinafter referred to as "**VUA** "

and

Vrije Universiteit Brussel

having its registered office at **Belgium**
hereinafter referred to as "**VUB** "

Hereinafter referred to individually or collectively as the "Contractor(s)" and together constituting the "Consortium"

WHEREAS, in consideration of the Decision No 1513/2002/EC of the European Parliament and of the Council of 27 June 2002 concerning the Sixth Framework Programme of the European Community for research, technological development and demonstration activities, contributing to the creation of the European Research Area and to innovation (2002 to 2006), OJ EC L 232/1 and of the Regulation of the European Parliament and of the Council concerning the Rules for the participation of undertakings, research centres and universities and for the Dissemination of research results for the implementation of the European Community sixth Framework Programme 2002-2006, the Contractors, having considerable experience in the field concerned, have submitted a Proposal for the Project to the Commission.

WHEREAS the Contractors have decided and agreed to execute and perform the Contract (as such term is defined in the abovementioned Regulation) to be awarded by the Commission for the Project in the event the Commission accepts their Proposal.

WHEREAS the Contractors wish to specify between themselves certain provisions with respect to their participation in the Consortium and to the carrying out of the Project.

Therefore, the Contractors hereby agree as follows:

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1 Definitions

The words bearing a capital letter in this Consortium Agreement shall have the same definition and meaning as those contained in the Contract, including its Annexes, or shall have the meaning ascribed to them in any Article of this Consortium Agreement.

Access Rights means licences and user rights to Knowledge or Pre-Existing Know-How.

Affiliate of a Contractor shall mean:

1. any undertaking meeting the following conditions:

- a) which is directly or indirectly owned or controlled by or owning or controlling or under the same ownership or control as any of the Contractors;
- b) which is incorporated and resident in, and subject to the laws of, a Member State of the Community, or an Associated State or has an ultimate owning or controlling company so incorporated and resident.

and where ownership or control exists through the direct or indirect:

- a) ownership of more than 50% of the nominal value of the issued equity share capital, or
- b) ownership of more than 50% of the shares entitling the holders either to vote for the election of directors or persons performing similar functions or to the right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote, or
- c) ownership of 50% or more of the shares and the right to control management or operation of the company through contractual provisions.

Common control through government does not, in itself, create affiliated status. Said undertakings shall be deemed Affiliates only as long as the above defined ownership or control lasts.

And

2. any undertaking specified in the Annex A to this Consortium Agreement to be an Affiliate of a Contractor.

The undertakings listed in Annex A shall be deemed Affiliates until the relevant Contractor notifies the others of the end of this relationship as Affiliate.

API or **Application Programming Interface** means an interface or other means provided for by a Software application, component or library for the purpose of interfacing or interaction of other Software with such application, component or library including, but not limited to, data types and structures, constant and macro definitions, function and procedure definitions including their name, parameters, parameter count and parameter data type(s) and any data type of function results thereof, as set forth in header files, specifications and related documentation.

Commission means the Commission of the European Communities

Contract means, after its signature by the Coordinator, the contract (including its Annexes) for the Project entered into with the Commission, for the undertaking by the Contractors of the Project. Contract shall as applicable also mean any Contract amendment.

Contractors shall consist of the Coordinator and other specified Contractors as defined in ANNEX C.

Dissemination means the disclosure of Knowledge by any appropriate means other than publication resulting from the formalities for protecting Knowledge.

Extraordinary Meeting, in respect of the various bodies defined in this Consortium Agreement, means a meeting of the body convened in special circumstances outside of the predefined schedule as defined for that body in this Consortium Agreement.

Joint Programme of Activities means the annual extrapolation and adjustment of the project plan with respect to work share, changes and budget allocations to be prepared annually for submission to and approval by the Commission in accordance with the conditions of the Contract.

Knowledge means the results, including information, whether or not they can be protected, arising from the Project governed by the Contract, as well as copyrights or rights pertaining to such results following applications for, or the issue of, patents or similar forms of protection.

Legitimate Interest means a Contractor's interest of any kind, particularly a commercial interest which may be claimed in the cases provided for in the Contract. To this end the Contractor must prove that failure to take account of its interest would result in its suffering disproportionately great harm.

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 including the necessary Software Documentation.

Ordinary Meeting, in respect of the various bodies defined in this Consortium Agreement, means a meeting of the body convened according to the predefined schedule as defined for that body in this Consortium Agreement.

Pre-Existing Know-How means the information which is held by Contractors prior to the entering into force of the Contract and the Consortium Agreement, or acquired in parallel with but independently from the Project which is the subject of the Contract and the Consortium Agreement, as well as copyrights or rights pertaining to such information following applications for, or the issue of, patents or similar forms of protection.

Project Deliverables mean the deliverables required under the Contract and this Consortium Agreement including, but not limited to, any reports and cost statements, hardware and software, that have to be delivered to the Coordinator, Workpackage Leader(s), and/or the Commission.

Project Share means for each Contractor, that Contractor's share of the total cost of the Project,

Proposal means the proposal for the Project submitted by the Contractors to the Commission. Proposal shall as applicable also mean any amendment to a Proposal.

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 program.

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

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

Workpackage means the primary sub-division of the Project for the purposes of the allocation of work and the achievement of the Project's objectives.

Workpackage leader means the partner of the consortium who leads the other partners participating this Workpackage to fulfil the requirement of the Workpackage.

Subcontract means an agreement to provide services relating to tasks required for the Project and which cannot be carried out by the Contractor itself, concluded between a Contractor and one or more Subcontractors for the specific needs of the Project.

Subcontractor means a third party carrying out tasks required for the Project or minor tasks not relating to the core work of the Project, by means of a Subcontract with one or more of the Contractors.

Use means the direct or indirect utilisation of Knowledge in research activities or for developing, creating and marketing a product or process or for creating and providing a service.

Work Package means a unit of work allocated to a Contractor within a Workpackage to be undertaken by, or under the direction of, that Contractor.

2 Subject of the Consortium Agreement

2.1 Purpose of the Consortium Agreement

The purpose of this Consortium Agreement is to specify the organisation of the work of the Project between the Contractors, to organize the management of the Project, to define the rights and obligations of the Contractors, including but not limited to their liability and indemnification, to supplement the provisions of the Contract concerning Access Rights and to set out rights and obligations of the Contractors supplementing but not conflicting with those of the Contract.

2.2 Nature of the Consortium Agreement

Nothing contained in this Consortium Agreement shall constitute or be deemed to constitute either a partnership or any formal business organisation or legal entity between the Contractors. Each Contractor shall act as an independent contractor and not as the agent of any of the other Contractors. Nothing contained in this Consortium Agreement shall be construed as constituting or organizing the sharing of profits or losses arising out of the efforts of any other Contractor hereunder.

Any participation as a Contractor in this Project requires its signature of the accession to the Contract and of this Consortium Agreement.

3 Technical provisions

3.1 Contractors' obligations for the implementation of the Contract

Without prejudice to the provisions of Article 6 relating respectively to the roles and responsibilities of the various bodies and functions defined therein or to any other obligations under this Consortium Agreement, the following shall apply:

- 3.1.1 The Contractors will work on the Project in a fair and just manner, and will protect and promote the interests of the Project at all times during the course of the Project.
- 3.1.2 Each Contractor will use reasonable endeavours:
 - i. to notify the Workpackage Leader promptly of any delay in performance or of any event that may impact, or affect the success of, the Project;
 - ii. to inform the Workpackage Leader of relevant communications it receives from third parties in relation to the Project;
 - iii. to use reasonable endeavours to ensure the accuracy of any information or materials it supplies to the other Contractors or under the Contract, and to promptly correct any error therein of which it is notified. The recipient Contractor shall be responsible for the use to which it puts such information and materials;

- iv. not to use knowingly any proprietary rights of a third party for which such Contractor has not acquired the corresponding right of use and/or to grant licenses;
- v. to act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Contractors and in accordance with good business ethics;
- vi. to participate in a co-operative manner to the meetings of the different bodies under this Consortium Agreement and not to exercise inappropriately such veto rights as may exist.

3.2 Maximum efforts

- 3.2.1 The Contractors shall use all reasonable endeavours to perform, fulfil, promptly and in due time all their obligations so that the Project is carried out in accordance with the terms and conditions of the Contract and this Consortium Agreement, and will ensure that all human, material and intellectual resources allocated to the Project by the Commission are deployed to the maximum possible in order to achieve the desired results of the Project.
- 3.2.2 Each Contractor will use all reasonable endeavours to ensure compliance with the specified deadlines for the contractual deliverables of the Project, and to use reasonable endeavours to provide the Coordinator or the Workpackage Leader, as appropriate, with the deliverables, information, and reports as the Coordinator or Workpackage Leader requires in order to perform its duties under this Consortium Agreement and under the Contract or as the Commission may request (and in such case the relevant Contractor shall keep the Coordinator and /or Workpackage Leader informed of any such request from the Commission).

3.3 Evolution of the Consortium

Subject to the applicable provisions of the Contract and of this Consortium Agreement, the Consortium may be enlarged to include other legal entities, which shall accede to this Consortium Agreement by means of signature of the Accession Form, as set out in ANNEX E hereto.

4 Commercial provisions

4.1 General intellectual property rights provisions

- 4.1.1 Each Contractor is bound by the terms and conditions of the Contract, as hereby complemented or amended in this Consortium Agreement.
- 4.1.2 The Contractors agree to respect their individual Intellectual Property Rights.

