

CONSORTIUM AGREEMENT FOR THE NETWORK SOFTCOMP

New Version (Final)

05/21/2008

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This AGREEMENT is made on <DD-MM-YYYY>

BETWEEN

- (1) **FORSCHUNGSZENTRUM JÜLICH GMBH** hereinafter referred to as "**FZJ**", Leo-Brandt-Str., D-52425 Jülich (Germany) = *CO-ORDINATOR*, represented by Christian Naumann, Head of the Law and Patents Division, and Prof. Dieter Richter, Institute of Solid State Research (IFF)
- (2) **JOHANNES GUTENBERG-UNIVERSITÄT** hereinafter referred to as "**JoGu**", Saarstr. 21, D-55128 Mainz (Germany), represented by its authorized representative Dr. K.P.C. Spath, Head of Department R&D
- (3) **HEINRICH-HEINE-UNIVERSITÄT DÜSSELDORF** hereinafter referred to as "**HHU**", Universitätsstr. 1, D-40225 Düsseldorf (Germany), represented by its authorized representative Dr. Ulf Pallme Koenig, Chancellor and/or Dr. Thole
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- (5) **UNIVERSITÄT ZU KÖLN** hereinafter referred to as "**UKOELN**", Albertus-Magnus-Platz, D-50923 Köln (Germany), represented by its authorized representative Ms LRDin Gabriel, Vice Director of Administration and Finance
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- (7) **UNIVERSITY OF LEEDS** hereinafter referred to as "**UnivLeeds**", Woodhouse Lane, Leeds LS2 9JT (United Kingdom), represented by its authorized representative Mr. Martin Hamilton, European Officer
- (8) **THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH** hereinafter referred to as "**UEDIN**", incorporated under the Universities (Scotland) Acts and having its principal office at Old College, South Bridge, UK-Edinburgh EH8 9YL (United Kingdom), represented by its authorized representative Mr. Derek Waddell, Director of Research Services
- (9) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** hereinafter referred to as "**Oxford University**", registered at University Offices, Wellington Square, UK-Oxford OX1 2JD (United Kingdom), represented by its authorized representative Mr Pierre Espinasse, Deputy Director, Research Services
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- (11) **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE** hereinafter referred to as "**CNRS**", Rue Michel-Ange 3, F-75794 Paris (France), represented by its authorized representative Mr Philippe Leconte, Délégué Régional Aquitaine Limousin
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- (14) **UNIVERSIDAD DEL PAIS VASCO / EUSKAL HERRIKO UNIVERSITATEA** hereinafter referred to as **"UPV/EHU"**, B. Sarriena s/n, E-48940 Leioa, Bizkaia (Spain) represented by its authorized representative Prof. Miguel A. Gutierrez Ortiz, Vice-Rector
- (15) **DANMARK TEKNISKE UNIVERSITET (TECHNICAL UNIVERSITY OF DENMARK)** hereinafter referred to as **"DTU"**, Building 101 A, 2800 Lyngby (Denmark), represented by its authorized representative Claus Nielsen, University Director
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- (17) **A. MICKIEWICZ UNIVERSITY** hereinafter referred to as **"AM University"**, Poznan (Poland), represented by its authorized representative Professor Marek Kręglewski, Vice-Rector
- (18) **UNIVERSITY OF FRIBOURG** hereinafter referred to as **"UFRI"**, Avenue de l'Europe 20, 1700 Fribourg (Switzerland), represented by its authorized representative Prof. Guido Vergauwen, Rector
- (19) **ECOLE SUPERIEURE DE PHYSIQUE ET DE CHIMIE INDUSTRIELLES DE LA VILLE DE PARIS** hereinafter referred to as **"ESPCI"**, 10, rue Vauquelin, 75231 Paris Cedex 05 (France), represented by its authorized representative Professor Jacques Prost, Director of ESPCI

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

- (20) **DOW BENELUX B.V.** hereinafter referred to as **"DOW"** Herbert H. Dowweg 5, 4542 NM Hoek (The Netherlands), represented by its authorized representative Mr. C. Bosman, R&D Director
- (21) **SCHLUMBERGER CAMBRIDGE RESEARCH LIMITED** hereinafter referred to as **"SCR"**, High Cross, Madingley Road, Cambridge CB3 0EL (United Kingdom), represented by its authorized representative Ms. Sarah Read, Chief Accountant, SCR
- (22) **UNILEVER UK CENTRAL RESOURCES LIMITED** hereinafter referred to as **"Unilever"**, having its registered office at Unilever House, Blackfriars, London EC4 (United Kingdom), represented by its authorized representative Ms Linda Edwards, External Research Co-ordinator
- (23) **RHODIA RECHERCHES ET TECHNOLOGIES** hereinafter referred to as **"RHODIA"**, 26, Quai Alphonse Le Gallo, 92100 Boulogne-Billancourt (France), represented by its authorized representative Mr. Jean Gauthier-Lafaye, Scientific Director

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

both kinds of parties hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Network of Excellence entitled

Soft Matter Composites – An approach to nanoscale functional materials

in short

SoftComp

WHEREAS:

Preamble

The Parties, having considerable experience in the field concerned, are jointly participating in the Network of Excellence SoftComp, which was funded as part of the Sixth Research and Technological Development Framework Programme. The Consortium Agreement concluded on 28th of January 2004, the Network of Excellence is based on, will stay in force and govern the relations between the *Parties* having signed that Consortium Agreement until the end of the grant awarded by the European Union. In case of conflict between this Consortium Agreement or parts of it and the Consortium Agreement concluded on 28th of January 2004, the latter will have precedence while it is in force.

This Network aims to establish a knowledge base for an intelligent design of functional and nanoscale soft matter composites. The overriding concern of SoftComp is to overcome the fragmentation along disciplinary and materials lines of this extremely important field for the development of new materials at the interface of non-living and living matter. The Network unites many of the very best European research groups from the traditionally separated soft matter fields. It furthermore connects these academic groups with a sizeable fraction of Europe's most important industry dealing with such materials.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

Words defined appear in italics.

1. **"Access rights"** means licences and user rights to *knowledge* or *pre-existing know-how*.
2. **"Activity-Plan"** means the description of the work to be carried out in order to implement the *Research Road Map* by the *Parties*. It provides a description of the work to be carried out over a 24-month period, without any payment obligations on any of the parties hereto. The updates are decided by the *Network Governing Board*.
3. **"Affiliate"** means any entity which is directly or indirectly owned or controlled by, or owns, controls or is under the same ownership or control as any of the *Parties* save in the case of Unilever, where this definition shall also include the companies of the Unilever group owned or controlled by Unilever PLC in London and Unilever NV in Rotterdam. Ownership or control exists through the direct or indirect:
 - Ownership of more than 50 % of the nominal value of the issued equity share capital, or
 - 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, or
 - Ownership of more than 50 % of the shares and the right to control management or operation of the undertaking through contractual provisions.

Any entity shall be deemed to be an *Affiliate* only as long as the above defined ownership or control continues. An undertaking shall no longer be deemed an *Affiliate* in case of a change in the ownership or control of the *Party* during the term of this Agreement unless the *co-ordinator* agrees otherwise.

Ownership or supervision by the same public body shall not, in itself, constitute a relationship as an *Affiliate*.

Affiliates may be listed in Annex A to this agreement. Only these listed entities are treated as *Affiliates* unless additional entities are notified by the relevant *Party*.

4. **"Co-ordinator"** means the *Party* executing the Network management in addition to its obligations as a *Party*.
5. **"Co-ordinator's representative"** means an individual person at the senior leadership level appointed by the *co-ordinator* as the chairperson of the *Network Governing Board*.
6. **"Defaulting Party"** means a *Party* breaching its obligations of this Consortium Agreement or in performing the *Activity-Plan* or the *Research Road Map*.
7. **"Deliverables"** means reports, including progress reports and certified audit reports, as well as Hardware and *Software* referred to in this Consortium Agreement that have to be delivered to the *co-ordinator*, and to the sub-project co-ordinator(s), if any.
8. **"Dissemination"** means the disclosure of *knowledge* by any appropriate means other than *publication* resulting from the formalities for protecting *knowledge*.
9. **"Group"** means a team out of one *Party*, which is working on one research project. One *Party* can attend the Network with several *groups*. The *groups* are listed in Annex B.
10. **"Host"** means one *Party* giving the possibility to the scientist of another *Party* (*visitor*) to use its expertise and/or equipment.
11. **"Indirect utilisation of knowledge"** in this Agreement's definition of *use* includes, for and on behalf of the *Party* concerned, *use* by having products and/or services developed, made and/or provided.
12. **"IPR Council"** is the panel of arbitration amongst the *Parties* concerning Intellectual Property Rights.
13. **"Joint Research Infrastructure"** comprises the *Party's* equipment available also for the use by other *Parties*. SoftComp does not provide a financial support for running the equipment. In the case that the SoftComp *Co-ordinator* will have enough funds available to purchase new equipment in the interest of the whole Consortium, the corresponding SoftComp funds will be

transferred to the *Party* which will buy and run the equipment. The equipment will belong to the *Party* in charge of it.

