

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon
REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE
COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings,
research centres and universities in actions under the Seventh Framework Programme and
for the dissemination of research results (2007-2013) hereinafter referred to as Rules for
Participation and the European Commission Grant Agreement, adopted on 10 April 2007,
hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April
2007, hereinafter referred to as Annex II of the EC-GA, and is made on 2009-01-01,
hereinafter referred to as "Effective Date"

BETWEEN:

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here acting for
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NATIONAL RESEARCH FOUNDATION
Hartebeesthoek Radio Astronomy Observatory
Meiring Naude Road Brummeria
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hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Project entitled

Advanced Radio Astronomy in Europe

in short

RadioNet-FP7

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Combination of Collaborative Project and Coordination and Support Action for Integrating Activities".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

1.2 Additional Definitions

“Consortium Plan”

Consortium Plan means the description of work Annex I of the Grant Agreement and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the Governing Board.

“Consortium Budget”

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

“Defaulting Party”

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

“Joint Research Activity” (JRA) means an activity in FP7 aimed at raising the level of performance of an infrastructure and being undertaken by a group of 3 or more participants.

“Needed”

Needed means for the implementation of the Project:

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

For Use of own Foreground:

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

“Software”

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

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

A new Party enters the Consortium upon signature of the accession document Attachment 2 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the (EC-GA Article II.37. and II.38.).

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the EC-GA

and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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

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

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

4.2 Breach

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

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Governing Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation within 15 days.

4.3 Involvement of third parties

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

Section 5: Liability towards each other

5.1 No warranties

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

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

5.2 Limitations of contractual liability

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

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

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structures

6.1 General structure

The Governing Board is the decision-making body of the Consortium.

Executive Committee is the supervisory body for the execution of the Project which shall report to and be accountable to the Governing Board.

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

The Management Team assists the Governing Board and the Coordinator.

6.2 Members

The Governing Board shall consist of one representative of each Party (hereinafter Member).

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.5 of this Consortium Agreement.

The Coordinator shall attend all meetings of the Governing Board as an adviser, unless decided otherwise by the Governing Board.

The chairman and the vice-chairman are elected by a majority decision among the members of the Governing Board for the duration of the project.

The Parties agree to abide by all decisions of the Governing Board.
This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.

6.3 Operational procedures for the Governing Board

6.3.1 Representation in meetings

Any Member:
should be present or represented at any meeting;
may appoint a substitute or a proxy to attend and vote at any meeting;
and shall participate in a cooperative manner in the meetings;
may come accompanied by an advisor (without voting rights).

6.3.2 Preparation and organisation of meetings

Convening meetings:

The Chairman shall convene and chair meetings of the Governing Board at least once every twelve months and shall also convene extraordinary meetings at any time upon written request of:

- any member in case of emergency situation
- the Coordinator
- 1/3 of the members of the Governing Board

The Coordinator shall support the Chairman in the preparation and documentation of the meetings (e.g. agenda, minutes, ...)

Notice of a meeting:

The Chairman shall give notice in writing of a meeting to each Member as soon as possible and within at least thirty (30) calendar days preceding an ordinary meeting and fifteen (15) calendar days preceding an extraordinary meeting.

Sending the agenda:

The Chairman shall send each Member a written original agenda within at least 14 calendar days preceding the meeting.

Adding agenda items:

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

Any Member may add an item to the original agenda by written notification to all of the other Members within at least 7 calendar days preceding the meeting.

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

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

Meetings of the Governing Board can also be held by teleconference or other telecommunication means.

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

6.3.3 Voting rules and quorum

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

Each Member shall have one vote.

Defaulting Party Members may not vote.

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

6.3.4 Minutes of meetings

The Coordinator shall produce written Minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft Minutes to all of its members within fifteen (15) calendar days of the meeting.

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

The accepted Minutes shall be made available to all of the members of the Consortium Body and the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3.5 Decisions of the Governing Board

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

Members of the Governing Board have to ensure to obtain approval from authorised representatives within their own organisations as applicable or required for the decisions below.