4.2 Confidentiality

- 4.2.1 During the term of the Project and for a period of five years thereafter, unless a longer period of confidentiality is provided for in the Contract, subject to Article 4.3 herein, the Contractors shall treat as confidential any information which is designated as proprietary by the Contractor disclosing the information (the "disclosing Contractor") by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty days at the latest) confirmed and designated in writing as confidential information by the disclosing Contractor.
- 4.2.2 Accordingly, each Contractor undertakes that (in addition and without prejudice to any commitment under the Contract):
 - i. the Contractor receiving the information (the "receiving Contractor") shall not use any such information for any purpose other than in accordance with the terms of the

- Contract and this Consortium Agreement, and
- ii. the receiving Contractor shall not disclose any such confidential information to any third party except with the disclosing Contractor's prior written consent, and
 - iii. such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing Contractor.
- 4.2.3 No obligation shall apply to any such information that:
- i. has come generally known or available to the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving Contractor; or
 - ii. is already known to the receiving Contractor, as evidenced by written documentation in the files of the receiving Contractor; or
 - iii. has been lawfully received from a third party without restrictions or breach of this Consortium Agreement; or
 - iv. has been or is published without violation of this Agreement; or
 - v. is independently developed in good faith by employees of the receiving Contractor who did not have access to the Confidential Information;
- 4.2.4 The Contractors shall impose the same obligations on their employees, who obtain knowledge of confidential information, as far as legally possible even for the time after the end or after the termination of employment. The Contractors are responsible for the observance (and liable in case of breaches) of said obligations by their employees who obtain knowledge of confidential information.
- 4.2.5 Each Contractor agrees that nothing in the Confidentiality obligations in this Consortium Agreement or in the Contract shall prevent the communication of information:
- i. as is needed to be communicated to comply with applicable laws or regulations or with a court of administrative order provided that, insofar as reasonably possible, the complying Contractor shall have promptly informed the owner of the information of such need and shall have complied with such owner's reasonable instructions designed to protect the confidentiality of such information;
 - ii. subject to the other provisions of this Article 4.2, to any Affiliate or to any other third party (including the Commission) insofar as needed for the proper carrying out of the Contract and/or this Consortium Agreement;
 - iii. subject to the other provisions of this Article 4.2, to any third party (including to the public) as strictly needed for technical reasons and insofar as needed for proper Use of Knowledge from the Project.
- 4.2.6 With respect to any permitted communication of any of the information referred to in this Article 4.2 by the recipient Contractor to a third party (including but not limited to its Affiliates), such Contractor will use reasonable endeavours to procure due observance and performance by such third party of the undertakings referred to in this Section and all relevant undertakings in the Contract.

4.3 Publications, Press Releases and Reports to the Commission

- 4.3.1 For the avoidance of doubt it is stated that:
- i. unless otherwise agreed between the Contractors concerned, no Contractor shall have the right to publish or allow the publication of data which constitutes or includes Knowledge of another Contractor, Pre-Existing Know-How of another Contractor or confidential information of another Contractor. It is reminded that the procedure for such publications is set forth in the Contract, Annex II, Article II.33.3. This applies

even in the case where such other Contractor's data has been made available to the Project under the provisions of Article 5, and even where such data is amalgamated with such first Contractor's Knowledge, Pre-existing Know-How or other information, document or material. Any use of such other Contractor's data justifies objection to the publication by the Contractor concerned in accordance with the Contract, Annex II, Article II.33.3.

- ii. for the period of secrecy needed for a successful patent application, being measured from the date of filing of the application to the date on which the application is published, there cannot be any publication during such period without prior written approval of the Contractor owning the Knowledge.

4.3.2 In case a Contractor objects to the publication of the data in accordance with the Contract, the Contractors concerned shall use all reasonable endeavours to overcome such opposition (for example by amendment to the planned publication or by postponing such publication). The opposing Contractor shall not unreasonably continue the opposition if appropriate actions have been taken and the opposition shall not last more than 3 months after notice in writing of such opposition to the concerned parties.

4.3.3 The Parties shall not unreasonably refuse the inclusion of incidental and minor elements of their Knowledge, Pre-Existing Know-How or confidential information in any dissertation or thesis for a degree. Such elements shall be deemed "incidental" or "minor" where their public disclosure cannot adversely affect the protection of the information by the Parties originating the same.

4.3.4 Confidential information provided to the Commission will be marked stating "The information in this document is confidential and may be used only for information purposes by Community Institutions to whom the Commission has supplied it."

4.4 Ownership and protection of Knowledge

4.4.1 Knowledge shall be the property of the Contractor carrying out the work leading to that Knowledge.

4.4.2 If, in the course of carrying out work on the Project, a joint invention, design or work is made (and at least two Contractors are contributors), and if the features of such joint invention design or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant patent protection or any other intellectual property right, then:

- i. the Contractors concerned (the "Contributors") agree that they may jointly apply to obtain and/or maintain the relevant rights and shall strive to set up amongst themselves appropriate agreements in order to do so.
- ii. the Contributors shall seek to agree between them arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis. Unless otherwise agreed during the period any such right is in force, the Contributors shall be entitled to use and to license such right without any financial compensation to or the consent of the other Contributors.
- iii. for the avoidance of doubt, joint ownership of an invention, design or work shall not affect the obligations arising under this Consortium Agreement or the Contract.

4.4.3 In the case where a Contractor (the "Originator") would decide in its sole discretion that it does not intend to seek adequate and effective protection of certain of its Knowledge from the Project, then:

- i. the Originator shall inform in writing the other Contractors, through the Coordinator, and any Contractor interested in applying to obtain and maintain such protection shall advise the other Contractors through the Coordinator and in writing within one

- month of receipt of relevant notice.
- ii. in the case where several Contractors are interested in so applying, they shall strive to set up amongst themselves and with the Originator appropriate agreements in order to do so.
 - iii. should no other Contractor show an interest to so apply, the Coordinator shall inform accordingly the Commission in accordance with the Contract.
 - iv. the foregoing shall be without prejudice to the Access Rights of all Contractors that will remain unaffected.
- 4.4.4 If Dissemination of Knowledge does not adversely affect its protection or use and subject to Legitimate Interests, the Contractors shall ensure further Dissemination of their own Knowledge as provided under the Contract and this Consortium Agreement.

5 Access Rights

5.1 General Provisions

- 5.1.1 In addition to the obligations pursuant to the Contract, each Contractor shall take appropriate measures to ensure that it can grant Access Rights and fulfil its obligations under the Contract and this Consortium Agreement notwithstanding any rights of its employees, or any person it assigns or engages to perform its own Work Package for the Project.
- 5.1.2 The Contractors agree that Access Rights are granted on a non-exclusive basis.
- 5.1.3 The Contractors also agree that, if not otherwise provided in this Consortium Agreement or granted by the owner of the Knowledge or Pre Existing Know-how, the Access Rights shall not include the right to grant sub-licenses.
- 5.1.4 Save as in exceptional circumstances or as otherwise specified in this Consortium Agreement, no costs shall be charged for the granting of Access Rights.
- 5.1.5 Knowledge and Pre-Existing Know-How shall be used only for the purposes for which Access Rights to it have been granted and only for so long as is necessary for those purposes.
- 5.1.6 The other Contractors shall be informed as soon as possible by the Contractor required to grant Access Rights of any limitations to the granting of Access Rights or of any restriction which might substantially affect the granting of Access Rights, as the case may be.

5.2 Identification of Pre-Existing Know-How

The Contractors have identified and listed in Annex B the Pre-Existing Know-How necessary for the Project and to which they may grant Access Rights. The Contractors agree that all other pre-existing know-how shall be considered as unnecessary for the implementation of the Project and thereby excluded from Access Rights, provided however that the Contractors may update Annex B with further development of the listed Pre-Existing Know-How that would have been developed between the date of submission of the Proposal and the date of award of the Contract. It is also agreed and understood that such list may also be updated during the term of this Consortium Agreement, if requested by a Contractor, to include that part of Pre-Existing Know-How not identified in Annex B and that would prove to be needed for the performance of a Contractor's work package for the Project or for the Use of a Contractor's own Knowledge resulting from the Project. Access rights to Pre-existing Know-How are restricted to Pre-existing Know-How of the research groups participating in the Project. The Parties agree to exclude any Pre-existing Know-How of other research groups from any obligation to grant such access rights.

5.3 Provisions for Need

- 5.3.1 In relation to the grant of Access Rights, "needed" or "need" or "necessary" shall mean that, without the grant of such Access Rights:
- i. in the case of Access Rights granted for the execution of the Project, carrying out the tasks assigned to the receiving Contractor would be impossible, significantly delayed, or require significant additional financial or human resources.
 - ii. in the case of Access Rights granted for Use, the Use of a defined and material element of the receiving Contractor's own Knowledge would be technically or legally impossible.
- 5.3.2 The burden of proof in relation to a claimed need for Access Rights shall be on the receiving Contractor. Such Contractor shall then promptly request in writing Access Rights from said other Contractor, identify the extent of the Access Rights and provide reasonable evidence on its needs. Where Access Rights are deemed to have been granted, the receiving Contractor shall provide such proof to the granting Contractor within 30 days of receipt of a written request. Subject to the receiving Contractor acting in good faith, Access Rights for execution of the Project shall remain in force pending the resolution of any dispute between the Contractors over the need for Access Rights.
- 5.3.3 Needed Access Rights shall be granted upon request as described in this Article 5.3 and in accordance with the provisions of the Contract.
- 5.3.4 Any grant of Access Rights not covered by this Article 5.3 shall be at the absolute discretion of the owning Contractor and subject to such terms and conditions as may be agreed between the owning and receiving Contractors.
- 5.3.5 In the event of a dispute between Contractors with respect to the need for Access Rights for execution of the Project or Access Rights for Use, the Executive Project Management Board, in an advisory capacity, shall make a proposal to the Contractors concerned with a view to settling the dispute. If the dispute is with an institution represented in the EPMB (as defined in article 6.4), an area manager selected by the PMB will substitute the voting person representing this institution to solve only this specific problem.
- 5.3.6 If this Consortium Agreement has already been terminated and the Executive Project Management Board has been dissolved, or the proposal referred to in 5.3.5 is not found agreeable, the Contractors concerned shall have recourse to the settlement of disputes procedures provided in Article 8.23 of this Consortium Agreement.

5.4 Access Rights needed for carrying out the execution of the Project

5.4.1 Access Rights for Contractors participating in the same Workpackage

Access Rights to Knowledge and Pre-Existing Know-How needed for the execution of the Workpackage shall be deemed granted, as of the date of coming into force of the Contract, to and by all Contractors participating in the same Workpackage according to the provisions of this Consortium Agreement.

5.4.2 Access Rights for Contractors participating in different Workpackages

Access Rights to Knowledge and to Pre-Existing Know-How needed for the execution of a different Workpackage shall be granted upon written request to and by all Contractors according to the provisions of this Consortium Agreement.