14. **"Knowledge"** means the results, including information, whether or not they can be protected, arising from the Consortium, as well as copyrights or rights pertaining to such results following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.
15. **"Legitimate interest"** means a *Party's* interest of any kind, particularly a commercial interest which may be claimed in the cases provided for in this Agreement. To this end the *Party* must prove that failure to take account of its interest would result in its suffering disproportionately great harm. For clarity, the foregoing shall be wholly satisfied for industrial *Parties* by a likelihood of it suffering any adverse consequence on any of its marketplaces.
16. **"Limited Source Code Access"** means
 - a) access to the Object Code; and,
 - b) where normal use of such an Object Code requires an Activity-Plan, access to the Object Code and such an Activity-Plan; and,
 - c) if neither a) nor b) is available, access to the *Source Code*, subject to such reasonable protections as the owner *Party* may impose.
17. **"Needed"**: *Access rights* are regarded as *needed* when a *Party* can demonstrate that without *access rights* to another *Party's* *pre-existing know-how* or *knowledge*, the performance of its own work package for the project would be technically impossible or materially impaired.
18. **"Network Advisory Board"** means the advisory committee of the *Network Governing Board* that can be constituted upon the decision of the *Network Governing Board*.
19. **"Network Area"** means any *Network Area* created by decision of the *Network Governing Board* in accordance with the provisions of this Consortium Agreement. These *Network Areas* are listed in connection with the work breakdown structure in the *Activity-Plan*.
20. **"Network Area Chairperson"** means the responsible person who will carry out the co-ordination tasks and who represents the *Network Area* in the *Network Co-ordination Committee*.
21. **"Network Co-ordination Committee (NCC)"** means the Consortium management decision-making body established in accordance with Section 5.4.
22. **"Network Governing Board (NGB)"** is the principal decision-making body of the Network and shall comprise all *Parties*.
23. **"Network Office"** means the administrative unit which supports the *co-ordinator* and the *Network Co-ordination Committee* in the Consortium management.
24. **"Network Officers"** are the responsible persons for the special non-scientific Network-activities, such as for example dissemination, education and industrial liaison.
25. **"Network Research Platforms"** bring together infrastructure and resources of the *Parties* in given sectors in order to integrate the activities in line with the goals of this Network.
26. **"Network Research Platform Leader"** means the responsible person who will carry out the co-ordination tasks and who represents the *Network Research Platform* in the *Network Co-ordination Committee*.
27. **"Network Shares"** means shares of the Network which are proportional to the fee paid.
28. **"Network Task-Forces"** will support and advise the *Network Co-ordination Committee* on specific issues (IPR; Technology Transfer; Gender Aspects etc.)
29. **"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*.
30. **"Party"** means each participant, which has signed this Agreement. A *Party* takes part in the Network through the involvement of *groups*.
31. **"Pre-existing know-how"** means the information which is held by *Parties* prior to the conclusion of the Agreement, or acquired in parallel with it, as well as copyrights or rights

pertaining to such information following applications for, or the issue of, patents, designs, plant varieties, supplementary protection certificates or similar forms of protection listed in Annex D. It means the *know-how* accumulated and developed solely within the specific research group or research department or research institute of each *Party* directly involved in carrying out the *Research Road Map* and shall not extend beyond that.

32. **"Publication"** means all and any communication disclosed by means of publications, presentations or otherwise and includes disclosures orally, visually or in writing, including but not limited to specifications, drawings, graphics, circuit diagrams, plans, models, patent applications, documents, reports, information, techniques and know-how, by whichever media, including articles in learned journals, newspapers and magazines, conference papers, educational material, tapes, discs, CD ROMs and other computer-readable media, presentations, and Internet *publications* (except for web *publications* on the Consortium's restricted web site which have been properly approved by any *Party* that may be adversely affected thereby).
33. **"Research Road Map"** describes the main research directions the Network has agreed upon, without imposing any payment obligations upon any of the *Parties* hereto. The *Research Road Map* is updated every 24 months. The updates are decided by the *Network Governing Board*.
34. **"Services"** means standard preparations, measurements or research work carried out by one *Party* upon request of another or more *Party/Parties*, although the *Party* carrying out the work has no specific scientific interest.
35. **"Software"** means software programmes, being sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression. For the avoidance of doubt, *Software* may be *knowledge* or *pre-existing know-how*.
36. **"Software Documentation"** means *Software* information, being technical information used for, useful in, or relating to the design, development, *use* or maintenance of any version of a software programme.
37. **"Source Code"** means *Software* in human readable form normally used to make modifications to it including, but not limited to, comments and procedural codes, such as job control language and scripts to control compilation and installation.
38. **"Source Code Access"** does not include any right to receive *Source Code* ported to a certain Hardware platform, but only as available from the *Party* granting the *Source Code Access*.
39. **"Use"** means the direct or *indirect utilisation of knowledge* and *pre-existing know-how* in research activities or for developing, creating and marketing a product or process or for creating and providing a service.
40. **"Visitor"** means the scientist of one *Party* using the expertise or the equipment of another *Party (host)*.

Section 2: General Principles

2.1 Subject

The subject of this Agreement is to specify the organisation of the work between the *Parties* and the management of the Network, to define rights and obligations of the *Parties*, including, but not limited to, finance, liability and indemnification.

2.2 Mission Statement

The mission of SoftComp is to provide a sustainable environment for the integration of leading European research groups in the field of Soft Matter Composites as detailed in the *Research Road Map* with a clear vision for research, *dissemination*, education and industrial outreach for the medium-long term.

The main objectives of SoftComp are:

- better science through interdisciplinary communication and joint projects
- better science through access to joint infrastructure
- interdisciplinary education of the next generation of soft matter scientists
- scientific basis for soft matter related technology and industry

In order to achieve the main objectives described in the *Research Road Map* and the corresponding *Activity-Plan*, SoftComp uses the following instruments:

- a) Access to research platforms, including
 - Exchange of samples,
 - Mutual use of scientific instrumentation and
 - Use of computational facilities and theoretical expertise
- b) Exchange of scientists
- c) Web-based communication
- d) Joint *dissemination* programme
- e) Joint education programme
- f) Industrial outreach
- g) Public outreach

2.3 Agreements on Integration

- a) This Agreement shall be applicable to all activities agreed upon amongst the *Parties* pursuant to the *Activity-Plan*.
- b) Nothing contained in this Agreement shall constitute or be deemed to constitute either a partnership or any formal business organisation or legal entity between the *Parties*. Each *Party* shall act as an independent party and not as the agent of any of the other *Parties* or on behalf of the Network. Nothing contained in this Agreement shall be construed as constituting or organising the sharing of profits or losses arising out of the efforts of any other *Party* hereunder.
- c) Any participation as a *Party* in this Network requires the signature of this Consortium Agreement.
- d) In order to achieve the purpose of this Agreement, *Parties* may conclude additional agreements on integration of their activities and/or assets. In such case, explicit agreements in writing shall be required detailing the *Parties'* rights and obligations. Those agreements shall be in line with this Agreement.

2.4 Duration

- a) This Agreement shall come into force on 1st of December 2007.
- b) The term of the Agreement is five (5) years from the effective date and is repeatedly prolonged by another year unless the *Parties* stipulate different conditions.
- c) This Agreement can be terminated in accordance with section 14.
- d) For new *Parties* acceding to this Consortium, this Agreement shall come into force as from the date of their signature to this Agreement. Any new *Parties* wishing to accede to this Agreement shall comply with the provisions of section 14.

Section 3: Project Organisation and Management Structure

3.1 General Structure

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

- a) **Network Governing Board** as the ultimate decision-making body of the Consortium at the Strategic Level, under the conditions set forth in Section 5.3.
- b) **Network Co-ordination Committee** as the supervisory body at the Executive Level for the execution of the Network which shall report and be accountable to the *Network Governing Board* under the conditions set forth in Section 5.4.
- c) **Network Areas** structure the Network to facilitate the organisation and management.
- d) **Network Area Chairpersons** are the managers of the *Network Areas* and members of the *Network Co-ordination Committee*.
- e) **Co-ordinator** is authorised to execute the Network management, shall report and be accountable to the *Network Co-ordination Committee* (which shall in turn report and be accountable to the *Network Governing Board*) under the conditions set forth in Section 5.5.
- f) **Network Office** shall be established by the *Network co-ordinator*. It shall provide the necessary support for day-to-day Network management for the *Network Co-ordination Committee*.
- g) **Network Task Forces** can be established by the *Network Co-ordination Committee* to deal with specific issues or problems. The task forces support the *co-ordinator* and the *Network Co-ordination Committee* in coordinating and managing the Consortium.
- h) **Network Research Platforms** facilitate the organization of the Network research infrastructures under the conditions set forth in Section 5.7.
- i) **Network Research Platform Leaders** are the managers of the *Network Research Platforms* and members of the *Network Co-ordination Committee*.
- j) **IPR Council** is the panel of arbitration with power to decide disputes amongst the *Parties* concerning Intellectual Property Rights.
- k) **Industrial Liaison and Exploitation Committee** ensures effective communication between industrial *Parties* and academic *Parties* in SoftComp as a whole, in order to allow direction to be suggested to academic *Parties* which would be most industrially fruitful as well as to ensure maximal awareness of relevant academic developments amongst the industrial *Parties*, under the conditions set forth in section 5.8.

3.2 The Parties' Representatives

Each *Party* agrees to nominate representatives to the different decision-making bodies.

The representatives to the *Network Governing Board* should be of senior leadership level. The *co-ordinator* shall appoint as the chairperson of the *Network Governing Board* a person at the senior leadership level. In addition to chairing the *Network Governing Board*, the *co-ordinator's representative* should also chair the *Network Co-ordination Committee*, but can delegate this function for regular meetings.