The following decisions shall be taken by the Governing Board:

- On the political and strategical orientation of the Project
- Content, finances and intellectual property rights:
 - Proposals for changes to Annex I of the Grant Agreement to be agreed by the European Commission
 - Changes to the Consortium Plan (including the Consortium Budget)
 - Declarations of a Party to be a Defaulting Party
 - Additions to [Attachment 1 (Background excluded)]
 - Additions to [Attachment 3 (Listed Affiliated Entities)]
 - Additions to [Attachment 5 (List of Third Parties)]
- Evolution of the Consortium:
 - Entry of a new Party to the Consortium and approval of the settlement on the modalities and conditions of the accession of such a new Party
 - Withdrawal of a Party from the Consortium and the approval of the settlement on the modalities and conditions of the withdrawal
- Corrective measures to be required from a Defaulting Party
- Proposal to the European Commission for a change of the Coordinator
- Suspension of all or part of the Project
- Completion of the Project and the Consortium Agreement
- Prepare contract amendments and modifications of this Consortium Agreement
- Appointments
- Agree on the members of the Management Team, upon a proposal by the Coordinator.

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

The Governing Board is the arbitration body for all decisions of the Executive Committee. Thus, any Consortium Member may submit for arbitration by the Governing Board any decision by the Executive Committee it deems to be contrary to its interests. The secretary, proposed by the Coordinator shall be appointed by the Governing Board. The right to submit an issue to the settlement of dispute procedure in accordance with section 11.8 hereof remains unaffected.

6.4 Executive Committee

Composition

The Executive Committee is composed of the heads of the Joint Research Activities, the Project Manager, the Project Scientist, the Transnational Access Coordinator and the Project Coordinator, the Chairman and the Vice-Chairman of the Governing Board.

The Project Coordinator is the head of the Executive Committee.

He/she shall set the agenda for the meetings of the Executive Committee as well as chair them.

He/she shall also monitor the implementation by subprojects of decisions taken by the Executive Committee.

The Executive Committee may validly meet if 2/3 of its members are present or represented, members of the Executive Committee may appoint a substitute or a proxy to attend and vote at the meeting.

In emergency situations the head of the Executive Committee is authorised to take any decision required by the circumstances, which must then be validated by the Governing Board.

The Executive Committee have meetings as often as the interest of the consortium so requires with a minimum of four (4) times a year.

Meetings of the Executive Committee can also be held by teleconference or other telecommunication means.

The Executive Committee shall produce written Minutes of each meeting which shall be the formal record of all actions taken.

The Minutes shall be considered as accepted if, within seven (7) calendar days from sending, no member has objected in writing to the Coordinator with respect to the accuracy of the draft of the Minutes.

The accepted Minutes shall be made available to all of the members of the Consortium Body and the Coordinator, who shall safeguard them.

The role of the Executive Committee shall be to:

- a) Implement the scientific decisions of the Governing Board;
- b) Supervise that the project is executed according to Annex I.
- c) Concerning the Programme of Activities:
 - prepare the Programme of Activities;
 - make progress reports on the state of advancement of the Project to the Governing Board;

- establish the Project Deliverables for the Commission;
- propose the Project budget to the Governing Board as well as the allocation of funding between the Consortium Members.

d) Concerning Intellectual Property :

- Make proposals to the Consortium Members on licensing projects pursuant to the terms of Sections 8 and 9;
- Ensure that terms and conditions of Access rights to Background not listed prior to the signature of the EC Contract are properly agreed between participants and added to Annex 2;
- Ensure that terms and conditions of access to Foreground and Background by Affiliates not listed prior to the signature of the EC Contract are properly agreed between participants and added to Annex 2;
- Give instructions to the Management Team concerning the management of the network knowledge portfolio;
- Ensure a review of Project Foreground;

e) Concerning Project monitoring:

Make proposals to the Governing Board to suspend all or part of the Project or to terminate all or part of the EC Contract, or to request the Commission to terminate the participation of one or more Consortium Members;

In case of default by a Consortium Member including the Coordinating institution, review and prepare proposals for submission to the Governing Board, concerning measures to be taken against the Defaulting Consortium Member, including, through a request to the Commission, for an audit, and assignment of the Defaulting Consortium Member's tasks, a staggered payment of the financial part of this Consortium Member's contribution, and suggestions as to any new entity to replace the Defaulting Consortium Member;

Concerning the use of the reserves, prepare all decision regarding the use for decision making process in the Governing Board;

The Executive Committee shall more generally take any and all actions required for the proper conduct of the Project.