5.5 Access Rights for Use

5.5.1 Access Rights for Contractors participating in the same Workpackage

Access Rights to Knowledge resulting from a Workpackage needed for Use shall be granted upon written request to and by all Contractors participating in that same Workpackage according to the provisions of this Consortium Agreement.

Access Rights to Pre-Existing Know-How needed for Use shall be granted on fair and non-discriminatory conditions to and by all Contractors participating in the same Workpackage subject to a bilateral agreement between the Contractors concerned.

5.5.2 Access Rights for Contractors participating in different Workpackages

Access Rights to Knowledge needed for Use shall be granted on Preferential Conditions to and by all Contractors in different Workpackages subject to a bilateral agreement between the Contractors concerned, according to the provisions of this Consortium Agreement.

Access Rights to Pre-Existing Know-How needed for Use shall be granted on fair and non-discriminatory conditions to and by all Contractors in different Workpackages subject to a bilateral agreement between the Contractors concerned, according to the provisions of this Consortium Agreement.

5.6 Access Rights for Research

- 5.6.1 Recognizing the Contractors' obligations to act in good faith, the Contractors agree that, to the extent such Access Rights are not already provided for by law, Access Rights for direct or indirect utilisation of Knowledge in research activities are deemed to have been granted on a royalty-free basis as of the date of coming into force of the Contract.
- 5.6.2 Where research is carried out in collaboration with and/or for a third party and it appears to the researching Contractor that the third party will require direct access to the Knowledge of another Contractor, Access Rights to the said Knowledge of another Contractor shall be granted to the third party on written request, subject to the following:
 - i. The researching Contractor shall in a traceable form (before starting or committing to start the research) inform the third party of such requirement, and shall use reasonable endeavours to inform the owner of that Knowledge of such requirement in a traceable form.
 - ii. The owner having been so informed, shall:
 - a. not unreasonably delay his decision on whether or not to grant the required third party Access Rights and
 - b. not unreasonably refuse to grant such rights on fair and reasonable terms but may, in good faith, so refuse on the grounds of business interest.
 - iii. If despite reasonable efforts on behalf of the researching Contractor, the owner cannot be so informed, the researching Contractor may carry out the research without prejudice to the owner's rights to enforce its rights in any way it deems fit against such third party.
 - iv. For the avoidance of doubt, the Contractors agree that where such research does not result in direct access to another Contractor's Knowledge by a third party (as examples - producing research results which are available to the third party but which contain intrinsic and non-extractable Knowledge of another Contractor; using Knowledge of another Contractor for in-house testing or diagnosis purposes in doing research), no further grant of Access Rights is necessary.

5.7 Inability to grant Access Rights due to Third Party Rights

When due to the existence of third party rights a Contractor is unable to grant Access Rights which it reasonably believes that another Contractor will require, it will promptly notify such other Contractor and in particular where possible shall do so before submission of the Proposal to the Commission or entering into the Contract.

5.8 Access Rights to Third Parties

Notwithstanding the provisions of this Consortium Agreement and the provisions set out in the Contract, each Contractor may enter into a technical co-operation or licensing arrangement with a third party in respect of its own Knowledge even if there are minor amounts of Knowledge owned by another Contractor, or even Pre-Existing Know-How (associated with that other Contractor's Knowledge), unavoidably incorporated into or amalgamated with such own Knowledge. In such circumstances and upon request of the Contractor entering the co-operation or arrangement, the other Contractor shall grant non-exclusive rights to permit such co-operation or arrangement against terms and conditions to be agreed, provided that no Legitimate Interest of the other Contractor opposes the grant of such rights.

5.9 Access Rights for Contractors joining the Project

Contractors joining the Project will be granted the Access Rights as from the date of their signature of the Consortium Agreement.

5.10 Affiliate Access Rights

Each Contractor hereby grants Access Rights to all Affiliates of the other Contractors as if such Affiliates were parties hereto, provided all such Affiliates fulfil all confidentiality and other obligations of the Contractors under the Contract and under this Consortium Agreement.

Upon the date of cessation of an Affiliate to meet all criteria defined in Article 1 of this Consortium Agreement:

- i. All Access Rights granted **to** such Affiliate in respect of Knowledge or Pre-existing Know-How shall lapse, provided however that, except as otherwise agreed by the relevant Contractors, any Knowledge which has been incorporated into the products or services of said Affiliate or which has been amalgamated with said Affiliate's own information may continue to be used (exclusively in the manner it was used upon such date) by said Affiliate under a non-exclusive license agreement to be negotiated with the relevant Contractor(s), upon such ex-Affiliate's written request, provided however that no Legitimate Interests of such Contractor(s) oppose the grant of such licenses.
- ii. All Access Rights granted **by** such Affiliate hereunder shall continue in full force and effect.

5.11 Access-rights for Contractors leaving the Project

5.11.1 For Contractors leaving the Project in accordance with the provisions of Articles 8.6 and 8.7 hereof, the following will apply:

- i. With the exception of the cases where the participation of a Defaulting Contractor is terminated, the Access Rights granted and the obligations to grant Access Rights pursuant to the Contract and this Consortium Agreement shall continue to be in full force and effect.
- ii. Defaulting Contractors are obliged to continue to grant Access Rights pursuant to the Contract and this Consortium Agreement, but the Access Rights granted to the Defaulting Contractor pursuant to this Consortium Agreement shall cease

immediately upon termination of the participation of the Defaulting Contractor in the Contract.

iii. Termination of this Consortium Agreement and/or cessation of licenses granted to the Defaulting Contractor in accordance with Articles 8.6 and 8.7 shall not terminate any sub-licenses granted or agreed upon to be granted or offered by the Defaulting Contractor prior to the date on which such termination of this Consortium Agreement and/or cessation of licenses becomes effective, provided that the Contractor or Contractors which generated the Knowledge or Pre-existing Know-how so sublicensed shall have the right to have an assignment of the Defaulting Contractor's rights under such sublicenses.

5.11.2 Any Contractor leaving voluntarily from the Project will continue to have access to Knowledge, in accordance with the terms of this Consortium Agreement, after the date of their termination of the Consortium Agreement.

5.11.3 Any Contractor eliminated by decision of the General Assembly will cease to have any access to Knowledge at the date of termination of that Contractor.

5.12 Application for a Patent

The Contractors agree to abide by the provisions of the Contract in respect of protection of knowledge.

The Contractors undertake to seek to resolve amicably any dispute that might arise in connection with these provisions. In the event that such amicable resolution cannot be achieved, the Contractors undertake to resolve the dispute by the arbitration rules defined in section 8.23 of the present Agreement.

5.13 Access Rights to Software

5.13.1 General principles relating to Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in Section 5 of this Consortium Agreement are applicable also in the case of Software.

Access Rights to Software do not comprise access to Source Code but only Limited Source Code Access as defined below. Access to Source Code will be granted subject to separate agreements only, to be concluded between the Contractors concerned.

Limited Source Code Access comprises:

- i. access to Object Code; and,
- ii. where normal use of such Object Code requires an API, access to Object Code and such API; and,
- iii. if either (i) or (ii) is not available, access to Source Code

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 Contractor granting the Access Rights.

5.13.2 Access Rights to Software for the execution of the Project

Access Rights to Software which is Knowledge or Pre-existing Know-how, needed for the execution of the Project shall be granted on the basis of royalty-free Limited Source Code Access upon written request, specifying the scope and duration of their application particularly with respect to Software which is Pre-existing Know-how.

5.13.3 Access Rights to Software for Use

Software, which is Knowledge or Pre-existing Know-how needed for Use, shall be granted on the basis of Limited Source Code Access upon a bilateral agreement between the Contractors concerned.

Access to Software which is Knowledge shall be granted on a royalty-free basis. Access to Software which is Pre-existing Know-how shall be granted on fair and non-discriminatory conditions. The granting of Access-Rights shall be made conditional on the same principles as stated in Articles 5.1, 5.2 and 5.3, and shall be applied accordingly.

5.13.4 Software licence and sub-licensing rights

Access Rights to Object Code and/or Limited Source Code Access, all granted in accordance with Articles 5.1 and 5.13.1, shall comprise the right:

- i. to use Object Code and Limited Source Code Access in research, or to create and market a product or process, or to create and provide a service; and
- ii. to make and have made an unlimited number of copies of Object Code and Limited Source Code Access; and
- iii. to distribute, make available, market, sell and offer for sale; even by using services of a third party, such Object Code and Limited Source Code Access in connection with products or services of the Contractor having the Access Rights.

provided however that:

- iv. any product, process or service has been developed by the Contractor having the Access Rights in accordance with its rights to use Object Code and Limited Source Code Access for its own Knowledge; and
- v. Object Code and Limited Source Code Access represent only a minor part of the overall product, process or service; and
- vi. Object Code and Limited Source Code Access cannot be separated from and/or have been amalgamated with such product, process or service.

In addition, Access Rights to Object Code shall comprise the worldwide right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services a perpetual, irrevocable, worldwide licence:

- vii. to use Object Code in connection with or integrated into, products and services of the Contractor having the Access Rights and,
- viii. as technically essential, to maintain such product or service, and
- ix. 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).

Where a Contractor has been granted access to Source Code as Knowledge according to Article 5.13.1 herein, the Contractors concerned may further agree that the Access Rights to such Source Code can comprise a worldwide licence to use, to make and have made copies, to modify and have modified, develop and have developed, to adapt and have adapted Source Code for research, or to create and market a product or process, or to create and provide a service. In addition, Access Rights can comprise the worldwide right to sub-license such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Each sub-licence granted according to the provisions of this Article 5.13.4 shall when reasonably possible be made by a traceable agreement specifying and protecting the proprietary rights of the Contractor or Contractors concerned unless otherwise agreed upon in a separate agreement.

5.13.5 Modifications of Software

Unless otherwise agreed, any change or modification on the Software made by the receiving Contractor must be reported with a detailed description immediately to the owning Contractor. In the event a Contractor will not comply with this obligation, which is valid for Pre-existing Know-how as well as for Knowledge, the matter will in the first

instance be referred by the owning Contractor to the Executive Project Management Board.

5.14 Standards

If one of the main explicit objectives of the Project is to contribute to the establishment of a particular European standard, the Contractors hereby agree to make available to third parties, needed licences relating to Knowledge and Pre-Existing Know-How in conformance with the rules of the standards body setting such standard provided such third party similarly makes needed licences available under its intellectual property rights.