Section 4: Responsibilities of each Party

4.1 General Responsibilities

Each *Party* hereby undertakes with respect to other *Parties* to use its reasonable endeavours to perform and fulfil, promptly, actively and on time all of its obligations under this Agreement, especially its obligations following from the *Research Road Map*.

4.2 Responsibilities towards the co-ordinator and the Network Co-ordination Committee

Each *Party* undertakes to use its reasonable endeavours to supply promptly to the *co-ordinator* via the chairperson of the appropriate *Network Area* all such information or documents as the *co-ordinator* and the *Network Co-ordination Committee* need to fulfil obligations pursuant to this Agreement. For clarity, the foregoing requirement shall not impose on any *Party* any requirement to disclose information which may be prejudicial to any commercial activity of it or its *Affiliates*.

4.3 Obligations of the Parties towards each other

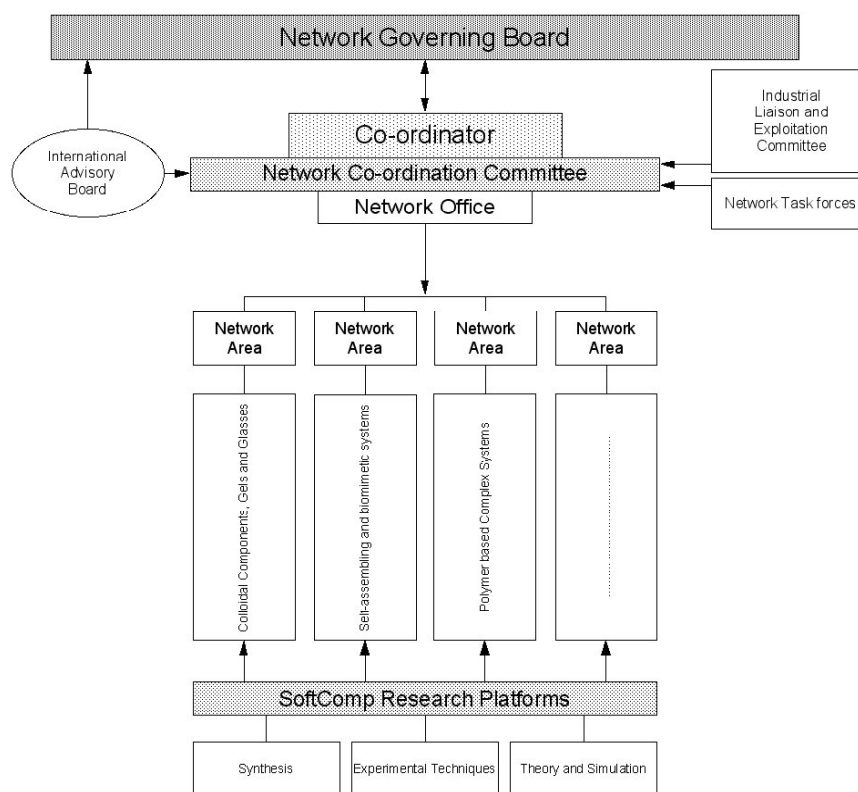
- a) Each *Party* undertakes reasonable endeavours to notify promptly the *co-ordinator* via the appropriate *Network Area Chairperson* of any significant problem and delay likely to affect the success of the Consortium. The *co-ordinator* shall inform the other *Parties* of relevant communications it receives.
- b) Each *Party* shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and to endeavour to correct promptly any error therein of which it is notified in writing. The recipient *Party* shall be entirely responsible for the use to which it puts such information and materials.
- c) Each *Party* agrees not to use knowingly, as part of a *deliverable* or in the design of such *deliverable* or in any information supplied hereunder, any proprietary rights of a third party for which such *Party* has not acquired the right to grant licences and user rights to the other *Parties* in accordance with this Agreement. For clarity, nothing in this agreement shall impose any requirement to conduct any patent clearance activity.
- d) Each *Party* grants access to any other *Party* within the Network to the equipment financed by the focussed funding of the European Union.

4.4 Performance by third parties

- a) Each *Party* shall be fully responsible for the performance of any part of the *Activity-Plan* in respect of which it enters into any agreement with a third party (e.g. a subcontractor) and shall ensure such contracts enable fulfilment of this Agreement.
- b) Subject to its sole discretion, a *Party* may also utilize its *Affiliates* in completing tasks and objectives under the Network. Such *Affiliates* shall enjoy no independent status in the Consortium and are simply deemed an agent of the *Party*, which shall remain responsible for such tasks and objectives.
- c) Each *Party* shall endeavour that, subject to any existing or future contractual restrictions, it will be able to grant *access rights* and fulfil the obligations under this consortium agreement notwithstanding any rights of its employees, or persons it engages to perform part of its work package, in the *knowledge* or *pre-existing know-how* they create.

Section 5: Authority and Obligations

5.1 Schematic presentation of the Network Management Structure



5.2 Procedure for the establishment of the Research Road Map and the related Activity-Plan

The *Network co-ordinator* and the *Network Co-ordination Committee* will have a central role in the decision making process advised by the different *task forces*. They will submit all proposals to the *Network Governing Board*. Following the decisions of the *Network Governing Board*, the *Network Co-ordination Committee* will control the budget in terms of central fund in order to steer the Network. The *Network Governing Board* should approve this budget annually. Furthermore the different *Parties* commit adequate resources in terms of personal and scientific infrastructure as they consider appropriate in order to execute the *Research Road Map*.

Given the legal and administrative support and the financial means of the *Network Co-ordination Committee*, it should be able to avoid bottlenecks. Possibly legal issues are dealt with in the Consortium Agreement and the associated legal expertise connected with the *Network Office*. The central role of the *Network Co-ordination Committee* should allow efficient decision making and steering of the network.

An important part of the decision process is the agreement on the biannual update of the *Research Road Map* and the related *Activity-Plan*. It will take the following procedure:

- The *Network Area Chairpersons* and the *Network Officers* design a plan for the activities within their scientific and competence area for the next 24 months including in particular the update of the respective *Research Road Map*. This plan will be submitted to the *Network Co-ordination Committee* for review.
- The *Network Co-ordination Committee* will evaluate these proposals, check for possibilities for inter-area interactions, and identify cross-area topics.
- With feedback from the *Network Area Chairpersons* and the international advisory board, the *Network Co-ordination Committee* makes a proposal for the next update of the *Research Road Map* and the related *Activity-Plan*, to be discussed at the *Network Governing Board* meeting.

- d) The *Network Governing Board* discusses the proposed updated *Research Road Map* and the related *Activity-Plan* during its annual meeting, modifies or amends the proposal if necessary, and accepts the final version of the *Research Road Map* unanimously, the rest of the *Activity-Plan* with a double majority. Furthermore future needs in infrastructure as they may arise from the developing *Research Road Map* are to be discussed annually at consortium level and the list of instruments is annually updated accordingly.

Neither the approved *Research Road Map* nor the related *Activity-Plan* can impose any payment obligations on any Party hereto.

- e) On the basis of the accepted *Activity-Plan*, the budget will be allocated to the various programmes.

5.3 The Network Governing Board

5.3.1 Responsibility

- a) The decisions of the *Network Governing Board* are binding on all *Parties* in the network-related matters described in section 5.3.2.
- b) In the remaining cases, the *Network Co-ordination Committee* has the authority to make decisions.

5.3.2 Decisions

The *Network Governing Board* decides on matters relating to:

- the final approval of the *Activity-Plan* and the updated *Research Road Map*.
- all Network budget-related matters,
- the acceptance of new *Parties* as well as the exclusion of *Parties*,
- the structure and restructuring of the Network, *Network Areas* and *Network Research Platforms*,
- the premature completion/ termination of the Network and *Network Areas*, and
- the alteration of the Agreement, including amendments.

5.3.3 Members

- a) All *Parties* shall be entitled to send one voting representative to the *Network Governing Board*.
- b) The representative should be of senior leadership level.

5.3.4 Advisory Board of the Network Governing Board

The *Network Governing Board* can appoint an *Advisory Board*. This Board consists of a maximum of nine (9) persons from the relevant scientific area (industry and research). The Board advises the *Network Governing Board* on all scientific matters of substance. The confidential information of any *Party* shall be disclosed to members of any *Advisory Board* only with the written agreement of that *Party* and, at its option, subject to receipt of a binding confidentiality undertaking by such member(s) of the *Advisory Board* in favour of such *Party*.

5.3.5 Preparation and Organisation of the Meetings

The chairperson of the *Network Co-ordination Committee* shall provide an agenda to all the *Parties* not later than 21 days in advance of the relevant *Network Governing Board* meeting. The agenda must give full details and background to any proposed decision. No decision may be made in relation to any matter not mentioned in the agenda unless agreed by unanimous consent of all the *Parties*.

The *Network Governing Board* shall be formally convened and chaired by the *co-ordinator's representative*.

5.3.6 Ordinary Meetings

Ordinary meetings of the *Network Governing Board* shall be convened at least once a year, on which occasion the *Network Governing Board* shall consider the report of the *Network Co-ordination Committee*, receive and approve the accounts for the past (financial) year, approve the budget and *Activity-Plan* as well as acceptance of new *Parties* or withdrawals or exclusion of *Parties*.

5.3.7 Extraordinary Meetings

Extraordinary meetings of the *Network Governing Board* may be convened either by the chairperson or at the request of more than one *Network Area* or on request of the majority of the *Parties*.

