



FP6-IST-002020

COGNIRON

The Cognitive Robot Companion

Integrated Project

Information Society Technologies Priority

D10.1.1 Final Version of Consortium Agreement

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COGNIRON Consortium Agreement



The establishment and signature by all involved Parties of a Consortium Agreement is compulsory within FP6 Integrated Projects.

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

The COGNIRON Consortium Agreement has been negotiated with the respective legal departments of the partner organisations over the summer and fall of 2003.

The final version has entered into force in November 2003, and the content of the document has been applied within the project ever since, as a legal framework for the project implementation and for the decision-making process, whenever such a need arises.

Consortium Agreement
related to the constitution of
A European “Integrated Project”
“The Cognitive Robot Companion”
(Acronym: “**COGNIRON**”)
proposed within
the Sixth Framework Programme
of the European Commission.

Call identifier: FP6-2002-IST-1
Proposal reference : FP6-002020

- November 2003 -

This Consortium Agreement is complying with the version of the EC Contract Model
published by the European Commission, dated 23rd of October 2003
(Decision C (2003) 3834)

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| <p style="text-align: center;">CONSORTIUM AGREEMENT For the COGNIRON Integrated Project</p> |
|---|

Between

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hereinafter referred to as **CNRS**,

whose registered office is at Paris 75794 (France), 3 rue Michel Ange

represented by Mr Bernard LARROUTOUROU, Directeur Général, acting both on its behalf and on behalf of the Robotics and Artificial Intelligence Group (RIA) of the **Laboratoire d'Analyse et d'Architecture des Systèmes (UPR 8001- LAAS-CNRS)**, headed by Dr Malik GHALLAB;

2 - Ecole Polytechnique Federale de Lausanne, Laboratoires de Systèmes Autonomes 1 & 3 (LSA1 and LSA3)

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Hereinafter referred to individually or collectively as the “Party” or the “Parties”

CONSORTIUM AGREEMENT

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PREAMBLE

WHEREAS, in consideration of Decision No 1513/2002/EC of the European Parliament and of the Council of 27 June 2002 concerning the Sixth Framework Programme of the European Community for research, technological development and demonstration activities, contributing to the creation of the European Research Area and to innovation (2002 to 2006), (OJEC L 232/1) and of Regulation (EC) No 2321/2002 (OJEC L355) of the European Parliament and of the Council concerning the Rules for the participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the European Community sixth framework programme 2002-2006, the *Contractors*, having considerable experience in the field of the Project, have submitted a *Proposal* for the Project to the *Commission*.

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

WHEREAS the *Contractors* in accordance with the provisions of the *Commission* contractual rules, Annex II General Conditions - Part A, Article II.3, wish to specify or supplement, between themselves, the provisions of the anticipated Contract, with respect to the carrying out thereof.

WHEREAS the *Contractors* have agreed on a project called "The Cognitive Robot Companion - COGNIRON" to be carried out in the framework of the specific research and technological development programme " FET Proactive 'Beyond Robotics' of the area IST-2002-2.3.4.2 within the frame of the Sixth Framework Programme for Research and Technological Development .".

I DEFINITIONS

I.1 EU Contract Definitions

Words defined in the *EU Contract* have the same meaning in this *Consortium Agreement* and appear in italics.

I.2 Additional Definitions

“**Affiliate**” means any undertaking listed in Annex 2 hereto and which :

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

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 50% or more of the shares and the right to control management or operation of the undertaking through contractual provisions.

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

The undertakings listed in Annex 2 shall be deemed Affiliates only as long as the above defined ownership or control lasts.

It is also agreed by the *Contractors* that an undertaking shall no longer be deemed an Affiliate in case of a change in the ownership or control of the *Contractor* unless the *Contractors* mutually agree otherwise and subject also to the Commission having been provided with the details of the change, in accordance with the Commission contractual rules, Annex II General Conditions – Part A, Article II.15, 5(c) and having indicated in writing that the Commission does not intend to terminate the Contract in accordance with said Article.

Each *Contractor* shall update the list of its Affiliates in case of reorganisation which does not extend *Access rights* previously granted, provided that all the criteria defined in this section are still met.

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

Board means the body established in accordance with Section III.3 hereof.

Commission means the Commission of the European Communities.

Declaration of Accession means a declaration signed by a participant wishing to join the *Project*.

Defaulting Party means a *Party* which the *General Assembly* has, in accordance with its procedures, or the other *Parties* acting jointly have determined is in breach of any of its obligations under the *EU Contract* and/or this *Consortium Agreement* in accordance with Section VI.2.2 hereof.

EU Contract means the Contract between the Coordinator, the *Contractors* and the Commission regarding the performance of the *Project*.

General Assembly means the body established in accordance with Section III.2 hereof.

Joint Fund(s) means payments made by the *Commission* to the *Co-ordinator* for the benefit of the *Consortium* and not directly allocated to a *Party*.

Management Team means the body established in accordance with Section III.4

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

Party or **Parties** means a *Party* or the *Parties* to this *Consortium Agreement*.

Preferential Conditions means non-discriminatory and reasonable conditions, which are when taken as a whole more favourable to a *Party* being granted *Access Rights* than would be the case in an equivalent arm's length transaction under normal market conditions.

Project Deliverables mean the deliverables required under the *EU Contract* and this *Consortium Agreement* (including, but not limited to, the reports and cost statements that have to be delivered to the *Co-ordinator* and/or the *Commission*).

Project Share means for each *Party*, that *Party's* share of the total cost of the *Project* as initially set out in the *EU Contract*,

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

Software means:

- (a) *software* programmes, i.e., 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 and in any code form (including *Source Code* form);
- (b) *software* information, i.e., technical information used or, useful in, or relating to the design, development, use or maintenance of any version of a *software* programme; and/or
- (c) *software* documentation, i.e., *software* information in documentary form.

For the avoidance of doubt, *Software* may be Knowledge or Pre-existing Know-How.

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.

II PURPOSE AND GENERAL PROVISIONS

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

Participation in any meetings provided for in the *EU Contract* or in this *Consortium Agreement* is not allowed without signing of this *Consortium Agreement*.