5.15 Use of Marks

Each Contractor retains all rights, title and interest in any of its trade and business names, service marks, trade marks, logos or other symbols it uses to identify itself or any of its activities ("Marks") and no Contractor shall acquire under this Consortium Agreement any general license or any other right, express or implied, by law or otherwise, title or interest in or to any such Marks of any other Contractor.

Each Contractor shall obtain prior written approval of the other Contractor(s) of any publication or any press releases or public announcement making reference to said other Contractor(s) and specifically on the Marks of said Contractor(s) to be used and on the manner it will be used.

6 Organisational Provisions

6.1 General Principles

To facilitate its organisation and management, the Project is structured in Workpackages which together comprise the Project, and which are themselves structured into Work Packages allocated among the Contractors. This structure is approved by the General Assembly based on the work breakdown structure provided with the Work Plan specified in the Proposal or the Contract.

The organisational and management structure of the Project is set out in this Section 6.

6.2 General Assembly

6.2.1 Composition and operation of the General Assembly

The Contractors shall establish, within thirty days after the date of this Consortium Agreement, the General Assembly composed of one duly authorised representative of each of them. The person authorized to sign on behalf of the institution must notify to the Coordinator the name of the institution's representative in the General Assembly. Each representative shall have a deputy.

The representatives to the General Assembly should be of senior management level with the authority to commit their organisation to the decisions of the General Assembly. The Coordinator shall appoint as the chairperson of the General Assembly a person of senior executive management level. The Coordinator shall formally convene and shall chair all meetings of the General Assembly.

After having informed the others in writing, each Contractor shall have the right to replace its representative and/or to appoint a proxy although it shall use all reasonable endeavours to maintain the continuity of its representation.

The Contractors agree to abide by all decisions of the General Assembly.

6.2.2 Frequency and notification of meetings

The Coordinator shall convene Ordinary Meetings of the General Assembly at least once every twelve months and shall also convene Extraordinary Meetings at any reasonable time upon written request of any Contractor in the case of an emergency situation.

The Coordinator shall give each of the Contractors at least thirty calendar day notice in writing of such meetings or fifteen calendar day notice in case of an emergency situation.

6.2.3 Rules of Voting

Ordinary and extraordinary meetings of the General Assembly shall constitute a quorum if more than fifty percent of the Contractors are present or duly represented by proxy.

Each representative shall have one vote and may appoint a substitute to attend and vote at any meeting of the General Assembly.

Decisions relating to issues listed in Articles 6.2.6 and 6.2.7 need a majority of seventy five percent (75%) of the votes, save for the alteration of the Consortium Agreement as specified in Article 6.2.6vi for which one hundred percent (100%) of the votes is required.

A Contractor whose work, time for performance, costs or liabilities, or intellectual property rights are impacted or whose information is to be published, by any decisions of the Assembly, may always veto such decisions.

6.2.4 Minutes of Meetings

Minutes of the meetings of the General Assembly shall be prepared by the Coordinator and submitted to all Contractors without delay. The minutes shall be considered as accepted by the Contractors if, within fifteen calendar days from receipt, no Contractor has objected in a traceable form to the Coordinator.

6.2.5 Kick-off Meeting

The first meeting of the General Assembly (Kick-off Meeting of the Project) will take place at the latest one month after the Coordinator has signed the Contract. The structure of the Project including the partition of the Workpackages must be confirmed by the General Assembly at this meeting.

6.2.6 Decisions of the General Assembly

The General Assembly decides on matters relating to:

- i. the final approval of the annual Joint Programme of Activities prior to the submission to the Commission;
- ii. deciding upon the allocation of the Project's budget to Workpackages in accordance with the Contract, including the Project Plan, and reviewing and proposing to the Contractors budget transfers;
- iii. the acceptance of a new Contractor as well as the withdrawal or removal of an existing Contractor;
- iv. the nomination and agreement of a new Coordinator;
- v. the structure and restructuring of the Workpackages;
- vi. making proposals (a) to the Commission for the review and amendment of the Contract and (b) to all Contractors for the review and amendment of the Consortium Agreement; for the avoidance of doubt, amendments or changes are to be made solely pursuant to Article 8.15 hereof.
- vii. the premature completion/termination of the Project;

6.2.7 Responsibilities of the General Assembly

The General Assembly shall be in charge of the overall direction and major decisions with regard to the Project. The General Assembly shall in particular be responsible for:

- i. making proposals to the Contractors for the review and/or amendment of terms of the Contract and/or this Consortium Agreement;
- ii. deciding to suspend all or part of the Project or to terminate all or part of the Contract, or to request the Commission to terminate the participation of one or more Contractors;
- iii. in the case of default of a Contractor, agreeing on actions to be taken against the Defaulting Contractor (as defined in Article 8.6), including a request to the Commission for an audit or for the assistance of the Commission, and making proposals to the other Contractors to assign the Defaulting Contractor's tasks, and if appropriate to agree upon a new entity to join the Project for that purpose;
- iv. in the case of default of the Coordinator in the performance of its tasks as a coordinator, agreeing on actions to be taken and possible nomination of a new Coordinator;
- v. deciding upon the entering of new Contractors into the Contract and the Consortium Agreement or withdrawals or exclusion of Contractors;
- vi. without prejudice to Article 4, agreeing procedures and policies in accordance with the provisions of the Contract for the management of the Knowledge;
- vii. deciding upon the designation of the depository and rules for the management of the funds received from the Commission and for the management and coordination budgets rules in accordance with Article 7;
- viii. deciding upon major changes in the work of the Project, particularly creation, reallocation, or termination of Workpackages, and on changes in work shares;
- ix. considering the reports and proposals of the Executive Project Management Board and the Project Management Board;
- x. on an annual basis, receiving and approving the accounts for the past (financial) year, and approving the budget and Joint Programme of Activities for the next (financial) year.

6.3 Coordinator and Vice-Scientific Directors

The Coordinator shall be the intermediary between the Contractors and the Commission and Coordinator and, in cooperation with two Vice-Scientific Directors, shall perform all tasks assigned to it as described in the Contract and herein.

In particular, the Coordinator and Vice-Scientific Directors shall be responsible for:

- i. submitting reports and other deliverables to the Commission;
- ii. the administration, preparation of minutes and provision of the chairperson of the General Assembly and of the Executive Project Management Board, and the follow-up of their decisions;
- iii. the transmission of any documents and information connected with the Project to and between the Workpackage Leaders and the Contractors concerned;
- iv. withholding advance payments and transferring sums allocated among the Contractors as per the budget agreed in the General Assembly, and keeping related records identifying what portion of the payments made by the Commission has been allocated and/or paid to each Contractor,
- v. ensure prompt delivery of all hardware, Software and data identified as deliverable items in the Contract or requested by the Commission for reviews and audits, including the results of the financial audits prepared by independent auditors.

The Coordinator and Vice-Scientific Directors shall be supported in these tasks by two Managing Directors, two Industry Area Managers, two Research Area Managers, and two Education Area Managers and shall have the right to delegate such tasks to the Managing

Directors, Industry Area Managers, Research Area Managers, and Education Area Managers, without prejudice to the Coordinator's obligations and responsibilities in respect of these tasks.

The Coordinator and Vice-Scientific Directors shall neither be entitled to act or to make legally binding declarations on behalf of any other Contractor, nor to enlarge its role beyond the one described herein and in the Contract.

6.4 Executive Project Management Board

The members of the Executive Project Management Board shall be the Coordinator, two Vice-Scientific Directors, and two Managing Directors, as defined in Articles 6.3 and **Error! Reference source not found.** The Coordinator or Vice-Scientific Directors shall chair all meetings of the Executive Project Management Board. Each representative shall have one vote and may appoint a substitute to attend and vote at any meeting.

The Coordinator or Vice-Scientific Directors shall convene meetings of the Executive Project Management Board at least on a quarterly basis and shall also convene meetings at any time upon written request of any member of the Executive Project Management Board in the case of an emergency situation.

6.4.1 Responsibilities of the Executive Project Management Board

The Executive Project Management Board shall be responsible for ensuring the overall success of the project concerning the tasks defined in the provisions of points from 6.4.1i to 6.4.1xviii.

The Executive Project Management Board shall in particular be responsible for:

- i. co-ordinating the daily operations
- ii. co-ordinating the timely production of deliverables
- iii. acting as liaison with IST and other EU bodies, as necessary
- iv. reviewing project progress;
- v. ensuring that the project maintains its objectives and relevance;
- vi. monitoring and maintaining the coherence and integration of the project;
- vii. deciding on technical roadmaps for the Project;
- viii. reviewing the selection of additional expertise (sub-contractors);
- ix. making proposals to the General Assembly for the allocation of the Project's budget in accordance with the Contract, including the Project Plan and for possible budget transfers;
- x. making proposals to the General Assembly for the review and/or amendment of the terms of the Contract;
- xi. making proposals to the General Assembly to suspend all or part of the Project or to terminate all or part of the Contract, or to request the Commission to terminate the participation of one or more Contractors;
- xii. issuing competitive calls on behalf of the Consortium to select possible new Contractors; selecting and proposing to the General Assembly possible new Contractors to enter into the Contract and the Consortium Agreement, or any other changes to the Consortium structure;
- xiii. reviewing and deciding in the case of default of a Contractor to prepare a proposal to the General Assembly with regard actions to be taken against the Defaulting Contractor (as defined in Article 8.6), including a request to the Commission for an audit, and assignment of the Defaulting Contractor's tasks, and suggestion on any new entity to join the Project for that purpose;
- xiv. without prejudice to the rules under Article 4.3, agreeing press releases and

- publications by the Contractors or by the Commission or with the Commission with regard the Project as per the Contract;
- xv. proposing to the General Assembly rules for the management of the funds received from the Commission in accordance with Article 7.
 - xvi. supporting the Coordinator in preparing meetings with the Commission and related data and deliverables.
 - xvii. obtaining from the Contractors audit certificates and bank guarantees as may be required under the provisions of the Contract;
 - xviii. resolving any technical, administrative or contractual issues.