5.3.8 Rules of Voting

Ordinary and extraordinary meetings of the *Network Governing Board* shall constitute a quorum if more than 2/3 of the *Parties* are present or duly represented by proxy.

Network Shares will be proportional to the participation fee of the different *Parties* in the Network.

Decisions relating to issues listed in Section 5.3.2 need a double majority of two thirds (2/3) of the Network Shares as well as two thirds (2/3) of all *Parties*, unless otherwise stipulated expressly. For all other matters a double majority – both, a majority of Network Shares and a majority of *Parties* – is required.

An industrial *Party* may issue a veto only in the case of a decision to accept a new industrial *Party* in the Consortium if a substantial threat to its commercial or strategic interests is likely to exist which cannot be resolved by any other measure. For clarity, substantial threats include but are not limited to that said proposed *Parties* are competitors in its areas of commercial activity.

5.3.9 Minutes of Meetings

Minutes of the meetings of the *Network Governing Board* shall be submitted to all *Parties* without delay. The minutes shall be considered as accepted by the *Parties* if, within fifteen (15) calendar days from receipt, no *Party* which was represented at the relevant meeting has objected in a traceable form to the *co-ordinator*.

5.4 Network Co-ordination Committee

5.4.1 Members

The *Network Co-ordination Committee* shall be chaired by the *co-ordinator's representative*. The *co-ordinator's representative* can delegate this function for regular meetings.

Members of the *Network Co-ordination Committee* shall be:

- The *co-ordinator's representative*,
- the *Network Area Chairpersons*,
- the Research Platform Leaders,
- the *Dissemination Officer*,
- the Educational Officer,
- the Gender Officer,
- the Network Manager,
- the Industrial Liaison and Exploitation Officer and
- two (2) representatives of industrial *Parties*, appointed by the *Network Governing Board*.

Each member shall have a named deputy who may act as their proxy.

A number of industrial observers can be appointed by the *Network Co-ordination Committee*.

5.4.2 Relation to the Network Governing Board

Under the control of, and in compliance with the decisions of the *Network Governing Board*, the *Network Co-ordination Committee* shall co-ordinate the Network.

5.4.3 Network Task Forces

In order to find solutions for general problems affecting various *Network Areas*, the *Network Co-ordination Committee* can make use of task forces to elaborate proposals and for management support. The task forces are formed on an ad hoc basis for specific topics.

5.4.4 Meetings

The Network Co-ordination Committee shall meet at least every six (6) months. Extraordinary meetings may be called at any other time at the request of its chairperson or by at least two (2) Members of the *Network Co-ordination Committee*.

Meetings shall be convened by the chairperson with at least fifteen (15) calendar days' prior notice including an agenda.

5.4.5 Responsibilities

The *Network Co-ordination Committee* shall be responsible for:

- a) proposing the updated *Research Road Map* and the related *Activity-Plan* for approval by the *Network Governing Board*,
- b) implementing budget transfers in accordance with the *Activity-Plan* and with the *Network Governing Board* and *Network-Coordination Committee* decisions,
- c) proposing changes in budget and members to the *Network Governing Board*,
- d) providing Network management in relation to the activities of the task forces on technical, financial and/or exploitation/*dissemination* issues, as applicable,
- e) addressing situations in which a *Party* defaults to prior agreement, especially to its obligations following from the *Research Road Map*,
- f) agreeing on press releases and joint *publications* (without prejudice to section 11) by the *Parties* with regard to the Network and
- g) agreeing (without prejudice to section 11) on procedures and policies for the appropriate *dissemination of knowledge* from the Network which is not to be used by the *Parties*.

5.4.6 Rules of Voting

All decisions shall be taken by majority of the members of the *Network Co-ordination Committee* except of section 5.4.5 e), where the decision shall be taken unanimously. *Defaulting Parties* shall have no voting rights.

Any decision requiring a vote at a *Network Co-ordination Committee* meeting must be in the pre-meeting agenda, unless there is an unanimous agreement to vote on a decision at that meeting and three-quarters (3/4) of the members of the *Network Areas* are present or represented.

5.4.7 Minutes of Meetings

Minutes of the meetings shall be transmitted to the members of the *Network Co-ordination Committee* without delay. The minutes shall be considered as accepted, if within fifteen (15) calendar days from receipt no *Party* who was at the relevant meeting has objected in a traceable form to the *co-ordinator*.

5.4.8 Extraordinary Cases

The *Network Co-ordination Committee* may in extraordinary cases take decisions through its chairperson consulting with all members via teleconference and/or via email, phone etc. These decisions must be ratified by an ordinary meeting.

5.5 Co-ordinator

5.5.1 Election and Dismissal

- a) The *Network Co-ordination Committee* proposes a *Party* as the *co-ordinator* to the Network. The *Network Governing Board* holds a vote on the *co-ordinator*. The recommended *Party* is elected for three (3) years, if it accepts the post. Re-election is possible.
- b) The *co-ordinator* resigns from the post, if
 - (1) the *Party's* membership is terminated according to section 14.2,
 - (2) it notifies six (6) months in advance its intention to withdraw from the post of the *co-ordinator*,
 - (3) it is excluded from the post of the *co-ordinator*. This is possible for just cause. The procedure is the following:
 - The *Network Co-ordination Committee* proposes the dismissal of the *co-ordinator* to the Network,
 - the termination is approved by the *Network Governing Board*.

The Exclusion will not become operative before the Network has elected a new *co-ordinator* according to a).

5.5.2 Rights and Obligations

- a) The *co-ordinator* manages the trust funds in accordance with the *Activity-Plan* and with the *Network Governing Board* and *Network-Coordination Committee* decisions. The *co-ordinator* is not obliged to conclude and/or to fulfil any agreement for which the financing is not assured.
- b) The *co-ordinator* is responsible for the administration.
- c) The *co-ordinator* shall in particular be responsible for:
 - (1) timely compilation of the biannual report,
 - (2) timely collection of a financial audit certificate on the use of the budget and preparing the annual Network budget for transmission to the *Network Governing Board*,
 - (3) alerting the *Network Co-ordination Committee* and the *Network Governing Board* in case of non-delivery and/or default,
 - (4) performing in due diligence its tasks in the proper administration of the Network budget,
 - (5) administering and forwarding any unilateral requests for the termination of the Agreement by one *Party* to the *Network Governing Board*,
 - (6) maintaining and communicating the address list as defined in section 17 and Annex B of this Agreement.
 - (7) overall management of the Network with the support of a *Network Office*, if necessary,
 - (8) chairing the *Network Co-ordination Committee* and the *Network Governing Board*, and
 - (9) preparation of the meetings and decisions of the *Network Governing Board* and the *Network Co-ordination Committee*.

5.5.3 No power of representation

Neither the *co-ordinator*, nor any of its *representatives* shall be entitled to act or to make legally binding declarations on behalf of the *Parties* to the Network altogether or on behalf of a single *Party* to this Agreement other than stated above or to enlarge its role beyond the one described herein.

5.6 Network Areas

5.6.1 Structure

To facilitate its organisation and management, the Network is structured in *Network Areas* which together comprise the Network. This structure is approved by the *Network Governing Board*.

Each *Network Area* shall propose a Chairperson to represent the *Network Area* in the *Network Co-ordination Committee* and to coordinate the work along the *Research Road Map*. The Chairperson will be appointed by the *Network Governing Board*. The *Network Area Chairperson* is elected for three (3) years, if it accepts the post. Re-election is possible.

The Chairperson will convene annual meetings of the respective *Network Area* members in order to review the work done and to plan future activities.

5.6.2 Responsibilities of the Network Area Chairpersons

Each *Network Area Chairperson* shall be responsible for its own organisational arrangements, work procedures and time schedule, providing that such arrangements, work procedures and time schedule do not conflict with this Agreement, the *Activity-Plan*, or requests made by the *co-ordinator*, or the *Network Co-ordination Committee*.

5.7 Network Research Platforms

5.7.1 Structure

Network Research Platforms comprise the technical capabilities within the network which will be opened for joint use in a collaborative spirit. The Network comprises *Network Research Platforms* in the following fields:

- Synthesis
- Experimental Techniques
- Theory and Simulation

The *Network Governing Board* creates additional *Network Research Platforms* as far as there is a demand recognized by the *Parties*.

The *Network Research Platforms* will bring together infrastructure, materials and human resources of the *Parties* in given sectors such as synthesis, experimental techniques and modelling in order to integrate activities in line with the goals of this Network.

They continuously evaluate the quality and expertise of the involved groups and entities, to ensure the proper integration of activities, resources and infrastructure across the *Network Areas* by advising the *Network Co-ordination Committee*.

Each *Network Research Platform* shall propose a Leader to represent the *Network Research Platform* in the *Network Co-ordination Committee*. The Leader will be appointed by the *Network Governing Board*. The *Network Research Platform Leader* is elected for three (3) years, if it accepts the post. Re-election is possible.

The Leaders will convene annual meetings of the respective *Network Research Platform* members in order to review the common use and future needs in these areas. Future needs are discussed as mentioned in 5.2 d).

The *Network Research Platform* Leaders are members of the *Network Co-ordination Committee*.

5.7.2 Access

5.7.2.1 Principles

The goal of the *Network Research Platforms* is to enable and regulate the access of the different *Parties* within the Network to the equipment and research expertise present at the different *Party* institutions including the minimum number of days devoted to the SoftComp *visitors*. The long-term goal of the *Network Research Platforms* is the formation of a joint research infrastructure for the benefit of the *Network Parties*.