III GOVERNING BODIES, ROLES AND RESPONSIBILITIES

III.1 Co-ordinator

III.1.1 In addition to the *Co-ordinator's* functions pursuant to the *EU Contract* (and especially Section II.3.3 – Performance Obligations - Coordinator's Obligations), the *Co-ordinator* shall have the following functions only:

- (a) administration, preparation of minutes and provision of the chairman of the *General Assembly* and *the Board*, and follow-up of its decisions;
- (b) transmission of any documents and information connected with the *Project* between the *Parties* concerned.

III.1.2 Except for the capacity as representative of the *Parties* described in the *EU Contract*, the *Co-ordinator* shall not be entitled to act or to make legally binding declarations on behalf of any other *Party*.

III.1.3 If one or more of the *Parties* is late in submission of *Project Deliverables*, the *Co-ordinator* may submit the other *Parties'* *Project Deliverables* to the *Commission*.

III.2 General Assembly

III.2.1 Composition of the General Assembly

The *Parties* shall establish, within thirty (30) days after the date of this *Consortium Agreement*, the *General Assembly* composed of one duly authorised representative of each of them.

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

Each representative shall have a deputy.

III.2.2 Decision Making in the General Assembly

III.2.2.1 The *General Assembly* shall be chaired by the *Co-ordinator's* representative.

The *General Assembly* shall meet on a semi-annually basis and at the request of its chairman or at any other time when necessary at the request of one of the *Parties*. Meetings shall be convened by the chairman with at least fifteen (15) calendar days prior notice. This notice shall be accompanied by an agenda. The agenda shall be proposed by the chairman. The agenda shall be deemed to be accepted, unless one of the *Parties* notifies the chairman and the other *Parties*, in writing, of additional points to the agenda, at the latest, two (2) working days before the date of the meeting.

Minutes of the meetings of the *General Assembly* shall be transmitted to the *Parties* within thirty (30) calendar days after the date of the meeting. The minutes shall be considered as accepted by the other *Parties* if, within fifteen (15) calendar days from receipt, no *Party* has objected in a traceable form to the chairman.

III.2.2.2 Any decision requiring a vote at a *General Assembly* meeting must be identified as such on the pre-meeting agenda, unless there is unanimous agreement to vote on a decision at that meeting and all *Parties* are present or represented.

III.2.2.3 However, any decision required or permitted to be taken by the *General Assembly* may be taken in accordance with the above (i) in meetings via teleconference and/or via email; (ii) without a meeting with prior notice of at least seven (7) days and and/or (iii) without a vote, if, in any such case, a consent in writing, setting forth the decision so taken, is signed by the representatives of the *Parties* having not less than the minimum number of votes that would be necessary to take such decision at a meeting at which all *Parties* entitled to vote on such decision were represented and were voting, and provided the consent has been delivered for signature to all *Parties'* representatives.

III.2.2.4 The *General Assembly* shall be responsible for the overall direction of the *Project*.

To that end, the *General Assembly* shall be responsible for:

- (a) Deciding upon the allocation of the Project's budget in accordance with the *EU Contract*, reviewing and proposing to the *Parties* budget reallocations and deciding upon creation, modalities of use, management and release of *Joint Funds* ;
- (b) making proposals to the *Parties* for the review and/or amendment of the terms of the *EU Contract*, however excluding the entering into the *EU Contract* of new *Contractors*;
- (c) deciding to service of notices on a *Defaulting Party* and assigning the Defaulting *Party's* tasks to specific entity(ies) (preferably chosen from the remaining *Parties*) ;
- (d) agreeing upon the proposal made by the *Board* for entering into *EU Contract* and the Consortium Agreement of new *Contractors* ;
- (e) agreeing procedures and policies in accordance with Annex II Part C of the *EU Contract* for the management of the Knowledge such as but not limited to measures for Dissemination of Knowledge from the Project which is not to be used by the *Parties* ;
- (f) implementing Annex II - Part A - Art II.12 of the *EU Contract* and deciding upon press releases and joint publications by the *Parties* with regard to the Project ;
- (g) deciding upon the technical roadmaps with regard to the Project ;
- (h) deciding upon the change of technical specifications in Annex 1 of the *EU Contract* and exchange of work packages between the *Parties* ;
- (i) deciding upon measures in the framework of controls and audit procedures to ensure the effective day-to-day co-ordination and monitoring of the progress of the technical work affecting the Project as a whole ;

- (j) revoking the *Board* members, should such an eventuality be required;
- (k) upon suggestions from the *Board*, appointing and revoking the members of the External Advisory Committee, should such an eventuality be required.

III.2.2.5 The *General Assembly* shall not deliberate and decide validly unless a majority of two-thirds (2/3) of its members are present or represented ("quorate"). Where decisions are to be taken unanimously, all *Parties* must be represented at the meeting.

In voting each *Party* shall have ONE (1) vote.

III.2.2.6 In the cases of Section III.2.2.4 (a), (b), (d), (j) and (k) hereof decisions shall be taken unanimously by all of the *Parties*. In the case of Section III.2.2.4 (c) the decision shall be taken unanimously by all of the non-Defaulting *Parties*. In the cases of Section III.2.2.4 (e), (f), (g) and (h) decisions shall be taken by a majority of 75 % of the votes of *Parties* present or represented by proxy at a quorate meeting, provided always that in the cases of Section III.2.2.4 (e), (f), (g) and (h) hereof a *Party* whose scope of work, time for performance, costs or liabilities are changed or whose information is to be published or disclosed, may veto such decisions.

III.2.2.7 In the cases of Section III.2.2.4 (i) and in the other cases not referred to in Section III.2.2.6 or III.2.2.7 hereof, decisions shall be taken by the majority of the votes of the *Parties* present or represented by proxy at a quorate meeting.

III.3 Board

III.3.1 Composition of the Board

III.3.1.1 The composition of the *Board* for the *Project* shall reflect the *Parties'* involvement in the *Project* and respective responsibilities in the *Project* and an appropriate mixture in respect of balance of competencies and fields of activities, while staying at a count level compatible with effective decision-making processes.

The *Board* shall consist of the following members:

- the representative of the *Co-ordinator*, and
- Two (2) members of the the Scientific Steering Committee, and
- two (2) members of the Accompanying Activities Group'.

III.3.1.2 Any *Board* member may resign by delivering written notice to the chairman of the *Board*. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Any *Board* member having resigned shall hold office until his successor shall have been appointed in accordance with Section III.3.1.1 hereof.