The Executive Project Management Board shall be supported in these tasks by the Industry Area Managers, Research Area Managers, and Education Area Managers and shall have the right to delegate such tasks to the Industry Area Managers, Research Area Managers, and Education Area Managers, without prejudice to the Executive Project Management Board's obligations and responsibilities in respect of these tasks.

6.4.2 Rules of voting

Each member of the Executive Project Management Board has one vote for decisions requiring voting, with the exception of the two Managing Directors who have no vote.

6.4.3 Minutes of meetings of the Executive Project Management Board

The Coordinator or Vice-Scientific Directors shall draft the minutes of each meeting to formalize in writing all decisions taken and shall dispatch them to all Contractors within fifteen calendar days of the concerned meeting date.

The minutes shall be considered as accepted by the Contractors if no Contractor has objected in writing to the Coordinator, provided that objection shall be possible only in the following events:

- i. if made by a member of the Executive Project Management Board: (a) on the ground of such formalization or on a decision that was not part of the agenda and which was not accepted by the Executive Project Management Board or (b) on the ground that such member Work Package, time for performance, costs or liabilities, or intellectual property rights are impacted or whose information is to be published. Objection shall be made within fifteen calendar days of receipt of the minutes, save in the (b) case for which the member shall veto during the concerned meeting.
- ii. if made by a Contractor that is not a member of the Executive Project Management Board on the ground that such Contractor Work Package, time for performance, costs or liabilities, or intellectual property rights are impacted or whose information is to be published, provided that the objection is made within fifteen calendar days of receipt of the minutes.

6.5 Project Management Board

The Project Management Board is responsible for the overall success of the project concerning its tasks defined in the provisions of the Article 6.5.5.

6.5.1 Composition

The Project Management Board consists of eleven members with nine voting members and may rotate at a biannual basis:

- Scientific Director and Project Coordinator;
- Managing Director (non voting member);
- Second Managing Director, also acting as Deputy-coordinator (non voting member);

- Two Scientific Vice-Directors;
- Two Industry Area Managers;
- Two Research Area Managers;
- Two Education Area Managers.

The Project Management Board shall be chaired, and its meetings minuted, by the Coordinator's representative, or other Contractor as nominated by the General Assembly. Each representative shall have a named deputy.

The Project Management Board shall not deliberate and decide validly unless a majority of two-thirds (2/3) of its members are present or represented. If no majority is obtained, the vote of the Coordinator counts twice.

In any case, decisions shall be taken by a majority of 51% of the votes of members present or represented, provided always that a Contractor which work package, time for performance, costs or liabilities, or intellectual property rights are impacted or whose information is to be published, may veto such decisions and such veto shall be duly justified.

6.5.2 Relation to the Executive Project Management Board

The Project Management Board reports to and operates under the control of, and in compliance with the decisions of, the Executive Project Management Board.

6.5.3 Panels

The Project Management Board shall have the right to set up Panels to advise and support it in the proper management and co-ordination of the Project. These Panels have an advisory role only.

6.5.4 Meetings of the Project Management Board

Within seven days after the Kick-off Meeting of the General Assembly, the Project Management Board shall convene for the first time.

The Project Management Board shall then hold Ordinary Meetings twice a year and can have any number of intermediate meetings or conference calls. Extraordinary meetings may be called at any other time at the request of its chairperson or by one of the Workpackages. Meetings shall be convened by the chairperson with at least fifteen calendar days' prior notice including an agenda.

6.5.5 Responsibilities of the Project Management Board

The Project Management Board shall be responsible for the overall needs of the consortium horizontally (Overall Project Management) and vertically (Outreach, Exploitation and Infrastructure). and shall assume overall responsibility towards the Executive Project Management Board for liaison between the Contractors.

Specific responsibilities shall be:

- i. running Knowledge Web and revising its strategic objectives
- ii. formulating, coordinating the outreach and integration activities and for resolving conflicts.
- iii. advising and controlling the two main operational management activities of the scientific director and the managing director.
- iv. helping daily management by strategically monitoring, managing and deciding the overall compliance to the work plan, the goals set out for each area,
- v. coordinating any activities that span one or more areas, thus controlling the

coordination of the overall “Convergence and Outreach” goals set out by Knowledge Web.

- vi. supporting the Coordinator in fulfilling obligations towards the Commission;
- vii. coordinating the integration of the activities according to the Work Plan;
- viii. monitoring the progress of the Workpackages and their Work Packages, and reporting this to the Executive Project Management Board;
- ix. ensuring consistency and maximum synergy between the Workpackages and their Work Packages;
- x. ensuring that all work meets functional requirements;
- xi. co-ordinating the preparation and distribution of all deliverables, and their submission to the Coordinator, save those submitted directly by the Workpackages as specified in Article 6.6;
- xii. providing project management in relation to the activities of the Panels on technical, financial and/or exploitation/dissemination issues, as applicable;
- xiii. reviewing and proposing changes in work sharing, budget and participants to the Executive Project Management Board;
- xiv. advising the Executive Project Management Board on the annual Joint Programme of Activities;
- xv. advising the Executive Project Management Board on press releases and joint publications (without prejudice to Article 4.3) by the Contractors with regard to the Project;
- xvi. advising the Executive Project Management Board (without prejudice to Article 4.3) on procedures and policies in accordance with the Contract, for Dissemination of Knowledge from the Project which is not to be used by the Contractors.
- xvii. reviewing quality issues reported by the Quality Assessors (as defined in Article 6.8.1) and taking steps to resolve any deficiencies
- xviii. measurement of integration;
- xix. sub-projects co-ordination;
- xx. calls for extension by the Commission and its implications;
- xxi. special calls for extension of the consortium membership;
- xxii. annual update of joint programme of activities;
- xxiii. annual review and consequences of additional work or revisions;
- xxiv. annual review resulting in further work with no EC contribution during next period (actions to be taken by the consortium);
- xxv. annual audit certificates / partner;
- xxvi. cost sharing;
- xxvii. distribution of the Community financial contribution and treatment of cases where costs do not exceed EC contribution.
- xxviii. setting up panels

The Project Management Board may in extraordinary cases take decisions through its chairperson consulting with all members via teleconference, email, and/or telephone etc. These decisions must be ratified by an Ordinary Meeting.

6.6 Area Management Team

Knowledge Web is set up around three areas of convergence and outreach: industry, research, and education. The main focus of these areas is on the organization of their

activities to implement the Joint Programme of Activities, and the integration of these activities through specific instruments (Ontology Outreach Authority, Virtual research centre and Virtual Institute for Semantic Web and Education).

The Contractors shall establish an Area Management Team for each Area, with representatives of the contractors performing work under this Area, called Area Managers. These managers are currently:

- Two Industry Area Managers
- Two Research Area Managers
- Two Education Area Managers

Apart from constituting the Project Management Board, they shall coordinate the internal and integrated activities and the outreach of their respective Area.

6.6.1 Meetings

The Area Managers shall convene meetings in their respective Area at least once every two months and shall also convene meetings at any time in the case of an emergency situation.

The Area Managers shall give at least ten calendar day notice in writing of such meetings or seven calendar day notice in case of an emergency situation.

The Area Managers shall draft the minutes of each meeting to formalize in writing all decisions taken and shall dispatch them to all members within fifteen calendar days of the concerned meeting date.

The minutes shall be considered as accepted by the members if, within fifteen calendar days from receipt thereof, no member has objected in writing to the Area Managers, provided that objection shall be either on such formalization or on a decision that was not part of the agenda and which was not accepted by all members.

6.6.2 Area Manager

The Area Manager shall have the following functions:

- i. administration, preparation of minutes and follow-up of its decisions;
- ii. transmission of any documents and information connected with the Joint Programme of Activities to the Contractors concerned;
- iii. transmission of the Project deliverables of the Contractors within the Joint Programme of Activities to the Coordinator;
- iv. co-ordinating on a day-to-day basis the progress of the technical work under the responsible Area;
- v. reviewing deliverables at each agreed step under the Project Plan for the Joint Programme of Activities concerned and advise the Coordinator of any delay in delivery that could not be remedied or any major discrepancy.

6.6.3 Responsibilities of the Area Management Team

Each Area Manager shall be responsible for his/her own organisational arrangements, work procedures and time schedule, providing that such arrangements, work procedures and time schedule do not conflict with this Consortium Agreement, the Joint Programme of Activities, or requests made by the Coordinator, the Project Management Board or the Commission.

The Area Management Team shall be in charge of managing the Areas and in particular be responsible for:

- i. producing the activity and task deliverables on time and to the specified quality
- ii. leading the technical development of the activities and tasks
- iii. coordinating outreach and integration activities ensuring that work packages times, resources, and costs are accurate;
- iv. coordinating the report and revision of the Joint Programme of Activities;
- v. suggesting new members for filling some new need in the Joint Programme of Activities;
- vi. preparing presentations and demonstrations for technical reviews;
- vii. alerting the Executive Project Management Board and the Coordinator in case of delay in the performance of the Area or the Joint Programme of Activities;

The members of the Area Management Team agree to abide by all decisions of the Area Management Team.

No Area Management Team and its Area Manager shall be entitled to act or to make legally binding declarations on behalf of any other Contractor nor to enlarge their roles beyond the one described herein.

6.7 Managing Director

The Managing Director, supported by the second managing director, shall report to the Coordinator, and will be established to provide the necessary support for day-by-day project management and administration of the Project. It will provide support as necessary to the Coordinator and to the Executive Project Management Board. It will be led by the Coordinator it will have administrative support staff to fulfil its responsibilities.

The resourcing of the Managing Director will be proposed by the Coordinator and agreed by the General Assembly.

6.7.1 Responsibilities

The Managing Director shall be charged with providing assistance to the Coordinator and the Executive Project Management Board, with regard to their day-to-day tasks. These will include:

- i. preparing and distributing reports (Management Reports, Progress Reports),
- ii. producing non-technical reports (management, progress and financial reporting);
- iii. maintaining accurate consolidated records of costs, re-sources, and time-scales,
- iv. preparing and submitting to the Commission the cost statements of all participants,
- v. remaining in close contact with the Commission and the Project Officer,
- vi. operational liaison with the Commission;
- vii. communicating with other projects and coordinating presentations as necessary;
- viii. measuring and reporting the progress of the project in terms of the success criteria formulated by the Commission.