Access Priority is given to *Activity-Plan*-projects derived from the *Research Road Map*. Details are regulated in 5.7.2.2.

The list must be updated by the *Network Research Platform Leaders* annually. It is published in its actual version on the web.

5.7.2.2 Procedure of access

There are two possibilities for accessing the *Network Research Platforms*:

- a) The *Parties* come directly to a mutual agreement.
- b) The requester contacts the *Network Research Platform Leader*; the Platform Leader should
 - direct the request to the *host(s)* with the potentiality for the preparations or
 - redirect the request to the *Party* with the enquired materials already available;

In all cases, it is then upon the requester and the *host* to reach an agreement.

E-access is facilitated through the corresponding website.

5.7.2.3 Right to refuse access

No request to collaborative work or service shall be unreasonably denied. In order to deny, the refusing *Party* shall address a written justification to the Research Platform Leader. If the same *Party* refuses access three (3) times, the *Network Governing Board* will discuss the case.

5.7.2.4 Modes of utilisation

The *host* offers the use of joint infrastructure, materials and human resources in one of the following ways:

5.7.2.4.1 Collaborative work

Most frequently, the research will be performed on a collaborative basis, with two or more *Parties* working together on a joint project, aiming for a joint *publication*. It is the intention that the research work is carried out by the *visitor*, in close collaboration with the *host* after receiving sufficient training from the *host*. This educational aspect goes beyond standard collaborative research regularly performed by different research groups and intends to spread expertise among the participating research institutions.

For *Parties* there will be no fee for use of the *Network Research Platforms* although direct costs, such as, for example materials costs, required special sample environment etc, arising from the preparation may be charged. Unless the *Parties* agree otherwise, the *visitor* will cover these costs. The *Parties* involved will agree upon the estimated cost before the measurements take place.

5.7.2.4.2 Services and proprietary research

In special cases one *Party* can request *services*. For such *services* it is not necessary that a researcher of the requesting *Party* visits the *host*. In the case of such *services* additional costs may be charged, including direct operational cost, as well as a reasonable fee. In the case of proprietary research, full costs may be charged. The *Parties* involved should agree on these fees and any other applicable terms beforehand.

5.7.2.5 Training of Users

Training of *visitors*, enabling them to carry out collaborative work and hence to *use* the infrastructure at the *host*, is offered free of charge. *Visitors* may be required by the *host* to attend a laboratory course before being allowed to perform the research work.

5.7.2.6 Schedule of visits

The schedule of the visits will be ultimately decided by the *host*, on the basis of availability of instrumental facilities, related infrastructure and personnel.

5.7.3 Liability

The *host* shall bring to the attention any person accessing its infrastructure within the Network all applicable safety regulations, with which the *visitor* will be expected to comply and, where appropriate, shall be responsible for the adequate training of any such person.

In the event of any claim or liability arising from the act or omission of the *visitor* whilst accessing such infrastructure, the home institution of the *visitor* shall be liable for and shall indemnify the *host* in respect of such claim or liability damages only to the extent directly and solely arising from such act or omission and other than to the extent to which such claim or liability shall have arisen directly as a result of a failure on the part of the *host* to provide adequate notice and/or training as aforesaid.

5.7.4 Monitoring

The access to the *Network Research Platforms* is monitored by the *hosts*, who shall inform the Research Platform Leaders on each visit or *service*.

5.8 Additional Officers

The *Network Co-ordination Committee* shall propose a *Dissemination Officer*, an Educational Officer and a Gender Officer to represent the *Parties* in the *Network Co-ordination Committee*. The officer will be appointed by the *Network Governing Board*. The officer is elected for three (3) years, if it accepts the post. Re-election is possible.

5.9 Industrial Liaison and Exploitation Committee

This committee is composed of the industrial *Parties* who are members of SoftComp. The committee will meet, either face-to-face or virtually in teleconferencing, at least once per year. It is open to one representative from each industrial *Party*. The choice of representative is at the discretion of the relevant industrial *Party*. This may change from time to time provided reasonable steps are taken by that *Party* to ensure continuity of agenda. The committee will select from its number one member who will perform the role of Chair of the committee.

The aims of the committee are to ensure effective communication between industrial *Party* and academic *Parties* in SoftComp as a whole, in order to allow direction to be suggested to academic *Parties* which would be most industrially fruitful as well as to ensure maximal awareness of relevant academic developments amongst the industrial *Party*. This is facilitated by holding an Industrial Workshop each year, as well as by attendance of the Chair of the *Industrial Liaison and Exploitation Committee* at relevant Network Co-ordination Meetings. The committee provides a point of reference for the normal business of industrial academic liaison which takes place across all the networks.

Section 6: Membership Fee

The Network is financing on membership fees.

Each *Party* pays a fee for each *group*, registered in the Network (listed in Annex B). There are two (2) levels of membership type (Academic and Industry). The amount of the fee complies with the level of

membership type. It is fixed in Annex C and can be adjusted as necessary by the *Network Governing Board*. The Annex C shall be signed by a representative of each *Party* empowered in this institution to take financial binding decisions.

These resources are provided in the form of money. These contributions are trust funds, managed by the *co-ordinator*. The fee has to be paid four (4) weeks after demand for payment through the *co-ordinator*.

The term of the commitment for the fee starts at the end of the SoftComp EU-grant. On the end of the first term according to 2.4 b) the amount of the fee is revised.

Unspent budget is transferred to the next year.

Section 7: Confidentiality

7.1 Principles

With respect to all information of whatever nature or form as is disclosed to a *Party* in connection with the Network after the signing of the Agreement, but which

- a) is clearly marked "**Confidential**"; or
- b) if disclosed orally or visually, was at the time of disclosure indicated to be confidential and within thirty (30) calendar days reduced to physical form and marked confidential by the discloser

the terms of this section will apply.

Disclosures of the foregoing information by or on behalf of *Affiliates* of industrial *Parties* pursuant to the Consortium shall be considered as disclosures thereof by said industrial *Parties*.

7.2 Obligations

Each *Party* agrees that such information is communicated on a confidential basis.

It shall maintain such information in confidence from the date hereof until five (5) years from the date of the termination of the Agreement or, in cases where its membership ceases before such termination, of its membership to the Network, and not disclose information to any third party, including *Parties* of this Consortium Agreement, without the prior written consent of the discloser of such information, provided that:

such agreement and undertaking shall not extend to any information which the receiving *Party* can show:

- a) was at the time of disclosure to the *Party* published or otherwise generally available to the public, or
- b) has after disclosure to the *Party* been published or become generally available to the public otherwise than through any act or omission on the part of the receiving *Party*, or
- c) was already in the possession of the receiving *Party*, without any restrictions on disclosure, at the time of disclosure to the *Party*, or
- d) was rightfully acquired from others without any undertaking of confidentiality, or
- e) was developed independently of the work under the Agreement by the receiving *Party*.

The *Parties* shall impose the same confidentiality obligations on all of their employees, *Affiliates*, or sub-contractors, who may have access to the confidential information, to the maximum extent and for the maximum duration authorised by law, including, in case of employees, upon the end, or the termination of their employment.

7.3 Communication of Information

Each *Party* agrees that nothing shall prevent the communication of information

- a) as is needed to be communicated to comply with a requirement under applicable law or regulation or a court or administrative order, provided that the complying *Party*
 - shall have 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;
- b) subject to section 7.2, to any other third party insofar as *needed* for the proper carrying out of this Consortium Agreement provided that any disclosure or use thereof is strictly in accordance with the terms of this Agreement;
- c) subject to section 7.2, 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 Network provided that where appropriate such third parties are subject to the obligations of confidence and non-use no less onerous than that set out in this section;
- d) as necessary for industrial *Parties* to disclose to their respective *Affiliates* provided such *Affiliates* are subject to the obligations of confidence no less onerous than that set out in this clause.

7.4 Confidentiality by third parties

With respect to any permitted communication of any of the information referred to in section 7.1 by the recipient *Party* to a third party such *Party* will procure due observance and performance by such third party of the undertakings referred to in section 7.2, and all relevant undertakings in the Agreement and shall remain responsible for any unauthorised disclosures on the part of any such third party/parties.

Section 8: Liability

These liability provisions are applied only when claims, in particular damage claims, arise from activities comprising the *Activity-Plan*. The collaborating *Parties* may agree on other provisions in the absence of other compulsory guidelines.

No direct consideration or compensation shall be provided to *Affiliates* under this Consortium Agreement. *Parties* shall be independently responsible for any consideration provided to its *Affiliates*, and shall be liable for the actions of its *Affiliates* hereunder acting as agents of the *Parties* where such may result in liability of said *Parties* hereunder as if committed by themselves.

- a) The *Parties* shall not be liable for and are not required to hold each other harmless against any personal, material and property damage under this Agreement, unless such damage has been caused intentionally or by gross negligence of their employees and staff. The *Parties* shall also indemnify each other in case of any claim raised by staff members, agents and persons employed by the other *Party* and third parties as a result of damage caused, either by any act or omission of itself and of its employees, agents and subcontractors in performing this Agreement, or because of any products or services created by the *Party* on the basis of *knowledge* resulting from the Network. The *Parties'* liability shall be restricted to damages directly arising from said acts or omissions.
- b) With respect to information or materials supplied by one *Party* to another hereunder, the supplying *Party* shall be under no obligation or liability, and no warranty condition or representation of any kind is made, given or to be implied that the information or materials made available under this Agreement are correct, useful and complete or that their application or *use* does not infringe any third party rights or causes other damage.
- c) Unless otherwise provided for in this Agreement, each *Party* shall be solely liable for any loss, damage or injury to third parties resulting solely from the performance of its obligations under the *Activity-Plan*, from the execution of its assigned tasks in the Network and from its *Use of knowledge* and/or *pre-existing know-how*.
- d) In the event of any action brought by a third party against a *Party* in connection with the performance of this Agreement, the *Network Governing Board* may assist the latter upon

written request. The costs incurred by the *Network Governing Board* in this connection shall be borne by the *Party* concerned.