III.3.2 Decision Making within the Board

III.3.2.1 The *Board* shall be chaired by the *Co-ordinator's* representative.

The *Board* shall meet at least quarterly in principle at the request of its chairman or at any other time when necessary at the request of one of the *Board* members. Meetings shall be convened by the chairman with at least fifteen (15) calendar days prior notice. This notice shall be accompanied by an agenda. The agenda shall be proposed by the chairman. The agenda shall be deemed to have been accepted unless one of the *Board* members notifies the chairman and the other *Board* members in writing of additional points to the agenda, at the latest two (2) working days before the date of the meeting.

Minutes of the meetings of the *Board* shall be transmitted to the *Board* members within thirty (30) calendar days after the date of the meeting. The minutes shall be considered as accepted if, within fifteen (15) calendar days from receipt, no *Board* member has objected in a traceable form to the chairman.

III.3.2.2 Any decision requiring a vote at a *Board* meeting must be identified as such on the pre-meeting agenda, unless there is unanimous agreement to vote on a decision at that meeting and all *Board* members are present or represented.

III.3.2.3 However, any decision required or permitted to be taken by the *Board* may be taken in accordance with the above (i) in meetings via teleconference and/or via email; (ii) without a meeting with prior notice of at least seven (7) days, and/or (iii) without a vote, if, in any such case, a consent in writing, setting forth the decision so taken, is signed by the *Board* members having not less than the minimum number of votes that would be necessary to take such decision at a meeting at which all *Board* members entitled to vote on such decision attended and were voting, and provided the consent has been delivered for signature to all *Board* members.

III.3.2.4 The *Board* shall be responsible for:

(a) making proposals to the *General Assembly* for the allocation of the *Project's* budget in accordance with the *EU Contract*, for reviewing and proposing to the *Parties* budget reallocations and making proposals to the *General Assembly* for the creation, modalities of use, management and release of *Joint Funds*;

(b) making proposals to the *General Assembly* for decisions on or proposals to the *Parties* (other than the *Defaulting Party*) to service of notices on a *Defaulting Party* and to assign the *Defaulting Party's* tasks to specific entity(ies) (preferably chosen from the remaining *Parties*);

(c) without prejudice to Section IV agreeing on the *plan for using and disseminating the Knowledge* in accordance with Article II.1.17 of the *EU Contract*.

(d) Making proposals to the *General Assembly* for the implementation of Annex II – Part A – Art II.12 of the *EU Contract* and making proposals upon press releases and joint publications by the *Parties* with regard to the *Project*,

(e) Making proposals to the *General Assembly*, proposals deciding upon the technical roadmaps with regard to the *Project*

(f) Making proposals to the *General Assembly* upon measures in the framework of controls and audit procedures to ensure the effective day-to-day co-ordination and monitoring of the progress of the technical work affecting the *Project* as a whole;

(g) Making proposals to the *General Assembly* for the appointment and revocation of the members of the External Advisory Committee.

III.3.2.5 The *Board* shall not deliberate and decide validly unless a majority of two-thirds (2/3) of its members are present or represented ("quorate)". Where decisions are to be taken unanimously, all *Board* members must be present or represented at the meeting. Each *Board* member shall have one (1) vote.

III.3.2.6 In the cases of Section III.3.2.4 (a) and (g) hereof decisions shall be taken unanimously by all of the *Board* members, in accordance with the provisions of Section III.3.1.1 hereof. In the case of Section III.3.2.4 (b) hereof the decision shall be taken unanimously by all of the *Board* members who are representatives of non-Defaulting Parties.

III.3.2.7 In the cases of Section III.5.2.4 (c), (d), (e) and (f) hereof decisions shall be taken by a majority of 75% of the votes of the *Board* members present or represented by proxy at a quorate meeting,

III.3.2.8 In the other cases not referred to in Section III.3.2.6 or III.3.2.7 hereof, decisions shall be taken by the majority of the votes of the *Board* members present or represented by proxy at a quorate meeting;

III.4 Management Team

III.4.1 Composition of the Management Team

The *Management Team* shall be responsible for handling administrative and organisational issues. The *Management Team* consists of the following members:

- the representative of the *Co-ordinator*; and
- the Project Office

III.4.2 Role of the Management Team

The *Management Team* shall be responsible for :

- managing the administrative, legal, financial and other non-technical aspects of the Project ;

- Monitoring and updating project schedule and work plans ;
- Maintaining Project calendar ;
- Organisation of project meetings , workshops, review meetings ;
- Organisation of scientific meetings, symposia, conferences ;
- Compilation of newsletter ;
- Preparation of press releases, project presentations, flyers and handle press request ;
- Knowledge management activities such as (setting up and maintaining project repository and archives, compilation of resources available at labs...);
- assist the Coordinator in preparing Project Deliverables.

III.5 Scientific Steering Committee

The Scientific Steering Committee consists of the Co-ordinators of the RTD Activities. It shall be responsible for handling science and technology issues that arise in the operation of the project. In particular, the Scientific Steering Committee supervises the scientific progress in the project and takes appropriate steps to assure international competitiveness. It determines modifications to the work plan and other necessary measures to achieve the project's objective whenever progress in the state of the art in the field and scientific competition requires to do so and proposes these modifications and measures to the governing bodies. The Committee elects two of its members to co-chair and represent the Committee in the *Board*.

III.6 Accompanying Activities Group

The Accompanying Activities Group takes the responsibility of co-ordinating the various activities for education and training, academic and industrial dissemination, visibility and public relations. The members of the Accompanying Activities Group are nominated by the Project Co-ordinator

The members of the Accompanying Activities Group will be approved by the *General Assembly* and so are the two co-chairs who co-ordinate the activities of the group.

III.7 External Advisory Committee

The External Advisory Committee will advise the Scientific Steering Committee and the *Board*. It will help to identify risks and also potentials of the research activity. The External Advisory Committee will consist of three prominent and internationally respected senior scientists from the broader field of cognitive science and information technology and robotics. The members of the External Advisory Committee will be identified by the *Board*. In a later stage of the project, the External Advisory Committee may be enlarged by an industrial member to advise the consortium on aspects

regarding industrial dissemination.