The secretary of the Executive Committee is appointed by the Coordinator.

Voting rules:

Each member of the Executive Committee has one (1) vote and decisions shall be taken upon a 2/3 majority of members present or represented.

6.5 Coordinator

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

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of members and other contact persons updated and available
- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certifications) to the European Commission
- preparing the meetings, proposing decisions and preparing the agenda of Governing Board and Executive Committee meetings, chairing the meetings of the Executive Committee, preparing the Minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to the Parties
- administering the Community financial contribution and fulfilling the financial tasks described in Article II.2 of the EC-GA.
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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

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

6.6 Management Team

The Management Team shall be proposed by the Coordinator. It shall be appointed by the Governing Board and shall assist and facilitate the work of the Governing Board and the Executive Committee.

The Management Team will consist of the Coordinator, the Project Manager and the Project Scientist and Project Administration.

The Management Team shall provide assistance to the Coordinator for executing the decisions of the Governing Board. It shall be responsible for the day-to-day management of the Project.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of the Financial Contribution

The Community financial contribution to the Project shall be distributed by the Coordinator according to:

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

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

The Coordinator has the right to withhold any payment in full or in part if a Party is late in submitting or refuses to provide Project deliverables in accordance with the default provisions for the project.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

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

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

7.2 Budgeting

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

7.2.1 Budgeted costs eligible for 100% reimbursement

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

- banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- a reasonable costs of Parties related to
 - o the delivery of certificates on the financial statements according to the EC-GA
 - o the delivery of the certificate on the methodology, if any, unless the cost of such certification has already been paid to the beneficiary under a previous EC-GA and the methodology has not changed (EC-GA Article II.4.4 and II.14.1)
 - o costs related to calls for new Beneficiaries
- costs related to updating this Agreement
- management costs of the Coordinator and the Management Support Team
- intellectual property protection costs
- costs for publications, where RadioNet-FP7 is acknowledged
- any other costs eligible for 100% reimbursement

7.2.2 Budgeting of coordination costs

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

7.3 Payments

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

In particular, the Coordinator shall:

notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references

perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2

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

- budgeted costs for future work included in the Networking Activities and the Trans National Access of the Consortium Plan will be paid to Parties in separate instalments e.g. a mechanism of every 12 Months in conformity with the decisions of the Governing Board;

- budgeted costs for future work included in the Joint Research Activities of the Consortium Plan will be paid to Parties in separate instalments e.g. a mechanism of every 6 Months in conformity with the decisions of the Governing Board;
- costs accepted by the Commission will be paid to the Party concerned, taking into account the amounts already paid for such reporting period.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the EC-GA” or to a Beneficiary which has not yet signed this Consortium Agreement.

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

Section 8: Foreground

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

8.1 Joint ownership

In case of joint ownership of Foreground each of the joint owners shall be entitled to use the joint Foreground as it sees fit, and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions: at least 45 days prior written notice

must be given to the other joint owner(s); and fair and reasonable compensation must be agreed with and provided to the other joint owner(s).

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.2 Transfer of Foreground

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

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

8.2.3 The transferring Party shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (5) after signature of this Agreement requires a decision of the Governing Board.

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

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

8.3 Dissemination

8.3.1 Publication

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

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

8.3.1.2 An objection is justified if

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

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

8.3.1.3 If an objection has been raised

the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. Under no circumstances the publication may be delayed for more than fifteen (15) days after the time limit stated in section 8.3.1.1 above.

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

In accordance with and subject to the provisions of the EC-GA, any Party may enter in **Attachment 1** any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background except that listed in **Attachment 1** shall be available for the granting of Access Rights in accordance with the provisions of this Consortium Agreement.