- e) No *Party* shall be liable for any loss of profit, indirect or consequential loss including, but not limited to, loss of revenue or loss of contracts.

Section 9: Force Majeure

Each *Party* will notify the other *Parties* in writing of any force majeure as soon as possible.

Force majeure shall mean any unforeseeable and exceptional event affecting the implementation of the Network by one or more *Parties*, which is beyond their control or the control of the other *Parties* and cannot be overcome despite their reasonable endeavours.

The *Parties* 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 (6) weeks after such notification, the transfer of tasks shall be carried out.

No *Party* shall be considered to be in breach of its obligation to execute the Network-obligations if it has been prevented from complying by force majeure. Where *Parties* cannot fulfil their obligations to execute the Network due to force majeure, remuneration for accepted eligible costs incurred may be made only for tasks which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

The Network can be suspended or terminated due to force majeure in accordance with the following provisions and the provisions of section 14.

- a) The *Parties* can suspend part or all, of the Network if force majeure or exceptional circumstances, render its execution excessively difficult. During the period of suspension, no costs may be charged to the Network for carrying out any tasks or any part of the Network-obligations which has been suspended. The part of the Network which has been suspended can be taken up again once both *Parties* have agreed on the continuation. Notwithstanding any other modifications, which may be necessary as a result of any such suspension and re-starting of the work, the extension of the duration will be identified by means of a written amendment. Unless otherwise requested by the *Parties*, the extension will be equal to the period of suspension.
- b) The *Parties* may terminate the Agreement if it is established that it will be excessively difficult to continue with all or part of the Network and/or that for technical, financial, economic or scientific reasons the delay or non-execution will be such that the Network is no longer viable.

Section 10: Intellectual Property Rights

The *Parties* acknowledge that they may conclude additional agreements anytime relating to the conduct of scientific research whether or not the subject matter thereof may be within the scope of this Agreement. These additional agreements may contain separate provisions governing ownership of arising Intellectual Property possibly other than stated in this section. By way of clarity, the foregoing may include sponsorship of research, etc. and, in the event of a conflict between the terms hereof and the terms of said additional agreement, the terms of said additional agreement shall prevail.

10.1 Joint invention

10.1.1 Protection of Knowledge

If, in the course of carrying out work within the Network, a joint invention, design or work is made – and more than one *Party* is contributor to it – 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 the relevant patent protection or any other Intellectual Property Right, the *Parties* concerned agree that they may jointly apply to obtain and/or maintain the relevant right.

Costs arising from applications for Intellectual Property Rights shall be borne by each *Party* correspondingly to its share in such joint invention.

The *Parties* concerned shall seek to agree amongst themselves arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis. Until such arrangements are in force, each *Party* concerned shall be entitled to use the right in its own activities and the activities of any *Affiliates* and to license on a non-exclusive basis such right to third parties without consent to the other *Parties* concerned, provided that other *Parties* concerned shall be informed in advance of any licensing to third parties. In case of licensing to third parties, appropriate financial compensation shall be given to the other *Parties* concerned.

Where any inventing *Party* does not agree to proceed to protect such joint inventions, the remaining inventing *Parties* may proceed at their own cost save that they shall grant such non-proceeding *Party* and its *Affiliates* a licence under any resultant intellectual property rights for their own activities only.

10.1.2 Application for a Patent

In respect of the Member States of the European Union, the United States of America, Japan, China and Taiwan, a *Party* (a "notifying *Party*") shall notify the other inventing *Parties* if it does not intend to seek patent protection of any jointly invented *knowledge* arising from the project or if that *Party* intends to waive such protection. The *Parties* may agree upon additional countries.

If the staff member of another *Party* (or *Parties*) is a joint inventor and informs the notifying *Party* in writing within one calendar month of such notice that it wishes to obtain or maintain such protection, the notifying *Party* shall assign to such other *Party(ies)* all necessary rights which it owns, provided

- a) all terms and conditions for such transfer are concluded within 45 days and,
- b) the other inventing *Party(ies)* undertake(s) in writing to bear and pay all patent expenses relating to the *knowledge* and to reimburse the notifying *Party* for all expenses incurring from the day, the interested *Party* informed the notifying *Party* about its wish to obtain or maintain such protection, especially the transfer costs.

Such assignment shall ensure that the *access rights* of all *Parties* will be unaffected. For the avoidance of doubt, the *Party* which assigned its rights shall have at least the same *access rights* as the non-involved *Parties* and shall be deemed granted a perpetual licence to use such *knowledge* for its own internal research purposes.

Where the assignee *Party* shall use the assigned *knowledge* for a commercial return, the assignor *Party* is entitled to a share of any exploitation proceeds arising therefrom, if agreed in writing beforehand.

Such share to reflect the respective inputs of the *Parties* to the generation of the *knowledge* in question, the costs of acquiring and maintaining intellectual property protection of such *knowledge* and the costs of such commercial exploitation, shall the involved *Parties* agree in writing. For clarity, the foregoing is to allow the possible assignee *Party* to know its contingent payment obligations and, if any such agreement is not signed with the assignment, the possible assignee *Party* shall have no payment obligation thereafter.

In case of several *Parties* being interested in so applying for a joint patent, they shall strive to set up amongst themselves and with the notifying *Party* appropriate agreements to this end.

10.2 Access rights

10.2.1 Exchange of Access to Pre-existing know-how and Knowledge

The *Parties* will exchange their *pre-existing know-how* concerning the subject matter of cooperation and any *knowledge* obtained during such cooperation inasmuch as they can legally dispose thereof and inasmuch as the exchange of such know-how as they believe in their sole discretion is required for the execution of the Network subject to the compliance to the following principles and provisions herein contained in this agreement.

The *Parties* have identified and listed in Annex D the *pre-existing Know-how needed* for the project and to which they may grant *access rights*. The *parties* 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 such list may also be updated to include that part of *pre-existing know-how* not identified in Annex D and that would prove to be *needed* for the performance of *Parties'* tasks.

Annex D shall be considered by all *parties* as confidential information and the terms of section 7 shall apply to them.

10.2.2 General Principles relating to Access rights

All *access rights* granted in accordance with this section are granted on a non-exclusive basis and expressly exclude any rights to sub-license save insofar as *needed* for the purposes of the relevant *Activity Plan*.

Access rights shall be granted to any of the other *Parties* upon written request. *Knowledge* and *pre-existing know-how* shall be used only for the purposes for which *access rights* to it have been expressly granted and only for so long as is necessary for those purposes. The granting of *access rights* may be made conditional on the conclusion of specific agreements aimed at ensuring that they are used only for the intended purpose, and of appropriate undertakings as to confidentiality.

Regardless of whether an *Affiliate* is completing tasks under the Network, a *Party* may provide its *Affiliates* with access to *knowledge* and *pre-existing know-how* as far as and to the extent *needed* for the performance of the *Research Road Map* and so long as such *Affiliates* agree to be bound by the obligation relating to confidentiality and *dissemination* as provided in section 7 of this Agreement. Such *Party* shall remain responsible for the acts and omissions of its *Affiliate* in relation to such *knowledge* and/or *pre-existing know-how* as if they were its own.

Parties may also conclude agreements with the purpose of granting additional or more favourable *access rights*, including *access rights* to third parties, in particular to enterprises associated with the *Party/Parties*, or specifying the requirements applicable to *access rights*, but not restricting the latter. Any agreement providing for *access rights* to *Parties* and/or third parties must ensure that the potential *access rights* for other *Parties* are maintained. Such agreements shall comply with the applicable competition rules; each *Party* shall ensure for the performance of any part of its work package in respect of which it enters into any agreement with a third party (e.g. a subcontractor)

- a) the other *Parties'* *access rights* are the same as would have been the case had the contracting *Party* performed its work package and/or those obligations itself; and
- b) the third party shall not have access to any other *Party's knowledge* or *pre-existing know-how* without that *Party's* prior written consent.

Any grant of *access rights* not covered by this section shall be at the absolute discretion of the owning *Party* and subject to such terms and conditions as may be agreed between the owning and receiving *Parties*.

To the extent that a *Party* receives compensation from an *Affiliate* to complete tasks under the Consortium Agreement, the *Party* may assign ownership of its *knowledge* to its *Affiliate*. However, such an assignment shall have no impact on the *access rights* of other *Parties* to such *knowledge*, nor shall such assignment relieve the *Party* of its obligations relating to such *knowledge*.

10.2.3 Access rights for Parties

10.2.3.1 Access rights for research

Access rights to *knowledge needed* for the execution of the *Research Road Map* shall be granted on a royalty free basis only upon written request specifying the scope and duration of their application. *Access rights* to *pre-existing know-how needed* for the execution of the *Research Road Map* shall be granted *on preferential conditions* only upon written request specifying the scope and duration of their application. After conclusion of an agreement in accordance to section 10.2.2, the requesting *Party* is entitled to use the *pre-existing know-how, knowledge* or *Software* for performing the research work *needed* for the execution of the *Research Road Map*. If a *Party* applies *pre-existing know-how* of another *Party* without the grant of access, a penalty will be decided by the *IPR Council* on a case by case basis depending on the value of the infringed rights. Said *access rights* shall terminate automatically when the relevant *Research Road Map* activity terminates.