III.8 Responsibilities of each *Party*

III.8.1 General Responsibilities

III.8.1.1 Each *Party* undertakes to each other *Party* to use reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations under the *EU Contract* and this *Consortium Agreement*.

III.8.1.2 Each *Party* shall bear its own costs in connection with the making of the *Proposal*, the negotiation of the *EU Contract* and the carrying out of the *Project*.

III.8.2 Responsibilities towards the Co-ordinator, the Board and the General Assembly

Each *Party* hereby undertakes to use reasonable endeavours to supply promptly to the *Co-ordinator* all such information [including any change of control as referred to in Annex II.3.1.c] or documents as the *Co-ordinator* (if appropriate, acting on behalf of the *Board* or the *General Assembly*) needs to fulfil obligations pursuant to this *Consortium Agreement* or the *EU Contract*.

III.8.3 Responsibilities towards Each Other

III.8.3.1 Each *Party* undertakes to use reasonable endeavours:

- (a) to notify each of the *Parties* in the *Project*, promptly of any significant delay in performance; and
- (b) to inform other *Parties* in the *Project*, of relevant communications it receives from third parties in relation to the *Project*.

III.8.3.2 Each *Party* shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder or under the *EU Contract* and promptly to correct any error therein of which it is notified. The recipient *Party* shall be entirely responsible for the *Use* to which it puts such information and materials.

III.8.3.3 Each *Party* agrees not to use knowingly, as part of a deliverable or in the design of such deliverable supplied under this *Consortium Agreement* or under the *EU Contract*, 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* (i) in accordance with the *EU Contract* and (ii) such that the exercise by the other *Parties* of such licences and user rights is not substantially impaired by the terms under which such *Party* acquired such right.

III.8.3.4 Each *Party* shall be fully responsible for the supervision of its *Subcontractors* and shall enter into appropriate arrangements for such purpose with its

Subcontractors. These arrangements shall as appropriate require the obligations in this *Consortium Agreement* also apply to, and (where they apply) be fulfilled by, such *Subcontractor*.

III.8.3.5 If this *Consortium Agreement* conflicts with the *EU Contract Annex 1*, unless the *Parties* agree otherwise, they shall cooperate in requesting the *Commission* to change the *EU Contract Annex 1* to accord with this *Consortium Agreement*.

IV IPR & ACCESS RIGHTS

IV.1 Confidentiality

During the term of the Project and for a period of five (5) years thereafter, the Parties shall treat as confidential any information which is designated as proprietary by the disclosing *Party* by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as confidential information by the disclosing *Party*.

Accordingly, each *Party* undertakes (in addition and without prejudice to any commitment under the EC Contract) that:

- i. the receiving *Party* shall not use any such information for any purpose other than in accordance with the terms of the EC Contract and this Consortium Agreement, and
- ii. the receiving *Party* shall not disclose any such confidential information to any third party except with the disclosing *Party*'s prior written consent, and
- iii. such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorised in writing by the disclosing *Party*.

The confidentiality obligation stipulated above does not extend to information for which the beneficiary *Party* can prove:

- it had a public nature prior to its communication by the other *Party* or fell within the public domain after its communication by the other *Party* but though not fault of its own;
- it was already in its possession at the time of signature of the Consortium Agreement;
- it was received from a third party without breach of any secrecy obligation.

The Parties shall contractually impose the same obligations on all of their employees or any other personnel working for a *Party*, who may have access to confidential information, to the maximum extent and for the maximum duration authorised by law, including upon the end or the termination of their employment or work.

The Parties shall impose the same obligations on their *Affiliates* and subcontractors.

IV.2 Publications

A *contractor* may publish or allow the publication of data, on whatever medium, concerning *Knowledge* it owns provided that this does not affect the protection of that *Knowledge*.

To this end the *Commission* and the other *Contractors* shall be given 30 days prior written notice of any planned publication through a brief description and the subject of the proposed publication or communication.

If, before the end of this period, the *Commission* and/or the other *Contractors* so request, a copy of this data shall be communicated to them within 30 days after receipt of such notice.

The *Commission* and the other *contractors* may object to the publication within 30 days after receipt of the data envisaged to be published, if they consider that the protection of their *knowledge* would be adversely affected by this publication.

The planned publication shall be suspended until the end of this consultation period. In the absence of any objection within the above-mentioned period, it is deemed that the *Commission* and the other *contractors* agree.

Objection or opposition to a publication may consist in:

- a) a request for modifications, specifically if certain pieces of information contained in the proposed publication or communication are likely to affect the industrial and commercial *Use* of *Knowledge*; or
- b) a request that the publication or communication be 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.

However, none of the Parties may withhold their consent to publication or communication upon the expiry of a period of twelve (12) 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.

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

However, nothing contained in the above paragraph shall prevent:

- the submission of a thesis to examiners in accordance with the normal regulations and practice of the Academic Parties subject where appropriate to such examiners being bound by confidentiality provisions in no less terms than those outlined in article IV.1 ;

- the obligation of a *Party* to issue a scientific activity report for the State or administrative organization who it belongs to. This communication shall not constitute a public disclosure, but will be an internal communication to the Contractor. It is the responsibility of the *Party* concerned to ensure that this communication shall not constitute a public disclosure.

IV.3. General principles regarding Pre-Existing Know-How (PEKH)

IV.3.1. Ownership

Each *Contractor* is and remains the sole owner of its intellectual and industrial property rights over its *PEKH*. Unless expressly provided otherwise, trademarks are not part of *PEKH*.

IV.3.2. Identification of Pre-Existing Know-How

The *Parties* have identified and listed in **Annex n° 1** the *Pre-Existing Know-How* which they explicitly wish to exclude from the granting of *Access rights* for the Project.

The *Parties* consequently agree that all other *Pre-Existing Know-How* shall be considered as usable for the implementation of the Project, provided however that the *Parties* may update **Annex n° 1** to extend the listed *Pre-Existing Know-How* which is excluded from *Access rights* within the Project.

IV.4. General principles applicable to Knowledge

IV.4.1. Ownership and protection of Knowledge

Knowledge shall be the property of the *Party* carrying out the work leading to that Knowledge.

When several *Parties* have jointly carried out work generating the Knowledge and where their respective share of work cannot be ascertained, they shall have joint ownership of that Knowledge.