9.2 General Principles

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

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

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

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

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

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

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

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

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

9.5 Access Rights for Affiliated Entities

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

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

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.
Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

It may request Access Rights within the period of time specified in Art. 9.4.2.

9.7.2.2 Access Rights to be granted by any leaving Party

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

Any Party leaving the *Project* not allowing to grant the *Access Rights* to which is bound shall be deemed as *Defaulting Party* and therefore liable to a refund within the limits specified in Article 5.2 of this *Consortium Agreement*.

9.8 Specific Provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”

means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

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

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

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

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

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

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

9.8.2. General principles

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

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

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

9.8.3. Access to Software

Access Rights to Software which is Foreground shall comprise:

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

(b) if

* (a) is not available and

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

Access to the Source Code to the extent necessary.

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

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Foreground - Rights of a Party

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

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

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

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

9.8.4.1.2 Foreground - Rights to grant sublicences to end-user

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

- to maintain such product/service;

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

9.8.4.1.3 Background

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

9.8.4.2 Source Code

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

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

9.8.4.2.2 Foreground – Rights to grant sublicences to end-users

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

9.8.4.2.3 Background

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

9.8.5 Specific formalities

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

Section 10: Non-disclosure of information

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

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

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

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

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure.
- the Confidential Information is disclosed in order to comply with national law or order of court.

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

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

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background excluded)
Attachment 2 (Accession document)
Attachment 3 (Listed Affiliated Entities)
Attachment 4 (initial list of Members and other contact persons)
Attachment 5 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Parties)

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of Members and other contact persons in Attachment 4.

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval, except for transfer of foreground to those third parties listed in attachment 5.

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium.

11.8 Settlement of disputes

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

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

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

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

Section 12: Signatures

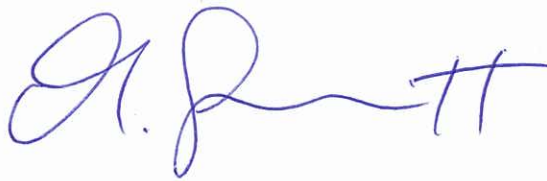
AS WITNESS:

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

Netherlands Foundation for Research in Radio Astronomy

Date: 20/1/2009

Signature(s)
Name Prof Dr. Michael Garrett
Title(s) ASTRON General Director

A handwritten signature in blue ink, appearing to read 'M. Garrett', with a stylized flourish at the end.

Institut de Radioastronomie Millimetrique

Date: 17-12-2008

IRAM
INSTITUT DE RADIO ASTRONOMIE
MILLIMETRIQUE
300, rue de la Piscine
Domaine Universitaire de Grenoble
38406 ST MARTIN D'HERES FRANCE
TEL (0)4 76 82 49 00 Fax (0)4 76 51 59 38

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



Pierre COX
Director



E. JESURUN
Head of
Administration

Instituto Nazionale di Astrofisica

Date: 18 December 2008

Signature(s)



Name(s) GIAN PAOLO VETOLANI

Title(s) DIRECTOR OF NATIONAL DEPARTMENT FOR PROJECTS



Joint Institute for VLBI in Europe (JIVE)

Date: 4/12/2008

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

H.J. van Langevelde
Director

Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V. (MPG)
here acting for
Max-Planck-Institut für Radioastronomie (MPIfR)

Date: 17.12.2008



Signature(s)
Name(s) Prof. Dr. Anton Zensus
Title(s) Director



in the absence of

Signature(s)
Name(s) Prof. Karl Menten


The Victoria University of Manchester (UMAN)

Date: 8th December 2008

Signature(s) 

Name(s) Professor Philip J. Diamond
Title(s) Director, Jodrell Bank Centre for Astrophysics
University of Manchester

Date: 8th December

Signature(s) 

Name(s) Dr. Liz Fay
Title(s) EU Funding and Development Manager
University of Manchester

Date: 8th December 2008

Signature(s) 

Name(s) Dr. Karen Shaw
Title(s) Head of the Research Office
University of Manchester

The University of Manchester
Oxford Road, Manchester
M13 9PL
U.K.