10.2.3.2 Access rights for use

10.2.3.2.1 Conditions

Access rights to knowledge and pre-existing know-how both needed for use shall be granted upon bilateral agreement between the *Parties* concerned. *Access rights* shall be granted on market conditions.

Access has to be granted within six (6) months after written request by the potential *user* to the owning *Party*. In case access is not being granted within the above-mentioned period, the *Network Co-ordination Committee* and/or the *IPR Council* will mediate in this issue.

Access to *pre-existing know-how* and *knowledge* may be denied for justifiable reasons. *Parties* may deny said *access* where the *use* may be in competition with its own commercial activities.

It is agreed that *access rights* to *pre-existing know-how* shall be limited to the know-how accumulated and developed solely within the specific research group that participates in the project and not, for removal of doubt, to the entire *Party's pre-existing know-how*.

10.2.3.2.2 Reimbursements

Any obligation regarding claims or rights of *Party* employees of the providing *Party*, resulting from the royalty free *access rights* granted by the providing *Party*, shall, in advance of the grant of *access rights* be intimated to, and must be reimbursed by the receiving *Party*.

10.2.3.3 Access rights for using knowledge in subsequent Research Activities

Access rights to knowledge, pre-existing know-how both needed for using knowledge in subsequent research Activities shall be granted upon bilateral agreement between the *Parties* concerned. *Access rights* shall be granted on market conditions.

Recognising the *Parties'* obligations to act in good faith and in accordance with section 7.2 the *Parties* agree that the *access rights* for using *knowledge* in subsequent research activities are to be as follows:

Academic *Parties* and Public Bodies are deemed to be granted, a right to *use* free of charge *knowledge* from the *Activity-Plan*-projects for internal non-commercial non-sponsored research and teaching from the effect date of this Agreement. For clarity any *Party* may deny said *access* where the *use* may be in competition with or adverse to its own commercial activities.

10.2.4 Access rights for Parties joining or leaving the Network

Parties joining the Network after the date of the Agreement will be granted the *access rights* as from the date of their signature of the declaration of accession (Annex E).

Any *Party* leaving the Network shall be entitled to request *access rights* to the *knowledge* of the other *Parties*, as exists at the date of the membership expiration of the Consortium, for the purpose only of exploitation of that *Party's* own *knowledge* and otherwise subject to the terms of this Consortium Agreement. Any *Party* eliminated by decision of the *Network Governing Board* does not have any access to *knowledge*.

10.2.5 Access rights for third parties

Notwithstanding the provisions of section 10.2 each *Party* may enter into a technical co-operation or licensing arrangement with a third party in respect of its own *knowledge*, including, but not limited to, the carrying out of research on behalf of a third party, even if there are minor amounts of *pre-existing know-how* and *knowledge* owned by another party, unavoidably incorporated into or amalgamated with such own *knowledge*.

Any such licence shall be granted before the grant of said access. In such circumstances and upon request of the *Party* entering into the co-operation or arrangement, the other *Party* shall grant non-exclusive rights to permit such co-operation or arrangement against terms and conditions to be agreed upon, provided that no *legitimate interest* of the other *Party* opposes the grant of such rights.

Legitimate interest of *Parties* include but are not limited to that said proposed third parties are competitors in its areas of commercial activity.

10.2.6 Specific Provisions for access rights to Software

For the avoidance of doubt, the general provisions for *access rights* provided for in sections 10.2 herein are also applicable to *Software*.

Access rights to *Software* do not comprise access to the *Source Code* but only to *Limited Source Code Access* as defined above. Access to the *Source Code* will be granted subject to separate agreements only, to be concluded between the *Parties* concerned.

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

Section 11: Publications and Press Releases

11.1 Publications

Any *publication* or communication, whether written, oral or otherwise, which possibly constitutes or discloses another *Party's knowledge, pre-existing know-how* or confidential information, is required to have obtained the consent of the *Parties* concerned. Whilst each *Party* shall endeavour to keep any delay to a minimum, before consent is obtained, each *Party* shall ensure that the foregoing shall be maintained in confidence.

However, in normal circumstances none of the *Parties* concerned may withhold their consent to *publication* or communication upon the expiry of a period of three (3) calendar months following the first submission of the proposed *publication/communication*, unless the information to be published/communicated is of an industrial or commercial strategic interest to the activities of one of the *Parties* concerned or aspects of the confidentiality are affected.

Consent to publish may be conditional as follows:

- a) Subject to modifications, specifically if certain pieces of information contained in the proposed *publication* are likely to impair the industrial and commercial *use of knowledge*; or
- b) Subject to that the *publication* or communication is postponed if, in its opinion, real and serious reasons require this, especially if the information contained in the proposed *publication* or communication should be the subject matter of industrial property protection until adequate protection is made for the proprietary interest of the concerned *Party* or its decision not to protect it.

If the problem cannot be settled amicably within two (2) calendar months the *Network Co-ordination Committee* shall be appealed. To this end, a brief description and the subject of the proposed *publication* or communication have to be submitted to the Network Co-ordination Committee, with a copy to any *Party/Parties* owning *knowledge, pre-existing know-how* or confidential information wholly or partly.

The *Network Co-ordination Committee* decides within one (1) calendar month from the date of referral to object to the *publication*.

It is understood that any *publication* or communication made pursuant to this section is required to indicate the contribution made by each of the *Parties* to the conduct of the research.

11.2 Publication to qualify for a degree

Where a person carrying out work on an *Activity-Plan-project* on behalf of a *Party* (the "*Relevant Party*") needs to include *pre-existing know-how* or *knowledge* of another *Party* in a *publication* to qualify for a degree, approval for such use shall be obtained from the appropriate *Party* owning such rights or affected by such use. To ensure that the planned date of *publication* can be met the approval

of the relevant *Parties* shall be sought at least three (3) months before the latest date on which (pursuant to the qualification procedures) the contents of the planned *publication* can be altered.

If a *Party* would be adversely affected by the *publication* and has vetoed such *publication*, no such *publication* will be made under the above procedure.

Section 12: Basic principles for simplifying collaboration amongst the Network Parties

In order to simplify collaboration amongst the Network *Parties* and accelerate the integration process at the level of personnel, infrastructure and programme of activities, the *Network Governing Board* will elaborate guidelines based on the recommendations of specially appointed Task Forces. The Network *Parties* shall use all reasonable endeavours to adhere to these guidelines when concluding bi- and multilateral agreements between the *Parties*.

Section 13: Assignment

No *Party* shall, without the prior written consent of the other *Parties*, partially or totally assign or otherwise transfer any of its rights and obligations under this Consortium Agreement.

Such consent shall not be unreasonably withheld.

The *Parties* agree that academic *parties* may freely transfer their own IP ownership to their Technology Transfer Offices provided same will be subject to the limitations and provisions as detailed in this Consortium Agreement. Industrial *Parties* shall have similar rights to transfer their IP ownership to their *Affiliates*.

Section 14: Accession and Termination

14.1 Accession to the Network

Accession to the Network entails that the entering *Party* agrees to adhere to this Consortium Agreement and the *Network Governing Board*.

The procedure to become a *Party* of the Network is the following:

- a) The *Network Co-ordination Committee* proposes the entering *Party* as a new member to the Network.
- b) The application has to be approved by the *Network Governing Board*.
- c) The applying *Party* and the *co-ordinator* sign the declaration of accession (Annex E) and
- d) the applying *Party* pays the membership fee.

14.2 Rules for Termination

- a) To withdraw from this Consortium Agreement and/or participation in the Network after the end of the term of the first five (5) years, the terminating *Party* notifies six (6) months in advance its intention to withdraw.
- b) The membership can be terminated for just cause. Just cause means e.g.
 - the breach by a *Party* (*Defaulting Party*) of its obligations under this Consortium Agreement, in particular 4.1, and related documents, such as the *Research Road Map* and the related *Activity Plan*, or
 - the default of payment of the membership fee within the grace period of nine (9) months.

The procedure to exclude a *Party* from the Network is the following:

- The *Network Co-ordination Committee* proposes the *Defaulting Party* to the Network.
- The termination has to be approved by the *Network Governing Board*.

The *Defaulting Party* is liable for any so resulting additional direct cost caused to the other *Parties*, up to a total amount which will not exceed the total Network Share.

- c) A *Party* shall not by withdrawal or termination be relieved from
- (1) its responsibilities under this Consortium Agreement in respect of that part of that *Party's* work on the *Research Road Map* which has been carried out (or which should have been carried out) up to the date of withdrawal or termination; or
 - (2) any of its obligations or liabilities arising out of such withdrawal or termination.

14.3 Continuance of Regulations

The provisions of sections 1, 4.3, 7, 8, 10, 11, 13, 14 and 15 shall survive the expiration or termination of this Consortium Agreement to the extent *needed* to enable the *Parties* to pursue the remedies and benefits provided for in those sections. Concerning equipment financed by the focussed funding of the European Union according to section 4.3 d), the relevant *Party* shall grant access to this equipment as long as it is depreciated.