The *Parties* concerned (“Contributors”) agree to jointly apply to obtain and/or maintain the relevant intellectual property rights and shall strive to set up amongst themselves appropriate agreements in order to do so.

These co-ownership agreements shall specify, inter alia, the applicable arrangements in case of the extension of rights as well as those applicable to the allocation and assumption of expenses in connection with the requested protection. The share of each of the Contributors to the development of the Knowledge shall be defined proportionally to the resources implemented by each, whether human, financial or intellectual.

So long as any such rights are in force, such Contributors shall be entitled to *Use* and to licence such right on a non-exclusive basis with a financial compensation decided on a case-by-case basis in accordance with the agreements concluded with the prior consent of the other Contributors. This compensation will be due to Academic *Contractors*.

In case a *Party* (“Originators”) decides in its sole discretion that it does not intend to seek adequate and effective protection over certain pieces of its Knowledge issuing from the Project, then, the Originator shall inform in writing the other *Parties*, through the Co-ordinator, and any *Party* interested in applying to obtain and maintain such protection shall advise the other *Parties* through the Co-ordinator and in writing within one (1) month of receipt of relevant notice.

In case several *Parties* are interested in so applying, they shall strive to set up amongst themselves and with the Originator appropriate agreements to this end.

Should no other *Party* show an interest in so applying, the Coordinator shall inform accordingly the *Commission* in accordance with Annex II General Conditions - Part B, Article II.33.

The foregoing shall be without prejudice to the *Access rights* of all *Parties* that will remain unaffected.

The agreement concluded between the *Party* and a subcontractor is required (i) to prohibit the subcontractor from patenting or from applying for any intellectual property right protection related to the results obtained; (ii) to transfer the ownership of any results obtained by a subcontractor in the performance of its work; all results belonging to the prime *Contractor*.

IV.4.2 Use and Dissemination

If dissemination of Knowledge does not adversely affect its protection or *Use* and subject to legitimate interests, the *Parties* shall ensure further dissemination of their own Knowledge as provided under the EC Contract and this Consortium Agreement.

IV.5 . Access Rights

IV.5.1. General principles

Each *Party* shall take appropriate measures to ensure that it can grant *Access rights* and fulfil its obligations under the EC Contract and this Consortium Agreement notwithstanding any rights of its employees, or any person it assigns or engages to perform its own work package for the *Project*.

The *Parties* agree that *Access rights* are granted on a non-exclusive basis.

The *Parties* also agree that, if not otherwise provided in this Consortium Agreement or granted by the owner of the *Knowledge* or *Pre-Existing Know-How*, *Access rights* shall not include the right to grant sublicenses.

The *Parties* agree that when applied to *Software*, *Access rights* do not include access to *Source code*. *Access rights* to *Source code* may be granted on request. The *Party* owner of the *source code* may reject any such a request, unless needed as described below.

The *Parties* also agree that *Access rights* to *Software* are granted exclusively on a domain defined before the commencement of the Project.

Needed *Access rights* shall be granted upon request as described below and in accordance with the provisions of Annex II General Conditions - Part B, Article II-35.

Access rights are regarded as 'needed' when a *Party* reasonably believes that, without *Access rights* to another *Party's Pre-Existing Know-How* or Knowledge, the performance of its own work package for the Project or the *Use* of its own Knowledge resulting from the Project would be technically impossible or significantly delayed.

Such *Party* shall then promptly request in writing *Access rights* from said other *Party*, identify the extent of the *Access rights* and provide reasonable evidence of its needs.

IV.5.2. Affiliates

Upon request, each *Party* may grant *Access rights* to the *Affiliates* of the requesting *Parties* (should *Affiliates* enter within the project they will be identified in Annex 2) as if such *Affiliates* were *Parties* hereto, provided all such *Affiliates* are bound by all confidentiality and other obligations of the *Parties* under the EC Contract and under this Consortium Agreement, including but not limited to confidentiality undertakings as if such *Affiliates* were *Parties* thereto.

A parent company, which is not a *Party* for the purposes of the EC Contract with the *Commission* is not eligible to benefit from any *Access rights*.

Upon cessation of the control of an *Affiliate* any *Access rights* granted to such *Affiliate* in respect of Knowledge or *Pre-existing Know-How* shall lapse, except otherwise agreed between such *Affiliate* and the *Party* concerned.

IV.5.3. Access rights for execution of the Project

The *Parties* agree that the *Access rights* to the *Pre-existing Know-How* needed for carrying out their own work under the Project shall be negotiated on a case-by-case basis.

The *Parties* agree that the *Access rights* to the Knowledge needed for carrying out their own work under the Project shall be granted on a royalty-free basis.

IV.5.4. Access rights for Use of Knowledge

The *Parties* agree that the *Access rights* to the *Pre-Existing Know-How* needed for the requesting *Party* in order to *Use* its own knowledge shall be granted on fair and non-discriminatory conditions.

The *Parties* agree that the *Access rights* to the *Knowledge* needed for the requesting *Party* in order to *Use* its own Knowledge shall be granted at *preferential conditions*.

Each *Party* (the "*First Contractor*") may enter into a technical cooperation or licensing arrangement with a third party in respect of any minor amount of Knowledge of another *Party* (the "*Second Contractor*") which have been unavoidably incorporated into or amalgamated with the *First Contractor's* own Knowledge.

In such circumstances and upon request of the *First Contractor*, the *Second Contractor* shall grant to the *First Contractor* non-exclusive licences over its Knowledge against terms and conditions to be agreed, provided that no legitimate interests of the *Second Contractor* oppose the grant of such licence.

IV.6. Protection of Acronym of the Project and filing of a domain name

After having carried out all searches for prior rights that may be required, the *Contractors* may agree that the Coordinator or any other *Contractor* shall be in charge of proceeding, in its own name, with the filing of the acronym for the Project as a Trade mark as well of a corresponding domain name. The *Contractors* shall agree on the extent of the protection sought.

The non-filing *Parties* shall benefit from a non-exclusive licence to *Use* this mark under financial terms corresponding to an amount no higher than that resulting from an equal share of the cost of filing, obtaining and maintaining the Trade mark.

IV.7. Specific provisions to Access Rights to Software

IV.7.1 General Principles relating to Access Rights to Software

For the avoidance of doubt, the general provisions for *Access rights* provided for in this Section IV are applicable also in case of *Software*.