Onsala Space Observatory, (OSO)

Date: 10/12-08

Signature(s)
Name(s)
Title(s)
Hans Olofsson
Hans Olofsson
Director

Nicolaus Copernicus University (UMK)

Date:

15th JANUARY 2009 , Toruń



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

PROREKTOR
ds. Badań Naukowych Współpracy z Zagranicą
[Handwritten Signature]
prof. dr hab. Andrzej Tretyn

Science & Technology Facilities Council (STFC)

Date:



Signature(s)

Gillian Carr

Name(s) ~~Gary Robboins~~

GILLIAN A. CARR

Title(s)

COMMERCIAL MANAGER

National Institute for Space Research (SRON)

Date: 17 December 2008

A handwritten signature in blue ink, appearing to read 'R. Gathier', with a long horizontal line extending from the end of the signature.

Signature(s)

Name(s) Roel Gathier

Title(s) Deputy Director

Observatoire de Paris (OBSPAR)

Date:

02 FEV. 2009



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

Le Président
de l'Observatoire de Paris

Daniel EGRET

Universitaet zu Koeln (KOSMA)

Date: 06. Feb. 2009

Universität zu Köln
- Der Kanzler -
Abteilung 62
Drittmittel und Forschungstransfer
Im Auftrag



Signature(s)

Name(s)

Title(s)

Renate Peter
senior financial officer

Fundación General de la Universidad de Alcalá (FG)

Date: December 9th 2008



Signature(s)

Name(s)

Title(s)

Arsenio Lope Huerta
General Director

Delft University of Technology (TUD)

Date: 15 January 2009

M


Signature(s)
Name(s) Prof. K.C.A.M. Luyben
Title(s) Prof.

M

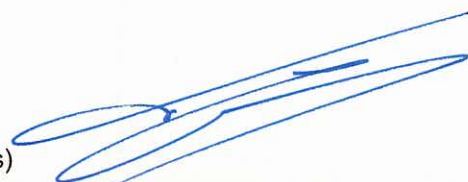
European Organisation for Astronomical Research in the Southern Hemisphere (ESO)

Date: 19.12.2008

Signature(s)

Name(s)

Title(s)

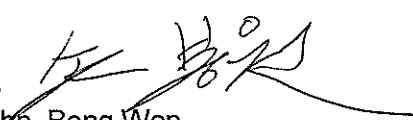


GEERAERT

HEAD OF ADMINISTRATION

Korean Astronomy and Space Institute (KASI)

Date: 15 January 2009

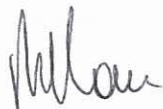
Signature(s) 
Name(s) Sohn, Bong Won
Title(s) Senior Research Staff

Università degli Studi di Roma Tor Vergata (UROM)

Date:

17 DIC. 2008

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



Il Rettore
Prof. Renato Lauro



The Chancellor Masters and Scholars of the University of Cambridge (UCAM)

Date: 19 DECEMBER 2008

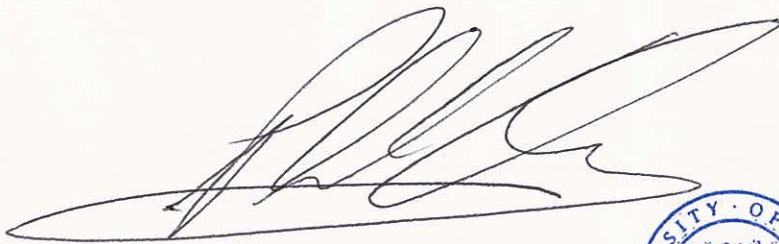
THE CHANCELLOR, MASTERS
AND SCHOLARS OF THE
UNIVERSITY OF CAMBRIDGE

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


EONA MURPHY, DEPUTY DIRECTOR RESEARCH SERVICES

The Chancellor, Masters and Scholars of the University of Oxford (UOXF)

Date: **17 DEC 2008**



Signature(s)
Name: Dr. Phil Clare
Title: Associate Director Research Services



Université Bordeaux 1 (BORD)

Date:

28/01/2009



A handwritten signature in blue ink, appearing to be "Alain Boudou".