14.4 Continuance of Sublicenses

Termination of the Consortium Agreement and/or cessation of licences granted to the *Defaulting Party* shall not terminate any sublicenses granted or agreed to be granted or offered by the *Defaulting Party* in accordance with section 10 prior to the date on which such termination of the Consortium Agreement and/or cessation of licences becomes effective, provided that the *Party* or *Parties* which generated the *knowledge* or *pre-existing know-how* so sublicensed shall have the right to have an assignment of the *Defaulting Party's* rights under such sublicenses.

Section 15: Settlement of Disputes

15.1 Arbitration

All disputes (except section 15.2) or differences arising in connection with this Consortium Agreement which cannot be settled amicably shall be finally settled by arbitration in Brussels under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators to be appointed under the terms of those rules. In any arbitration in which there are three arbitrators, the chairman shall be of juridical education. All such proceedings shall be conducted in the English language.

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

The *Parties* may instead elect to resolve by mediation a dispute or difference arising in connection with this Consortium Agreement which cannot be settled amicably.

15.2 IPR Council

All disputes or differences concerning Intellectual Property Rights (IPR) issues are to be mediated by the *IPR Council*. The *IPR Council* can be appealed to by each *Party* for clarification of controversies or disputes. In case the mediation is not successful, the International Chamber of Commerce or a further mediation body can be appealed according to 15.1.

The *IPR Council* shall comprise three representatives who are not involved in the Network and who are neither interconnected nor economically related in any manner with any of the *Parties*. Suggested members include one representative each of the European Patent Office, UNICE and the IPR-Helpdesk. The decisions of the *IPR Council* need the majority. The members of the *IPR Council* will be appointed by the *Network Co-ordination Committee*.

Section 16: Language

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

Section 17: Notices

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in Annex B in the form

<Name and Address of each *Party*, together with Fax Numbers, and Name/Position of Person(s) for whose attention Notices are to be addressed>

or to such other address and recipient as a *Party* may designate in respect of that *Party* by written notice to the others.

Section 18: Applicable Law

The law of Belgium shall govern this Consortium Agreement.

Section 19: Entire Agreement – Amendments / Severability

Should any provision of this Consortium Agreement prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the *Parties* shall be entitled to demand that a valid and practicable provision be negotiated which most nearly fulfils the purpose of the invalid or impracticable provision.

This Consortium Agreement constitutes the entire agreement between the *Parties* in respect of the Network, and supersede all previous negotiations, commitments and writings concerning the Network including any memorandum of understanding between the *Parties* (whether or not with others) which relate to the Network.

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 *Parties*.

Section 20: Counterparts

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

SIGNATURES

AS WITNESS the *Parties* 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

Forschungszentrum Jülich GmbH

Signature

Christian Naumann

Head of the Law and Patents Division

Prof. Dieter Richter

Institute of Solid State Research (IFF)

Name

Title

Authorised to sign on behalf of

Johannes Gutenberg-Universität

Signature

Dr. K.P.C. Spath

Head of Department R&D

Name

Title

Authorised to sign on behalf of

Heinrich-Heine Universität Düsseldorf

Signature

Dr. Ulf Pallme Koenig

Chancellor

Dr. Thole

Representative

Name

Title

Authorised to sign on behalf of

Georg-August-Universität Göttingen

Signature

Dr. Dorothea Mey

Name

Head of the Research Department

Title

Authorised to sign on behalf of

Universität zu Köln

Signature

Ms LRDin Gabriel

Name

Vice Director of Administration and Finance

Title

Authorised to sign on behalf of

University of Twente

Signature

Mr. W.H. Fij

Name

Managing Director TNW

Title

Authorised to sign on behalf of

University of Leeds

Signature

Mr. Martin Hamilton

Name

European Officer

Title

Authorised to sign on behalf of

The University Court of the University of Edinburgh

Signature

Mr. Derek Waddell

Deputy Director of Research Services

Dr. Robert Smailes

Director of Research Services

Name

Title

Authorised to sign on behalf of

The Chancellor, Masters and Scholars of the University of Oxford

Signature

Mr. Pierre Espinasse

Deputy Director, Research Services

Name

Title

Authorised to sign on behalf of

Katholieke Universiteit Leuven

Signature

Prof. Dr. ir. Koenraad Debackere

Managing Director

Paul Van Dun

General Manager

Name

Title

Authorised to sign on behalf of

Centre National de la Recherche Scientifique

Signature

Jeanne Jordanov

Déléguee Régionale Aquitaine et Poitou-Charentes

Name

Title

Authorised to sign on behalf of

Institut Curie

Signature

Mr. Claude Huriel

President

Name

Title

Authorised to sign on behalf of

Universidade de Vigo

Signature

Manuel J. Reigosa Roger

Vicerrector de Investigación

Name

Title

Authorised to sign on behalf of

Universidad del Pais Vasco / Euskal Herriko Universitate

Signature

Prof. Miguel Angel Gutierrez Ortiz

Vice-Rector

Name

Title

Authorised to sign on behalf of

Danmark Tekniske Universitet

Signature

Claus Nielsen

University Director

Name

Title

Authorised to sign on behalf of

Foundation for Research and Technology – Hellas

Signature

Prof. E.N. Economou

Chairman of the Board of Directors

Name

Title

Authorised to sign on behalf of
A. Mickiewicz University
Signature

Professor Marek Kręglewski	Vice-Rector
Name	Title

Authorised to sign on behalf of
University of Fribourg
Signature

Prof. Guido Vergauwen	Rector
Name	Title

Authorised to sign on behalf of
Ecole Supérieure de Physique et de Chimie Industrielles de la ville de Paris
Signature

Jacques Prost	Professor, Director of ESPCI
Name	Title

Authorised to sign on behalf of
Dow Benelux B.V.
Signature

Mr. C. Bosman	R&D Director
Name	Title

Authorised to sign on behalf of
Schlumberger Cambridge Research Limited
Signature

Ms. Sarah Read	Chief Accountant, SCR
Name	Title

Authorised to sign on behalf of

Unilever

Signature

Linda Edwards

Name

External Research Co-ordinator

Title

Authorised to sign on behalf of

Rhodia Recherches et Technologies

Signature

Patrick Maestro

Name

Scientific Director

Title

Consortium Agreement

ANNEX A: Affiliates

Consortium Agreement
ANNEX B:
Participating groups / Recipients for Notices

The *parties* attend the network in the following *groups*. Their recipients for Notices in accordance with section 17 of this Consortium Agreement are:

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Consortium Agreement

ANNEX C:

Membership Fee

The yearly membership fee per *group* (Annex B) is:

- for Academic *Parties*: 5.000 €
- for Industrial *Parties*: 15.000 €.

Consortium Agreement

ANNEX D:

Included pre-existing know-how

The *Parties* hereby submit to their obligation to grant *access rights* to *pre-existing know-how* only the *pre-existing know-how* generated by the research *group* of the corresponding *Party*, which is participating to the Network in the field of Soft Matter Composites, in as much as the concerned *Party* is legally in a position to do so. These *groups* are listed in Annex B.

Consortium Agreement

ANNEX E: Accession Form

ACCESSION OF A NEW PARTY

to the Consortium Agreement SoftComp

According to Section 14.1 of the Consortium Agreement SoftComp (referred to as "CA" in the following text) and following the decision of the *Network Governing Board*, taken at the meeting in [place and date of decision],

[Party appellation], hereinafter referred to as **[short form party]**, established in [country], whose registered office is at [address], represented by [name and position], who is/are duly authorised for the purposes hereof;

hereby accedes to the CA SoftComp concluded between the *parties* within the network SoftComp and accepts, in accordance with the provisions of the aforementioned agreement, all the rights and obligations of a *party* with [date] as the commencement date.

The CA SoftComp, duly completed and signed by all *parties*, is integral part of this agreement and a copy has been provided to **[short form party]**.

The Annexes of the CA SoftComp are complemented as follows:

ANNEX A

Affiliates

[Affiliates] (for industrial *parties* only)

ANNEX B

Participating groups / Recipients for Notices:

For scientific matters:

[Name, position, address, phone number and e-mail-address]

For financial matters:

[Name, position, address, phone number and e-mail-address]

For contractual matters:

[Name, position, address, phone number and e-mail-address]

ANNEX D

Included pre-existing know-how

[Included *pre-existing know-how*]

Institution

Signature of legally authorised representative(s):

Stamp of
the organisation

Date	Name	Title
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Consortium Agreement

ANNEX F: Accession Form

ACCESSION OF A NEW GROUP belonging to an already participating party to the Consortium Agreement SoftComp

[Party appellation], hereinafter referred to as **[short form party]**, is a member of the Network SoftComp.

Following the decision of the *Network Governing Board*, taken at the meeting in **[place and date of decision]**,

[short form party] hereby accedes with the additional **[group appellation]**

to the Consortium Agreement (CA) SoftComp concluded between the *parties* within the Network SoftComp and accepts, in accordance with the provisions of the aforementioned agreement, all the rights and obligations to a *party* for this *group* with **[date]** as the commencement date.

The CA SoftComp, duly completed and signed by all *parties*, is integral part of this agreement.

The Annexes of the CA SoftComp are complemented as follows:

ANNEX B

Participating groups / Recipients for Notices:

For scientific matters:

**[Name, position, address,
phone number and e-mail-
address]**

For financial matters:

**[Name, position, address,
phone number and e-mail-
address]**

For contractual matters:

**[Name, position, address,
phone number and e-mail-
address]**

ANNEX D

Included pre-existing know-how

[Included pre-existing know-how]

Institution

Signature of legally authorised representative(s):

Stamp of
the organisation

Date

Name

Title