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

Limited Source Code Access comprises:

- (i) access to Object Code; and,
- (ii) where normal use of such Object Code requires an API, access to Object Code and such API; and,
- (iii) if neither (i) nor (ii) is available, and subject to agreements which may be concluded between the concerned *Parties*, access to Source Code.

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

IV.7.2 Access Rights to Software for the execution of the Project

Access rights to Software which is *Knowledge* or *Pre-Existing Know-How*, needed for the execution of the *Project* shall be granted upon request on the basis of *Limited Source Code Access*, as of the date set out in the *Contract* on a royalty-free basis to and by all *Parties*.

IV.7.3 Access Rights to Software for Use

Access rights to Software which is *Knowledge* resulting from the *Project*, and which is needed for *Use*, shall be granted upon written request, to and by all *Parties*, on the basis of *Limited Source Code Access*, subject to Section IV.4.1., and subject to a bilateral agreement by the *Parties* concerned :

- on a royalty-free basis for research activities ;
- and on *Preferential Conditions* for developing, creating and marketing a product or process, or for creating and providing a service.

Access rights to Software which is *Pre-Existing Know-How* needed for *Use* shall be granted on *Preferential Conditions* to and by all *Parties* participating in the *Project* subject to a bilateral agreement between the *Parties* concerned.

IV.7.4 Software license and sub-licensing rights

1. *Access rights* to *Object Code* and/or *Limited Source Code Access* all granted in accordance with Sections IV.7.1, IV.7.2 and IV.7.3 shall comprise the worldwide right

- a) to use *Object Code* in research, or to create and market a product or process, or to create and provide a service; and
- b) to make and have made an unlimited number of copies of *Object Code*; and
- c) to distribute, make available, market, sell and offer for sale; even by using services of a third party, such *Object Code* in connection with products or services of the *Party* having the *Access rights*.

provided however that,

- the *Party* who has developed any product, process or service, referring to cases a), b) and c) of the above paragraph, has done so in accordance with its rights to use *Object Code* and *Limited Source Code Access* for its own *Knowledge*;
- *Object Code* and *Limited Source Code Access* represent only a minor part of the software of the overall product, process or service, the notion itself of 'minor part' being defined on a case-by-case basis in an agreement between the concerned

Parties; and

- *Object Code* and *Limited Source Code Access* cannot be separated from and/or have been amalgamated with such product, process or service.

V LIABILITY AND INDEMNIFICATION

V.1 Exclusion or direct damages

No *Party* shall be responsible to another for indirect or consequential loss or damages such as but not limited to loss of profit, loss of revenue, or loss of contracts.

V.2 Liability towards the Commission

Public bodies only assume, in accordance with the Participation Rules and the EC Contract, their own debts.

Notwithstanding any collective responsibility of the *Parties* which may exist towards the *Commission*, according to Articles II.16 and II.17 of Annex II of the EC Contract each *Party* shall be liable towards the others for any losses or damages suffered by the *Commission*, as a consequence of any failure to perform all or part of its obligations under the EC Contract or under this Consortium Agreement.

Accordingly, should the *Commission*, in accordance with the provisions of the EC Contract, claim any reimbursement, indemnity or payment of damages from one or more *Parties*, the *Parties* agree that:

- i. each *Party* whose default has caused or contributed to cause such claim shall indemnify each of the other *Parties* against such claim, provided always that the total and cumulative limit of liability of that *Party* towards all the other *Parties* collectively, in respect of any and all such claims shall not exceed twice the contribution it is entitled to receive as per the EC Contract. After payment of the *Commission*, any excess shall be apportioned between all the *Parties* having suffered damages from the failure of the Defaulting *Party(ies)*, proportionally to their Project Shares; and
- ii. in the event it is not possible to attribute the default to any *Party* under (i), the amount claimed by the *Commission* shall be apportioned between all the *Parties*, except public bodies, proportionally to the contribution they are entitled to receive.

V.3 Liability towards third Parties

Subject always to such other undertakings and warranties as are provided for in this Consortium Agreement and the EC Contract, each *Party* shall be solely liable for any loss, damage or injury to third parties resulting solely from the performance of its work packages .

V.4. Liability for Subcontractors

Each *Party* shall remain fully responsible for the performance of any part of its work packages , or for the performance of its obligations under the EC Contract by any subcontractor.

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

VI CHANGE TO THE CONSORTIUM

VI.1 Inclusion of a new Contractor.

VI.1.1. Inclusion of new Contractors without any additional contribution from the Commission

The Programme of Activities and the EC Contract determine the changes to the composition of the Consortium requiring a competitive selection procedure. In all other cases, without contrary decision of the General Assembly, no competitive selection procedure shall apply.

The inclusion of new *Contractors* will be implemented by the *General Assembly* with the support of the *Management Team* pursuant to the provisions of Annex I of the EC Contract.

VI.1.2. Entry of new Contractors with an additional contribution from the Commission

The *Commission* may increase the Community's financial contribution to the Project during the course of its conduct in view of extending it to cover new activities that could involve new *Contractors*.

The *Commission* does so through calls for additional proposals, which it publishes in accordance with the rules of participation. The *Commission* shall evaluate and select these proposals in agreement with the Consortium.

VI.1.3. Conditions of participation in the Project by the new Contractors

By joining the Project a new *Contractor* agrees to participate (through human, material and/or financial means) in the Programme of Activities.

The entrance into the Consortium of a new *Contractor* becomes effective on the date it adheres to the EC Contract by the signature of form B and to the Consortium Agreement by the signature of an amendment.

Access rights:

The new *Contractor* has access to the *Pre-Existing Know-How* of the other *Contractors* for the purpose of research, *Use* or dissemination upon written request pursuant to the terms set forth in Section IV "IPR and Access Rights".

Nevertheless, any *Contractor* pursuant to the provisions of EC Regulation article 25.3 shall have the right to exclude some of its *Pre-Existing Know How* from the new *Contractor Access rights*.

The new *Contractor* has access to the Knowledge prior to its arrival for the purpose of research activities after the end of the project, *Use* and dissemination at market conditions.