6.8 Quality Management

The Contractors accept that effective management of quality is of fundamental importance to the success of the Project, and undertake to conform to the quality management principles and procedures defined in the Quality Plan agreed between the Contractors.

6.8.1 Quality Management roles

The role of **Quality Assurance Coordinator** will be assumed by the Managing Director, and will be responsible for ensuring that an effective Quality Plan is developed and that quality management is being effectively executed.

The Area Managers will assume the role of **Quality Controllers** within their responsible Area, and will be responsible within that Area for implementing and executing the quality control procedures defined in the Quality Plan.

Quality Assessors will be designated from the staff of the Contractors and will be nominated and agreed at a meeting of the General Assembly. A Quality Assessor will be assigned to each Area, which will be separate from the Area in which the Assessor is personally involved. The Quality Assessor will be responsible for reviewing and ensuring the conformance to the Quality Plan by the Area to which he/she is assigned, and will conduct their reviews on at least a quarterly basis, and will report their findings to the Project Management Board and to the Managing Director in his role as Quality Assurance Coordinator.

7 Financial Provisions

7.1 General Principles

Notwithstanding any contribution that may be made by the Commission in reimbursement of such costs, each Contractor shall bear all its own costs incurred in connection with the performance of this Consortium Agreement and of the Contract and incurred in connection with the implementation of the Project.

7.2 Management and coordination budgets

The costs for management of the Project shall be separated into two budgets: one for "Management of the consortium" and one for "Joint Programme of Activities", as defined in the Contract. Each Contractor shall therefore identify these two budget lines in its accounting system.

The "Management of the consortium" budget, shall include only the costs and expenses for Management of the consortium activities, as defined in the Contract. The Contractors will ask the Commission that the following costs and expenses fall into the "Management of the consortium" costs and expenses category in the Contract:

- i. The audit certificates (up to 4000 euros per audit maximum);
- ii. Opening and operating the account to receive the Commission's contribution/ payments as described in Article 7.3, including for the appointment of the notary public or other depository;
- iii. The selection of a new participant;
- iv. The travel and accommodation costs for meetings with the Commission;
- v. The travel and accommodation costs for meetings of the General Assembly and the other organisation structures defined in Article 6.
- vi. The activities of the Managing Director in administration and central coordination of the Project.

The "Joint Programme of Activities" budget, shall include the costs and expenses for Joint Programme of Activities, as defined in the Contract. The Contractors will ask the Commission that the following costs and expenses fall into the Joint Programme of Activities costs and expenses category in the Contract:

- vii. all other management costs than the ones listed in the "Management of the

consortium" category such as the hours for the Coordinator, the Executive Project Management Board members, and the Area Managers.

The remaining part of the budget not covered by the Commission contribution will be borne by the Contractors handling the concerned management tasks.

The Coordinator will control the allocation of the management expenses between the two budgets.

The General Assembly will decide upon the detailed rules for the two budgets (such as, for example, rules for travel or hotel accommodation).

The contribution of the Commission will be based on the costs determined as eligible costs, as defined in the Contract. The allocation of this contribution to the Contractors will be done on the basis of the requested EC contribution for each Contractor defined in the Annex I to the Contract.

7.3 Payments made by the Commission

7.3.1 The Coordinator shall receive all payments made by the Commission.

7.3.2 Subject to withholding of advance payments according to rules agreed in the General Assembly, the Coordinator undertakes to transfer, in accordance with the Contract and the budget allocation decided by the General Assembly, the appropriate sums to the respective Contractors with minimum delay, but not later than thirty calendar days from its receipt thereof from the Commission, and the Coordinator will notify each other Contractor promptly of the date and amount transferred to its respective bank account and shall give the relevant references.

7.3.3 The Coordinator undertakes to keep advance payments allocated by the Contract, this Consortium Agreement or by budget allocation in accordance with a decision of the General Assembly on an account separated from its normal business accounts and his own assets and property. Such separation shall be made by means, including but not limited to, of a notary public deposit or similar deposit provided for in the national laws and regulations of the country, where the money is deposited and which means have been decided upon by the General Assembly.

7.3.4 Specific Authority of the Coordinator

To the extent that serious concerns regarding the financial soundness of one or several Contractors exist, the Coordinator has the authority to require the appropriate letter of comfort to prove that the corresponding Contractor is able to fulfil their financial obligations with regard to the Contract and this Agreement. Until this is provided, the Coordinator is entitled to refuse the disbursement of the financial contributions of the Commission to this Contractor.

If one or more of the Contractors is late in submitting of Project deliverables, the Coordinator may submit the other Contractors' Project deliverables to the Commission.

8 Legal Provisions

8.1 Liability of the Contractors towards each other

In respect of information or materials provided by one Contractor to another hereunder or under the Contract, the supplier Contractor shall be under no obligation or liability other than as stated in Article 3.1.2iii and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or appropriateness for purpose of such information or materials, or, subject to Article 3.1.2iv, the absence of any infringement of any proprietary rights of third parties by the use of such information and materials and the receiving Contractor shall in any case be entirely responsible for the use to which it puts such information and materials.

8.2 Liability towards the Commission

The Contractors agree to abide by the provisions of the Contract regarding Financial collective responsibility.

Subject to these provisions of the Contract, and notwithstanding any joint and several liability of the Contractors which may exist towards the Commission, each Contractor shall be liable towards the others for any losses or damages suffered by the Commission, as a consequence of any failure to perform the whole or part of its obligations under the Contract or under this Consortium Agreement.

Accordingly, should the Commission, in accordance with the provisions of the Contract, claim any reimbursement, indemnity or payment of damages from one or more Contractors (except for claims relating to the matters mentioned in the Contract, which claims shall be solely for the account of the relevant Contractor(s) or where the claim from the Commission is issued only against a part of the Contractor), the Contractors agree that:

- i. each Contractor whose default has caused or contributed to cause such claim shall indemnify each of the other Contractors against such claim, provided always that the total and cumulative limit of liability of that Contractor towards all the other Contractors collectively, in respect of any and all such claims shall not exceed the amount of that Contractor's Project Share; and
- ii. in the event it is not possible to attribute the default to any Contractor under (i), the amount claimed by the Commission shall be apportioned between all the Contractors pro-rata to their Project Shares, but, for each Contractor, shall not exceed the amount of his Project Share.

8.3 Liability for Subcontractors

Each Contractor shall remain fully responsible for the performance of any part of its Work Package, or for the performance of its obligations under the Contract by any Subcontractor, provided that in any case appointment of a Subcontractor shall be with the approval of the Executive Project Management Board.

Therefore said Contractor shall ensure that (i) such subcontracts fully comply with the requirements of the Contract; (ii) the other Contractors' Access Rights are fully preserved ; and (iii) the third party shall have no access to any other Contractor's Knowledge or Pre-Existing Know-How without the latter's prior written consent.

8.4 Third Parties

- 8.4.1 Each Contractor shall be fully responsible for the performance of any part of its Project Share, or other Contract obligation, in respect of which it enters into any contract with a third party (e.g. a Subcontractor) and shall ensure:
 - i. such contracts enable fulfilment of the Contract;
 - ii. the other Contractors' Access Rights are the same as would have been the case had the contracting Contractor performed its share of the Project and/or those obligations itself; and
 - iii. the third party shall not have access to any other Contractor's Knowledge or Pre-Existing Know-How without that Contractor's prior written consent.
- 8.4.2 Each Contractor shall inform the Coordinator or Workpackage Leader in writing, as applicable, asking for a decision of the General Assembly or Area Management Team, as applicable, if it intends to enter into a contract with a third party (giving the rationale therefore) if such an event has not been detailed in the Contract and the contract is other than for less than ten percent of its share of the Project.
- 8.4.3 Each Contractor hereby grants Access Rights to all Affiliates of any other Contractor

as if such Affiliates were Contractors, provided all such Affiliates grant Access Rights to all Contractors (and their Affiliates) and (without prejudice to the Contractors' obligations to carry out the Project and to provide Project Deliverables) fulfil all confidentiality and other obligations accepted by the Contractors under the Contract or this Consortium Agreement as if such Affiliates were Contractors.

- 8.4.4 Each Contractor shall ensure that it can grant Access Rights and fulfil the obligations under the Contract notwithstanding any rights of its employees, or persons it engages to perform part of its share of the Project, in the Knowledge or Pre-existing Know-how they create after the Project Commencement Date.
- 8.4.5 Subject always to such other undertakings and warranties as are provided for in this Consortium Agreement and the Contract, each Contractor shall be solely liable for any loss, damage or injury to third parties resulting from the execution of its assigned tasks in the project and from its Use of Knowledge and/or Pre-existing Know-how.

8.5 Indemnification in the event of claims between the Contractors, without Commission claims

Each Contractor shall indemnify each of the other Contractors in respect of acts or omissions of itself and of its employees, agents and subcontractors provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages such as, but not limited to, loss of profit, revenue, contract or the like and provided that the total limit of liability of that Contractor to all of the other Contractors collectively in respect of any and all such claims shall not exceed that Contractor's Project Share.

8.6 Defaults and Remedies

8.6.1 Principles

A Contractor in default of its obligations under the Contract and which default causes lawful withholding of payments by the Commission to other Contractors, shall pay to the other Contractors interest on the amount withheld at an annual rate equal to one percentage point above the prime rate of interest on overdrafts charged according to the Euro Interbank Rate (EURIBOR) on the last working day before the Commission informed the other Contractors of such withholding or on the last working day before which the Contractors or the Coordinator became aware of such withholding (whichever was earlier).

Such interest shall accrue on a daily basis until the Commission has effectively transferred the withheld amount to the Coordinator.

8.6.2 Procedure and Consequences

In the event of a breach by a Contractor ("Defaulting Contractor") of its obligations under this Consortium Agreement or the Contract which is irremediable or which is not remedied within thirty calendar days of a written notice from the Coordinator according to the decision of either the Area Management Team or the Project Management Board, requiring that such breach be remedied, then the other Contractors in the General Assembly may jointly decide to terminate this Consortium Agreement with respect to the Defaulting Contractor following a minimum of 30 calendar days prior to written notice by the Coordinator.