Signature(s)

Name(s) Dr. Alain Boudou

Title(s) Président Université Bordeaux 1

Ventspils Augstskola (VeA)

Date: 16.12.2008.

Signature(s)

Name(s) Janis Vucans

Title(s) Rector, Prof.

A handwritten signature in blue ink, appearing to be 'J. Vucans', with a horizontal line extending to the right.

Teknillinen Korkeakoulu (TKK)

Date: *15.1.2009*



Signature(s)	Matti Pursula
Name(s)	Rector
Title(s)	Helsinki University of Technology

Associated Universities, Inc./National Radio Astronomy Observatory (NRAO),

Date: January 14, 2009

Signature(s)

Name(s)

Title(s)

A handwritten signature in black ink, appearing to read "Patrick J. Donahue". The signature is written in a cursive style with a long horizontal stroke at the end.

Patrick J. Donahue

Manager, Contracts and Procurement

Université d'Orléans (UORL)

Date: 17/12/2008



Signature(s)
Name(s): Gérald GUILLAUMET
Title(s): Chancellor of the University



Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. (IAF)

Date: 05. Feb. 2009

Fraunhofer-Gesellschaft
zur Förderung der angewandten Forschung e.V.
Hansastraße 27c · 80686 München

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


Rüdiger Dorner
Head of Department


Dr. Ulf Johann
Public and EU Projects



NATIONAL RESEARCH FOUNDATION/Hartebeesthoek Radio Astronomy Observatory
(HARTRAO)

Date: 14 / 1 / 2009



Signature(s)

Name(s)

Title(s)

KATLEGO MAKGABO

BUSINESS MANAGER

[Attachment 1: Background excluded]

Background excluded from Access Rights:

a. Istituto Nazionale di Astrofisica (INAF) hereby excludes all Background of its participating Research Structures , including but not limited to:-
- Background developed by INAF researchers not participating in the RADIONET Project,
- Background developed by INAF researchers participating in the RADIONET Project which is outside the scope of the work allocated to INAF under the Project

b. The University of Oxford hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by the University other than that generated by the members of the research group of Professor Steve Rawlings, Department of Astrophysics, who are directly involved in carrying out the Project.
The University of Oxford also hereby excludes specifically from its obligation to grant Access Rights to Background to the following Background:

- (1) All data, materials, methodologies and know-how not generated through the direct participation in the Project or which the University of Oxford is not free to provide.
- (2) Databases and software not generated through the direct participation in the Project or which the University of Oxford is not free to provide.
- (3) All Background resulting from research carried out by Professor Rawlings and his team, which was funded in full or in part by industrial, charitable, military or government sponsors.

The University of Oxford also hereby excludes from its obligation to grant Access Rights to Background all Background that has been and/or will be derived outside the Project which the University of Oxford due to third party rights are not able to grant Access Rights to or for which the University of Oxford needs to get permission to grant Access Rights.

c. Chalmers hereby informs, in accordance with the Grant Agreement article II.33.2, that the following information is excluded:

- all Background generated by personnel, scientists or students at Chalmers other than those directly involved in the RADIONET Project;
- all Background generated by personnel, scientists or students at Chalmers that are directly involved in the RADIONET Project, which is outside the scope of the tasks to be performed by Chalmers according to the Consortium Plan of the RADIONET Project;
- all Background which Chalmers, due to existing or pending third party rights, is unable to grant access rights to.

d. ASTRON hereby informs, in accordance with the Grant Agreement article II.33.2, that the following information is excluded:

- all Background generated by personnel, scientists or students at ASTRON other than those directly involved in the RADIONET Project;
- all Background generated by personnel, scientists or students at ASTRON that are directly involved in the RADIONET Project, which is outside the scope of the tasks to be performed by ASTRON according to the Description of Work of the RADIONET Project;
- all Background generated by the LOFAR project;
- all Background which ASTRON, due to existing or pending third party rights, is unable to grant access rights to.