VI.2 Withdrawal, exclusion of a Contractor

VI.2.1. Withdrawal of a Contractor

Any *Contractor* may request to terminate its participation in the EC Contract and the Consortium Agreement, by giving three (3) months written notice of termination to the other *Contractors*, by registered mail with acknowledgement of receipt, indicating the reasons for termination.

The *General Assembly* may object to such termination by unanimous vote minus the vote of the withdrawing *Contractor*, indicating the reasons for objection, within a period of forty-five (45) days from receipt of notification.

If the *General Assembly* agrees, the Coordinator shall inform the *Commission* by registered mail with acknowledgement of receipt in accordance with the provisions of the EC Contract. The *Commission* has six weeks from receipt to issue an objection.

Where the Consortium disagrees, the Coordinator shall submit to the *Commission* a request for assistance, in accordance with the provisions of the EC Contract.

Consequences of withdrawal :

- 1- The *Contractor* agrees to treat as confidential all confidential information, as defined in Section IV hereinafter, for a period of ten (10) years from the date of its withdrawal, and agrees not to apply for any patent or other proprietary right over any information it may have had knowledge of in connection with its participation in the Project.
- 2- *Access rights*: any *Contractor* withdrawing from the Consortium:
 - loses *Access rights* to Knowledge produced and *Pre-Existing Know-How* identified, after its withdrawal;
 - keeps *Access rights* to *Pre-Existing Know-How* and to the Knowledge of the other *Contractors* (in the state existing on the date of withdrawal), provided that (i) it is required, for the *Use* of the Knowledge of which it is the owner or co-owner

and (ii) such *Access rights* are requested at least within two years after its withdrawal;

- keeps its entitlement to royalties generated by the *Use* by the other co-owners or third parties of the Knowledge produced in the scope of the Project of which it is the owner or co-owner. Royalties will be calculated proportionally to its co-ownership share, or pursuant to the co-ownership agreement(s) or licence(s) concluded prior to its withdrawal;

- 3- The other *Contractors* keep, for the purposes of the research carried out in the scope of the Project, *Access rights* pursuant to the terms set forth in Section IV to the *Pre-Existing Know-How* (in the state existing on the date of withdrawal) of the withdrawing *Contractor* and to the Knowledge produced by it in the scope of the Project pursuant to the terms set forth in Article 26 and 27 of the Regulation concerning the rules for participation.
A withdrawing *Contractor* shall return all equipments or materials provided by the other *Contractors*, or destroy them upon their written request, at its own costs.

4 - Financial consequences for the withdrawing *Contractors*.

The withdrawing *Contractor* shall pay the following costs:

- the procedure fees to select a new *Contractor(s)* to carry out the Project; in an amount determined by the General Assembly.
- a financial compensation if the withdrawal affects the conduct of the Project, in an amount determined by the General Assembly.

The *Contractor* is required to honour its financial commitments contracted prior to the effective date of its withdrawal;

The *Contractor* is required to refund all advances paid to it from the EC contribution except the amount spent for the performance of the Project, with appropriate justifications;

- 5- Consequences on access to research infrastructures acquired with project co-financing: these shall be defined in the loan for use agreements and the co-ownership rules, if any.
- 6- The *Contractor* agrees to provide justifications in connection with the period during which it participated in the Project and any other element required to prepare the Project Deliverables, even after the date of its withdrawal.
- 7- The *Contractor* agree to make a special endeavour to pursue doctoral dissertations commenced in the scope of the Project under the best possible conditions.
- 8- The relevant consequences of the withdrawal of a *Contractor* are the same for its *Affiliates*.

VI.2.2. Exclusion of a Contractor

The exclusion of a *Contractor* may be decided by the *General Assembly* unanimous vote minus the vote of the concerned *Contractor* and pursuant to the terms set forth in the EC Contract.

The exclusion of a *Contractor* has the same consequences as a withdrawal.

VII FORCE MAJEURE

Notwithstanding any provisions on *Force Majeure* provided for in the *EU Contract*, a failure in the performance of this *Consortium Agreement* cannot be imputed or assumed to a *Party* to the extent it is due to "Force Majeure".

The expression "*Force Majeure*" shall mean any unforeseeable and insuperable event affecting the *Party* fulfilling its obligations hereunder.

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

VIII MISCELLANEOUS

VIII.1 No partnership or agency

Nothing in this *Consortium Agreement* shall create a partnership or agency between the *Parties* or any of them.

VIII.2 Assignment

No *Party* shall, without the prior written consent of the other *Parties*, or *Parties* assign or otherwise transfer partially or totally any of its rights and obligations under this *Consortium Agreement*. Such consent shall not be unreasonably withheld or delayed when such assignment or transfer is in favour of an *Affiliate* of that *Party*.

VIII.3 Term and Termination

This *Consortium Agreement* shall come into force as from the date of the signature of this Consortium Agreement and will have retroactive effect at April 2003, the 24. However, this *Consortium Agreement* shall come into force for *Parties* joining on the basis of a *Declaration of Accession* as from the *Accession Date*.

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

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

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

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

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

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

VIII.4 Settlement of Disputes

All disputes or differences arising from the implementation of this Consortium Agreement, which cannot be amicably settled between the concerned *Contractors*, shall be finally settled through arbitration in Geneva, Switzerland, under the Rules of the WIPO Arbitration and Mediation Center. Arbitration shall be conducted in the English language.

The arbitration award, if providing for damages, shall include interest from the date of any breach or other violation of this Consortium Agreement.

The arbitration award shall be final and binding upon the *Contractors*, not subject to appeal, and honored by the *Contractors* without having resort to any court; however, if the award is not carried out voluntarily and without delay, it shall be referred to and enforced by any court having jurisdiction over the subject matter or any of the *Parties* or their assets.

VIII.5 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.

VIII.6 Applicable Law

This *Consortium Agreement* shall be construed according to and governed by the law provided in Article 12 of the *EU Contract*.

VIII.7 Entire Agreement - Amendments - Severability

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

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*.

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 *Contractors* 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.

VIII.8 Counterparts

This *Consortium Agreement* shall be executed in 30 counterparts, all of which together shall constitute one and the same instrument. The *Co-ordinator* and every *Party* shall each initial and sign three counterparts.

The *Co-ordinator* has an obligation to send copies of all the signed counterparts to each *Party* within sixty (60) days of receipt of the signed counterparts.