Such termination shall take place with respect to the Defaulting Contractor and the latter shall be deemed to have agreed to the termination of the Contract in respect of its participation therein under the general provisions of the Contract, as the other Contractors and/or the Commission shall decide provided always that:

- i. any and all Access Rights granted to the Defaulting Contractor and its Affiliates by the other Contractors as well as under the Contract, shall cease immediately; but any and all Access Rights granted by the Defaulting Contractor to the other Contractors

- and their Affiliates shall remain in full force and effect;
- ii. the Work Package of the Defaulting Contractor shall be assigned to one or several companies and/or entities which are chosen by the other Contractors, are acceptable to the Commission and who agreed to be bound by the terms of this Consortium Agreement. The preference shall be granted to one or more of the remaining Contractors.
 - iii. the Defaulting Contractor shall:
 - a) assume all reasonable direct costs increase (if any), resulting from the assignment referred to in (ii) above in comparison with the costs of the Work Package of the Defaulting Contractor as specified in the Contract and this Consortium Agreement, and
 - b) be liable for any so resulting additional direct cost caused to the other Contractors, up to a total amount which, together with any liability to the Commission under the Contract, will not exceed the total Project Share.

8.6.3 Other exclusions of a Contractor / right to withdraw

The provisions of Article 8.6.2 shall also apply in the events that:

- i. any Contractor's participation in the Contract is terminated by the Commission pursuant to the provisions of the Contract, then, without prejudice to any other rights of the other Contractors
- ii. any Contractor enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors and the other Contractors, subject to approval by the Commission, decide to terminate the Consortium Agreement with respect to that Contractor, to take over the fulfilment of such Contractor's obligations and to receive subsequent payments under the Contract in respect thereof.
- iii. A Contractor is entitled to withdraw from the Project or to otherwise request the termination of its participation in the Contract having obtained firstly the prior written consent of the other Contractors in the General Assembly (such consent not to be unreasonably withheld), and secondly the consent of the Commission.

8.7 Termination of a Contractor

8.7.1 Rules for Termination

No Contractor shall be entitled to withdraw from this Consortium Agreement and/or participation in the Project unless:

- i. that Contractor has obtained the prior written consent of the other Contractors (such consent not to be unreasonably withheld), and also of the Commission, to the withdrawal from, or termination of, the Contract; or
- ii. that Contractor's participation in the Contract is terminated by the Commission pursuant to the provisions of the Contract, or
- iii. the Contract is terminated by the Commission for any reason whatsoever, provided always that a Contractor shall not by withdrawal or termination be relieved from its responsibilities under this Consortium Agreement or the Contract in respect of that part of that Contractor's work on the Project which has been carried out (or which should have been carried out) up to the date of withdrawal or termination; or any of its obligations or liabilities arising out of such withdrawal or termination.

8.7.2 Termination by the Commission

If any Contractor's participation in the Contract is terminated by the Commission pursuant to the provisions of the Contract, or a Contractor withdraws from the Project, then, without prejudice to any other rights of the other Contractors, the provisions of Articles 8.6.1 and 8.6.2 shall apply correspondingly.

8.7.3 Termination due to Bankruptcy or Liquidation

If any Contractor enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, the other Contractors shall, subject to approval by the Commission, be entitled to take over the fulfilment of such Contractor's obligations and to receive subsequent payments under the Contract in respect thereof. In such event all rights and obligations under the Contract and this Consortium Agreement shall in good faith be redistributed among the remaining Contractors and the affected Contractor on the basis of the work performed by the affected Contractor prior to the occurrence of the above circumstance.

8.7.4 Continuance of Regulations

The provisions of Articles 1, 3.1.2iv, 4.1, 4.2, 5, 8.1 to 8.7, and 8.23 shall survive the expiration or termination of this Consortium Agreement to the extent needed to enable the Contractors to pursue the remedies and benefits provided for in those Sections.

8.7.5 Continuance of Sublicenses

Termination of the Consortium Agreement and/or cessation of licences granted to the Defaulting Contractor in accordance with Article 8.6.2 shall not terminate any sublicenses granted or agreed to be granted or offered by the Defaulting Contractor in accordance with Articles 4.1, 4.4 and 5 prior to the date on which such termination of the Consortium Agreement and/or cessation of licences becomes effective, provided that the Contractor or Contractors which generated the Knowledge or Pre-existing Know-how so sublicensed shall have the right to have an assignment of the Defaulting Contractor's rights under such sublicenses.

8.7.6 Other consequences of term or termination

In case of take over of any Contractor's Work Package under Articles 8.6 or 8.9.2, all rights and obligations under the Contract and this Consortium Agreement shall in good faith be redistributed among the remaining Contractors.

Neither Contractor shall by reason of withdrawal or termination be relieved from:

- i. its responsibilities under this Consortium Agreement or the Contract in respect of that part of that Contractor's Work Package which has been carried out (or which should have been carried out) up to the date of withdrawal or termination; or
- ii. any of its obligations or liabilities arising out of such withdrawal or termination.

The provisions of the Articles of this Consortium Agreement relating to liability, confidentiality, intellectual property rights and publications shall survive the term or termination of this Consortium Agreement for any reason whatsoever to the extent needed to enable the Contractors to pursue the remedies and benefits provided for in those Articles.

For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

8.8 Coming into force

This Consortium Agreement shall come into force on the Effective Date.

8.9 Duration

8.9.1 General provisions

This Consortium Agreement shall remain into force:

- i. until the fulfilment or termination of the Contract awarded by the Commission and resulting from the Proposal and complete discharge of all obligations of the Contractors under the Contract and/or under this Consortium Agreement as well as any amendment or extension thereof ; or

- ii. until this Consortium Agreement is terminated under any cases under Article 8.9.2 below;

whichever occurs first.

8.9.2 Earlier termination

This Consortium Agreement shall automatically terminate without any further demand and without liability of any Contractor to the others upon the first to occur of the following events:

- i. the decision by the Commission not to award a contract for the Project to the Consortium;
- ii. upon a 18 month period from the date of coming into force hereto, if the Contract has not been awarded to the Contractors before expiration of such period ;
- iii. cancellation of the Project by the Commission ;
- iv. termination of the entire Contract by the Commission;
- v. if the Commission indicates in writing that the award of the Contract pursuant to the Proposal is conditional upon the exclusion of one or more of the Contractors, unless the remaining Contractors decide to pursue their co-operation and agree on all consequences thereof, including for taking over the excluded Contractor's (s') Work Package(s);
- vi. should any Contractor enter into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, if the other Contractors decide, subject to approval by the Commission, to terminate the Project.

The date of such termination will be the day following the expiry of the stated period in the case (ii), the date on which the Contractors formally agree to terminate the Project in the case (vi), and the date on which the Commission formally notifies the Consortium or the Coordinator in all other cases.

This Consortium Agreement will also terminate for a Contractor, on the date of coming into force of the Contract, if that Contractor has not signed the Contract.

8.10 Force Majeure

Force Majeure shall mean any unforeseeable and exceptional event affecting conformance to this Consortium Agreement, the performance of the Contract or the implementation of the Project by one or more Contractors, which is beyond their control or the control of the Contractors and cannot be overcome despite their reasonable endeavours.

Each Contractor will notify the other Contractors in writing of any Force Majeure as soon as possible. The Contractors shall discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible. If such Force Majeure event is not overcome within six weeks after such notification, the transfer of tasks shall be carried out.

8.11 Notices

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in ANNEX D in the form specified therein, or to such other address and recipient as a Contractor may designate in respect of that Contractor by written notice to the others.

Notices shall be deemed to have been served when delivered personally or by registered mail, or, if transmitted by telefax, electronic or digital transmission provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by postal mail.

8.12 Language

This Consortium Agreement is drawn up in English which language shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.

8.13 Entire Agreement

This Consortium Agreement and the Contract constitute the entire agreement between the Contractors in respect of the Project, and supersede all previous negotiations, commitments and writings concerning the Project including any memorandum of understanding between the Contractors (whether or not with others) which relate to the Project or its Proposal to the Commission.

8.14 Annexes, Conflicts and Inconsistencies

The Annexes A to E to this Consortium Agreement are an integral part thereof.

In the event of conflict or inconsistency between any provision contained in the body of this Consortium Agreement and any provision contained in its Annexes, the provisions contained in this Consortium Agreement shall prevail.

In the event of conflict or inconsistency between any provision contained in this Consortium Agreement and the provisions of the Contract, the provisions of the Contract shall prevail.

8.15 Amendment

Amendments or changes to this Consortium Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Contractors.

8.16 Assignment

Any rights or obligations of the Contractors arising from this Consortium Agreement may not be assigned or transferred in all or in part to any third party without the other Contractors' prior written approval.

Such consent shall not be unreasonably withheld

8.17 Severability

If one or more of the provisions contained in this Consortium Agreement or any documents executed in connection herewith are found by the Commission or a competent court or authority to be invalid, illegal, or unenforceable in any respect under any applicable law, including competition law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, provided, that in such case the Contractors oblige themselves to use all reasonable efforts to achieve the purpose of the invalid provision by a new legally valid stipulation that cause the same or similar (economic) benefit or burden.

8.18 Exclusivity

8.18.1 Nothing contained in this Consortium Agreement shall prevent an Contractor from carrying on its business, for its sole interest and profit outside of the Project, unless this would be incompatible with this Consortium Agreement or with the Contract.

8.18.2 No work assigned to an Contractor may be sub-contracted outside the Consortium unless agreed in writing by the Contractors.

8.19 Waiver

Waiver of any provision of this Consortium Agreement shall not be deemed a waiver of any other provision of this Consortium Agreement, nor shall waiver of any breach of this

Consortium Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Consortium Agreement.

8.20 Headings

Headings used in this Consortium Agreement are provided for the purposes of reference and convenience only, and shall not be used to construe meaning or intent, or in any way affect the interpretation of this Consortium Agreement.

8.21 Restrictions

The activities contemplated by this Consortium Agreement are subject to any mandatory rules or regulations that may be applicable in the countries in which the Contractors' activities occur. Nothing in this Consortium Agreement shall be deemed to be an agreement to violate such rules or regulations. To the extent any such rules or regulations forbid or restrict any of the activities contemplated hereunder, the Contractors agree, subject to Article 8.17, that this Consortium Agreement shall not obligate any Contractor to conduct such activity.

8.22 Applicable Law

On or after the date of entering into force of the Contract, this Consortium Agreement shall be construed according to and governed by the Applicable Law as defined in the Contract.