e. Max-Planck-Institut für Radioastronomie (MPIfR)

© DESCA

Background of MPIfR is all Know-how generated within the VLBI and Electronic departments of the Max Planck Institute of Radioastronomy as far as Needed to duly perform the work in the Project. MPIfR hereby excludes from its obligation to grant Access Rights all background generated by the Max Planck Society other than generated within the Electronic and VLBI departments of the Max Planck Institute of Radioastronomy.

f. Ventspils Augstskola hereby informs, in accordance with the Grant Agreement article II.33.2, that the following information is excluded:

- all Background generated by personnel, scientists or students at Ventspils Augstskola other than those directly involved in the RADIONET Project;
- all Background generated by personnel, scientists or students at Ventspils Augstskola that are directly involved in the RADIONET Project, which is outside the scope of the tasks to be performed by Chalmers according to the Consortium Plan of the RADIONET Project.
- all Background which Ventspils Augstskola due to existing or pending third party rights, is unable to grant access rights to.

g. The Chancellor Masters and Scholars of the University of Cambridge

The University of Cambridge hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background Knowledge generated by the University of Cambridge other than that generated by the research group of Paul Alexander, Department of Physics, who is directly involved in carrying out the Project.

The University of Cambridge also hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background Knowledge that has been and/or will be derived outside the Project which the University of Cambridge due to third party rights are not able to grant Access Rights to or for whom the University of Cambridge needs to get permission to grant Access Rights to.

h. TU DELFT hereby informs, in accordance with the Grant Agreement article II.33.2 that the following information is excluded:

- all Background generated by personnel, scientists or students at TU DELFT other than those directly involved in the RAIONET Project;
- all Background generated by personnel, scientists or students at TU DELFT that are directly involved in the RADIONET Project, which is outside the scope of the tasks to be performed by TU DELFT according to the Description of Work of the RADIONET Project;
- all background which TU DELFT, due to existing or pending third party rights, is unable to grant access rights to.

i. Helsinki University of Technology (TKK) hereby informs, in accordance with the Grant Agreement article II.33.2, that the following information is excluded:

The project will be located in the Metsähovi Radio Observatory. All materials, software, results, data and tests from other departments and faculties of TKK are fully excluded and no Access Rights are granted.

All commercial and third party software is excluded and no Access Rights are granted.

All the materials, results, data, tests and deliverables resulting from other projects of the Metsähovi Radio Observatory of TKK are excluded and all Access Rights are subject to separate written agreement with TKK.

j. Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., acting as legal entity for its Fraunhofer-Institut IAF:

- existing IAF technology and, especially, the baseline MHEMT process on 4-inch GaAs substrates
- epitaxial and gate module processes for transistors of 30 nm, 50 nm and 100 nm gate length
- a complete ADS library including passive and active components as small signal, large signal and noise models
- dedicated measurement methods for on-wafer and on-chip testing
- Software: in general, ADS models are provided in encoded form only

Fraunhofer further excludes all background other than such accumulated and developed solely within Fraunhofer IAF.

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

[Attachment 2: Accession document]

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

[Attachment 3: Listed Affiliated Entities]

[Attachment 4: Initial list of members and other contact persons]

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

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[Attachment 5: List of Third Parties]

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

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[Attachment 6: Agreement for the Transfer of Material]

Simple Letter Agreement for the Transfer of Materials

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

The above MATERIAL is the property of the PROVIDER and is made available in the frame of the [name of the Project] project.

THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

The MATERIAL will be used for not-for-profit research purposes only.

The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.

The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damage against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.

The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

The MATERIAL is provided at no cost.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:.....

Provider Organisation:.....

Address:.....

Name of Authorised Official:.....

Title of Authorised Official:.....

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

Signature of Authorised Official and Date

RECIPIENT INFORMATION and AUTHORISED SIGNATURE

© DESCA

Provider Scientist:.....
Provider Organisation:.....
Address:.....
Name of Authorised Official:.....
Title of Authorised Official:.....
Signature of Authorised Official:.....
Date:.....

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist and Date