ANNEX 1 :

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| LIST OF <i>PRE-EXISTING KNOW-HOW</i> THAT COGNIRON PARTNERS EXPLICITLY WISH TO EXCLUDE FROM THE GRANTING OF <i>ACCESS RIGHTS</i> |
|---|

(in accordance with paragraph IV.3.2 of this CONSORTIUM AGREEMENT.)

| | <i>Pre-Existing Know-How</i> the <i>Parties</i> are excluding from the granting of <i>Access Rights</i> within the frame of the implementation of the COGNIRON Project. |
|---------------------|--|
| 1- LAAS CNRS | NONE |
| 2- EPFL | <ul style="list-style-type: none">- For EPFL as a whole : Any intellectual property of EPFL not generated by employees, scientists or professors of the laboratories LSA1 and LSA3 participating to the COGNIRON European Project- For the LSA1 and LSA3 Departments : NONE |
| 3- FhG / IPA | NONE |
| 4- KTH | NONE |
| 5- UVA | NONE |
| 6- UniBi | NONE |
| 7- UH | NONE |
| 8- UniKarl | NONE |
| 9- VUB | NONE |
| 10- GPS | NONE |
| 11- Future Partners | <i>To be determined upon entry within the Consortium.</i> |

ANNEX 2 :

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| LIST OF AFFILIATES -To be updated upon entry, if required- (in accordance with paragraph IV.5.2 of this CONSORTIUM AGREEMENT.) |
|--|

| | List of Affiliates involved within COGNIRON |
|----------------------------|---|
| 1- LAAS CNRS | NONE |
| 2- EPFL | NONE |
| 3- FhG / IPA | NONE |
| 4- KTH | NONE |
| 5- UVA | NONE |
| 6- UniBi | NONE |
| 7- UH | NONE |
| 8- UniKarl | NONE |
| 9- VUB | NONE |
| 10- GPS | NONE |
| 11- Future Partners | <i>To be determined upon entry within the Consortium.</i> |

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| DECLARATION OF ACCESSION TO THE COGNIRON CONSORTIUM AGREEMENT |
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The entity represented for the purpose hereof by the *persons legally authorised to act on its behalf and* acting as its legal authorised representative, hereby consents to become a *Party* to this *Consortium relating to the Project COGNIRON* and accepts all the rights and obligations of a *Party*.

Done in 3 (three) copies, of which two shall be kept by the *Co-ordinator* and one by the *Party*.

1- Name of Legal Entity : **CNRS (LAAS-CNRS)**

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déléguée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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2- Name of Legal Entity : Ecole Polytechnique Fédérale de Lausanne (EPFL), Laboratoires de Systèmes Autonomes 1 & 3 (LSA1 and LSA 3)

Name of legally authorised representative : **Prof . Roland SIEGWART**

Title of legally authorised representative : **Director of the Autonomous Systems Laboratory**

Date and Signature of legally authorised representative :

For the Co-ordinator : CNRS (LAAS-CNRS)

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Délégée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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3- Name of Legal Entity : Fraunhofer Gesellschaft zur Förderung der angewandten Forschung e.V. / Fraunhofer Institut für Produktionstechnik und Automatisierung (FhG / IPA)

Name of legally authorised representative : **Mr. Rüdiger DORNER**

Title of legally authorised representative : **Head of Department**

Date and Signature of legally authorised representative :

For the Co-ordinator : CNRS (LAAS-CNRS)

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déléguée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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Moreover, subject to the applicable Intellectual Property Law in Sweden, the concerned entity's researchers involved within the *Project COGNIRON* have to sign in addition Individual Declarations of Accession, which are to be appended to this Consortium Agreement.

Done in 3 (three) copies, of which two shall be kept by the *Co-ordinator* and one by the *Party*.

Legal Entity :

4- Name of Legal Entity : Kungl Tekniska Högskolan (KTH)

Name of legally authorised representative : **Prof. Anders FLODSTRÖM**

Title of legally authorised representative : **Professor and President**

Date and Signature of legally authorised representative :

For the Co-ordinator : CNRS (LAAS-CNRS)

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déleguée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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5- Name of Legal Entity : Universiteit van Amsterdam (UVA)

Name of legally authorised representative : **Dr. Sijbolt NOORDA**

Title of legally authorised representative : **President**

Date and Signature of legally authorised representative :

For the Co-ordinator : CNRS (LAAS-CNRS)

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déleguée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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6- Name of Legal Entity : Universität Bielefeld (UniBi)

Name of legally authorised representative : **Ms. Ulrike GARUS**

Title of legally authorised representative : **Administrative Manager**

Date and Signature of legally authorised representative :

For the Co-ordinator : CNRS (LAAS-CNRS)

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déléguée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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7- Name of Legal Entity : University of Hertfordshire (UH)

Name of legally authorised representative : **Mr. Philip WATERS**

Title of legally authorised representative : **Secretary and Registrar**

Date and Signature of legally authorised representative :

For the Co-ordinator : CNRS (LAAS-CNRS)

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déléguée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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8- Name of Legal Entity : Universität Karlsruhe (TH) (UniKarl)

Name of legally authorised representative : **Mrs Karin PLÖNERT**

Title of legally authorised representative : **Official for Legal Matters**

Date and Signature of legally authorised representative :

For the Co-ordinator : CNRS (LAAS-CNRS)

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déléguée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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9- Name of Legal Entity *Vrije Universiteit Brussel (VUB)*

Name of legally authorised representative : **Prof. Benjamin VAN CAMP**

Title of legally authorised representative : **Rector**

Date and Signature of legally authorised representative :

For the Co-ordinator : *CNRS (LAAS-CNRS)*

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déléguée Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :

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10- Name of Legal Entity : GPS Gesellschaft für Produktionssysteme GmbH (GPS Stuttgart)

Name of legally authorised representative : **Dr. Heinrich VÄHNING**

Title of legally authorised representative : **Director (CEO)**

Date and Signature of legally authorised representative :

For the Co-ordinator : CNRS (LAAS-CNRS)

Name of legally authorised representative : **Mrs Katherine PIQUET-GAUTHIER**

Title of legally authorised representative : **Déléguee Régionale du CNRS en Midi-Pyrénées**

Date and Signature of legally authorised representative :