Until such date, this Consortium Agreement shall be construed according to and governed by the law of Luxembourg.

8.23 Disputes

The Contractors agree to use reasonable endeavours to try to amicably settle any dispute arising among them in relation to the implementation of the Contract and/or of this Consortium Agreement and for such purpose, to bring the dispute to the body at the appropriate level within the Consortium. Failing to reach an amicable settlement, the dispute arising out of or in connection with the present Consortium Agreement shall be finally settled, under the Rules of Arbitration of the World Intellectual Property Organisation for disputes concerned with intellectual property rights, or under the Rules of Arbitration of the International Chamber of Commerce for all other disputes, by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Luxembourg or as is otherwise agreed by the General Assembly. The language to be used in the arbitral proceedings shall be English.

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

8.24 Counterparts

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

The Coordinator has an obligation to send copies of all the signed counterparts to each Contractor within sixty days of receipt of all signed counterparts.

SIGNATURES

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel

Title : Prof. Dr.

Authorised to sign on behalf of

École Polytechnique Fédérale de Lausanne (EPFL), Switzerland

Signature: _____

Name: Martin Rajman

Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

France Telecom (FT), France

Signature: _____

Name: Pierre Jandet
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel

Title : Prof. Dr.

Authorised to sign on behalf of

Freie Universität Berlin (FU Berlin), Germany

Signature: _____

Name: Frank Rosendahl

Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

Free University of Bozen-Bolzano (FUB), Italy

Signature: _____

Name: Friedrich Schmidl
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

Institut National de Recherche en Informatique et en Automatique (INRIA), France

Signature: _____

Name: Bernard Larrouturou
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel

Title : Prof. Dr.

Authorised to sign on behalf of

Centre for Research and Technology Hellas / Informatics and Telematics Institute (ITI-CERTH), Greece

Signature: _____

Name: Iacovos Vasalos

Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel

Title : Prof. Dr.

Authorised to sign on behalf of

Learning Lab Lower Saxony (L3S), Germany

Signature: _____

Name: Henning Howind

Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

National University of Ireland Galway (NUIG), Ireland

Signature: _____

Name: Joe Watson
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

The Open University (OU), UK

Signature: _____

Name: Derek Batchelor
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

Universidad Politécnica de Madrid (UPM), Spain

Signature: _____

Name: Javier Uceda
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel

Title : Prof. Dr.

Authorised to sign on behalf of

University of Karlsruhe (UKARL), Germany

Signature: _____

Name: Karin Ploenert

Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

University of Liverpool (UniLiv), UK

Signature: _____

Name: Barry Hewitson
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

University of Manchester (UoM), UK

Signature: _____

Name: Neil Ferguson
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

University of Sheffield (USFD), UK

Signature: _____

Name: Gill Wells
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

University of Trento (UniTn), Italy

Signature: _____

Name: Fausto Giunchiglia
Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel

Title : Prof. Dr.

Authorised to sign on behalf of

Vrije Universiteit Amsterdam (VUA), the Netherlands

Signature: _____

Name: Derkje Schinkelshoek

Title : _____

AS WITNESS thereof, the *Contractors* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

University of Innsbruck, Institut für Informatik (UIBK), Austria

Signature: _____

Name: Dieter Fensel
Title : Prof. Dr.

Authorised to sign on behalf of

Vrije Universiteit Brussel (VUB), Belgium

Signature: _____

Name: Benjamin Van Camp
Title : _____

ANNEXES

ANNEX A - Affiliates

ANNEX B - Pre-Existing Know-How

The Pre-Existing Know-How to which the Contractor **University of Innsbruck, Institut für Informatik (UIBK), Austria** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None.

The Pre-Existing Know-How to which the Contractor **École Polytechnique Fédérale de Lausanne (EPFL), Switzerland** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **France Telecom (FT), France** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

- NLP "TiLT" software tools (Natural Language processing) developed by France Télécom
IDDN.FR.001.160014.000.S.P.2003.000.10300
- Results obtained by France Télécom in the performance of the ACTS-Abrose Project and in the ACTS ABS Project (Agent-based mediation for e.Commerce)
- Results obtained in the performance of other projects (Agreement CNET-LRI N° 971B378). In particular on KR CARIN and Semantic reasoners OntoQuery © and OntoClass ©
IDDN.FR.001.260017.00.S.P.2000.000.10500
- Products of the ARTEMIS technology (Agent Communicative Acts) from France Télécom as recommended in FIPA recommendations
- Results obtained in the performance of the IST-MKBEEM n°1999-10589 project in particular in KRR based Multilingual processing
- Web services matchmaking patent FT n°03 02307

Other than by amendment to this Annex B, access rights to all other Pre-Existing Know-How of the Contractor are expressly excluded from the Project.

The Pre-Existing Know-How to which the Contractor **Freie Universität Berlin (FU Berlin), Germany** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **Free University of Bozen-Bolzano (FUB), Italy** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **Institut National de Recherche en Informatique et en Automatique (INRIA), France** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

CORESE, semantic search engine (V2.0)
CoMMA (result of the project COMMA IST-1999-12217)
MultiKat
ASCO

Other than by amendment to this Annex B, access rights to all other Pre-Existing Know-How of the Contractor are expressly excluded from the Project.

The Pre-Existing Know-How to which the Contractor **Centre for Research and Technology Hellas / Informatics and Telematics Institute (ITI-CERTH), Greece** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **Learning Lab Lower Saxony (L3S), Germany** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **National University of Ireland Galway (NUIG), Ireland** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **The Open University (OU), UK** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

Software:

Magpie

OCML -Operational Conceptual Modelling Language

WebOnto

Lisp server

D3E

ScholOnto

IRS - Internet reasoning service

MnM - Ontology-Driven Tool for Semantic Markup

Other than by amendment to this Annex B, access rights to all other Pre-Existing Know-How of the Contractor are expressly excluded from the Project.

The Pre-Existing Know-How to which the Contractor **Universidad Politécnica de Madrid (UPM), Spain** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

Software:

ODE API

WebODE

SeW API

SeW

Other than by amendment to this Annex B, access rights to all other Pre-Existing Know-How of the Contractor are expressly excluded from the Project.

The Pre-Existing Know-How to which the Contractor **University of Karlsruhe (UKARL), Germany** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **University of Liverpool (UniLiv), UK** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **University of Manchester (UoM), UK** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **University of Sheffield (USFD), UK** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **University of Trento (UniTn), Italy** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **Vrije Universiteit Amsterdam (VUA), the Netherlands** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

None

The Pre-Existing Know-How to which the Contractor **Vrije Universiteit Brussel (VUB), Belgium** may grant access rights under the terms and conditions of this Consortium Agreement is as follows:

- DOGMA server: computer program (data-base application) for generic (i.e. domain-independent) ontology storing and servicing requests from other applications according to the DOGMA ontology framework (see below).

- DOGMA modeler: computer program (graphical workbench) for modeling (creating, editing, modifying) generic ontologies according to the DOGMA methodology (see below), such as DOGMA Studio, an ontology-based knowledge engineering tool suite.

- DOGMA miner: computer program (tool suite) for (semiautomatically) extracting knowledge (extracted from - including but not limited to - texts, web sites, data-base schema's, source code, not limited to any particular domain) in such a way that it can be stored in the DOGMA server

- DOGMA merger: computer program (tool suite) that assists the combination of any two given ontologies into a new one (to be stored in the DOGMA server)

- DOGMA aligner: computer program (tool suite) that creates a relationship between any two given ontologies by means of mapping rules

- DOGMA translator: computer program (tool suite) that is a collection of file format convertors (from and to various DOGMA file formats)

- DOGMA methodology: a specific formal conceptual engineering method for generic ontologies in accordance with the DOGMA ontology framework and software architecture

- DOGMA framework: the underlying overall scientific theory as developed by VUB STAR Lab on how to represent, model, store, work with (humans and computer programs) etc. ontologies, and its associated software architecture

- Omega-RIDL: specific formalism (language) for constraining, validating and querying the DOGMA server for ontological information, based on and closely derived from the so-called RIDL Constraint Language

- Ontology registration authority: process, methods and organization of ontology recommendation, certification and trust management.

Other than by amendment to this Annex B, access rights to all other Pre-Existing Know-How of the Contractor are expressly excluded from the Project.

ANNEX C - Organisational Structure

Contractors

The Contractors of the Consortium are:

1. University of Innsbruck, Institut für Informatik (UIBK), Austria
2. École Polytechnique Fédérale de Lausanne (EPFL), Switzerland
3. France Telecom (FT), France
4. Freie Universität Berlin (FU Berlin), Germany
5. Free University of Bozen-Bolzano (FUB), Italy
6. Institut National de Recherche en Informatique et en Automatique (INRIA), France
7. Centre for Research and Technology Hellas / Informatics and Telematics Institute (ITI-CERTH), Greece
8. Learning Lab Lower Saxony (L3S), Germany
9. National University of Ireland Galway (NUIG), Ireland
10. The Open University (OU), UK
11. Universidad Politécnica de Madrid (UPM), Spain
12. University of Karlsruhe (UKARL), Germany
13. University of Liverpool (UniLiv), UK
14. University of Manchester (UoM), UK
15. University of Sheffield (USFD), UK
16. University of Trento (UniTn), Italy
17. Vrije Universiteit Amsterdam (VUA), the Netherlands
18. Vrije Universiteit Brussel (VUB), Belgium

The Managing Director may employ additional staff for the execution of specific tasks, such as the development of the network/Knowledge Web infrastructure.

ANNEX D - Recipients for Notices

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ANNEX E - Accession Form

ACCESSION TO THE CONSORTIUM AGREEMENT

[full name and legal form of the contractor], represented for the purpose hereof by [name of authorised representative] hereby consents to become a Contractor within the Consortium relating to the Project entitled **Knowledge Web** for which Project the Contract n° 507482 has been concluded between the Commission of the European Community and Universität Innsbruck (UIBK) and accepts in accordance with the provisions of the Consortium Agreement all the rights and obligations of a Contractor as defined in that Consortium Agreement.

Name of Legal Entity: [full name of the contractor]

Name of legally authorised representative: (written out in full)

Title of legally authorised representative: [title]

Signature of legally authorised representative:

Date: