

SEVENTH FRAMEWORK PROGRAMME

MARIE CURIE
INITIAL TRAINING NETWORK



CONSORTIUM AGREEMENT

for the Project called

Crystal2Plate

“How does Plate Tectonics work:
From crystal-scale processes to mantle convection
with self-consistent plates”



Contract number: PITN-GA-2008-215353

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CONSORTIUM AGREEMENT

This agreement (hereinafter referred to as the "Consortium Agreement") is made on 18-JUNE-2009 (hereinafter referred to as "Effective Date"),

BETWEEN:

1. **UNIVERSITY MONTPELLIER 2**, which is located at 2 place Eugène Bataillon, 34095 MONTPELLIER Cedex 05, FRANCE (hereinafter referred to as the "**UM2**" or as the "Coordinator") and which represents a third party: Centre National de la Recherche Scientifique – Délégation Languedoc Roussillon (CNRS) located at 1919 route de Mende, 34293 MONTPELLIER Cedex 05, FRANCE;
2. **UNIVERSITY OF BRISTOL**, which is located at Senate House, Tyndall Avenue BS8 1TH BRISTOL, UNITED KINGDOM (hereinafter referred to as the "**UNIVBRIS**")
3. **UNIVERSITEIT UTRECHT**, which is located at Heidelberglaan 8, 3584 CS UTRECHT, NETHERLANDS (hereinafter referred to as the "**UU**")
4. **EIDGENOESSISCHE TECHNISCHE HOCHSCHULE ZUERICH**, which is located at Raemistrasse 101, 8092 ZUERICH, SWITZERLAND (hereinafter referred to as the "**ETH Zurich**")
5. **UNIVERSITA DEGLI STUDI ROMA TRE**, which is located at VIA OSTIENSE 161, 00154 ROMA, ITALIA (hereinafter referred to as the "**UNIROMA TRE**")
6. **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, which is located at Rue Michel-Ange 3, 75794 PARIS, France (hereinafter referred to as the "**CNRS-FAST**")
7. **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS**, which is located at Calle Serrano 117, 28006 MADRID, SPAIN (hereinafter referred to as the "**CSIC**")

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

relating to the collaborative training network entitled "**How does plate tectonics work: from crystal-scale processes to mantle convection with self-consistent plates**" with the acronym "**CRYSTAL2PLATE**" (hereinafter referred to as the "Project") and with the EC Grant agreement Number PITN-GA-2008-212153.

WHEREAS:

- A. The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Commission in response to Call FP7-PEOPLE-2007-1-1-ITN, which is part of the "People" specific programme of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities, under the funding scheme "Initial Training Network".
- B. The Parties that entered into an agreement with the Community in respect of the Project, wish to specify or supplement binding commitments among themselves in addition to the provisions of such agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 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. To avoid doubt, whilst there shall be no need to replicate any definitions shown in the Rules for Participation or Grant Agreement herein, any said definitions repeated in this Consortium Agreement have been so repeated either for ease of reference or to supplement, but not conflict with, such definition.

1.2 Additional Definitions

Without prejudice to any definitions shown elsewhere in this Consortium Agreement, the following additional definitions shall apply:

"Advisory Committee" or **"AC"** means the advisory committee established in accordance with Section 6.4 to review and provide advice in respect of the training programme undertaken by the corresponding ESR/ER.

"Associated Partner(s)" means the legal entity (ies), which are not Party(ies) to this Consortium Agreement, who will contribute to the Project as described in Section 2.2. The initial list of Associated Partners is shown in Attachment 2.

"Attachment" means any attachment to this Consortium Agreement, including any amendment thereof.

"Commercial purposes" means the transfer of Foreground and/or Background to a for-profit organisation including, but not limited to, by sale, lease or licence, by inclusion in further research for third parties or any other means including performing a contract research service, in such a way that a for-profit organisation is enabled to use such Foreground and/or Background.

"Community Financial Contribution" means the Community's financial contribution to the Project as described in Article 5 of the Grant Agreement.

"Confidential Information" means, without prejudice to the definition shown in Article II.9.1 of the Grant Agreement, all information in whatever form or mode of transmission, which is disclosed by a party to any other party in relation to the execution of the Project 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 fifteen (15) calendar days at the latest, as confidential information by the disclosing party.

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

"Consortium Plan" means the description of the Project work and the related agreed Consortium Budget, including the payment schedule, shown in Annex I of the Grant Agreement that may be subsequently updated depending on approval by the Supervisory Board.

"Coordination Team" means the individuals described at clause 6.6

"Coordinator" means the institution responsible for all relations between the European Commission and the parties and in charge with all tasks mentioned in the Article II 2 of the Grant Agreement. The **"scientific coordinator"** means the scientist who represents the coordinating institution in the consortium and who is responsible of all coordinated tasks.

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

"Discloser" means the party that has disclosed Confidential Information to the Recipient.

"Early Stage Researcher(s)" or **"ESR(s)"** and **"Experienced Researcher(s)"** or **ER(s)"** mean, without prejudice to the definition shown in Article III.1.2 of the Grant Agreement, the individual(s) being trained under the Project.

"ESR or ER Project(s)" means the research training project(s) that will be undertaken by the corresponding ESR(s) or ER(s).

"ESR or ER Foreground" means Foreground generated by an ESR or an ER.

"Force Majeure" means, without prejudice to the definition shown in Article II.39.1 of the Grant Agreement, any unforeseeable and exceptional event affecting the fulfilment of any obligation under the Grant Agreement and/or the Consortium Agreement by the Parties, which is beyond their control and cannot be overcome despite their reasonable endeavours.

"Grant Agreement" means the agreement, including its annexes, between the Community and the Parties relating to the implementation of the Project by the Parties or, if it has not yet been signed by the Commission and the Coordinator, the model multi-beneficiary grant agreement adopted by the Community on 16 April 2007 for Marie Curie Initial Training Networks conducted under the "People" specific programme of the Seventh Framework Programme. Grant Agreement also means, as applicable, any amendment of the Grant Agreement.

"Legitimate interest"

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

"Management Support Team" means the individuals that will assist the Coordinator in respect of the day-to-day administrative and financial management of the Project.

"Needed" means:

- (i) for the implementation of the Project: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party under the Consortium Plan would be impossible, significantly delayed such that completion of the Project within the anticipated period would not be reasonably possible, or require significant additional financial or human resources not foreseen in the corresponding Consortium Budget.
- (ii) 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.

"Personal Career Development Plan" means the plan defined in Article III.1.8 of the Grant Agreement.

"Principal Investigator(s)" or "PI(s)" means the senior scientist(s) employed by the Party that receives payment from the Community Financial Contribution who is responsible for supervising the training of an ESR or ER.

"Recipient" means the Party that has received Confidential Information from the Discloser.

"Rules for Participation" means the Regulation (EC) No. 1906/2006 of the European Parliament and of the Council concerning 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).

"Scientist In Charge" is the senior scientist as referred in Attachment 1 of this document, employed by the Party that receives payment from the Community Financial Contribution, who is responsible for supervising the overall scientific research and training programme and completing and signing scientific progress reports for his/her "Party".

"Supervisory Board" means, without prejudice to the definition shown in Article III.1.5 of the Grant Agreement, the Project management body responsible for overseeing all Project activities in accordance with Section 6.2.

"Supervisory Board Members" means the members of the Supervisory Board as constituted in accordance with clause 6.2.1

2 Section 2 Purpose

2.1 Consortium Agreement

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 and the management of the Project, plus the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

2.2 Project

2.2.1 The Parties acknowledge that the primary objective of the Project is to train 10 ESRs to PhD level and 2 ERs and support them in their career development by means of such ESRs and ERs:

- (i) undertaking individual Solid Earth Sciences research projects co-supervised/hosted by the Parties;
- (ii) attending training courses, short-courses, and workshops organised by the Parties in collaboration with the associated partners.

2.2.2 The list of anticipated ESR and ER Projects, which includes details of the corresponding PIs, is shown in Attachment 3. Modification of this Attachment 3 shall only require approval of the Supervisory Board.

3 Section 3: Entry into Force, Duration and Termination

3.1 Entry into Force

3.1.1 An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement or, as appropriate, upon signature of the accession document shown as Attachment 3 (the "Accession Document") by a duly authorised representative of such entity.

- 3.1.2 For entities directly signing this Consortium Agreement, such agreement shall have effect from the Effective Date indicated at the beginning of this agreement.
- 3.1.3 For entities signing the Accession Document, this Consortium Agreement shall have effect from the date identified on the corresponding Accession Document, provided such document has been countersigned by the Coordinator.

3.2 Duration and Termination

- 3.2.1 Once in force for a Party, this Consortium Agreement shall continue in full force and effect for such Party until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.
- 3.2.2 Notwithstanding the provisions shown in Section 3.2.1, this Consortium Agreement may be terminated earlier, either entirely or in respect of a specific Party, in accordance with the relevant terms of this Consortium Agreement and Articles II.36 and II.37 of the Grant Agreement.

3.3 Survival of Rights and Obligations

- 3.3.1 The provisions in this Consortium Agreement relating to definitions, Access Rights, non-disclosure of information, liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement, for any reason whatsoever, to the extent needed to enable the Parties to pursue the remedies and benefits provided for in those provisions.
- 3.3.2 Unless otherwise specifically shown in this Consortium Agreement, termination of participation of a Party in this Consortium Agreement shall not affect any rights or obligations of such a Party incurred prior to the date of termination. This includes the obligation to provide all input, deliverables and documents relating to the period of the leaving Party's participation in the Project.

4 Section 4: Responsibilities of the Parties

4.1 General Principles

- 4.1.1 Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.
- 4.1.2 Each Party providing one or more PIs undertakes to participate in one or more Advisory committees. Each ESR and ER has an advisory committee composed by two supervisors and two senior scientists selected by the consortium.
- 4.1.3 Each Party undertakes to notify promptly, in accordance with the management and governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.
- 4.1.4 Each Party shall provide promptly all information reasonably required by the Supervisory Board, the enlarged supervisory Board, the Coordinator, the coordination Team or the corresponding Advisory Committee to carry out its respective tasks.
- 4.1.5 Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

- 4.1.6 Each Party shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and guidelines, which are effective during the period of the Grant Agreement, including those governing health and safety, data protection, and where relevant, the use of human or animal subjects and good clinical practice. In this regard, each Party shall maintain the confidentiality, in accordance with the applicable laws, regulations and guidelines, of all samples and data relating to the use of human subjects, which is created or used in the course of the Project.

4.2 Breach

- 4.2.1 In the event the Supervisory Board identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, including following advice in such respect from the Coordinator or the Coordination Team, the Coordinator will give such Party written notice requiring that such breach be remedied within thirty (30) calendar days following receipt of written notice.
- 4.2.2 If a breach identified under Section 4.2.1 is substantial or persistent and not remedied within the required thirty (30) day period, the Supervisory Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof.

4.3 Involvement of Third Parties

- 4.3.1 Except as otherwise shown in this Consortium Agreement, a Party that enters into a subcontract or otherwise involves third parties (including but not limited to Associated Parties and 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 Grant Agreement. In addition, such Party has to ensure that the use of third parties does not affect the rights and obligations of the other Parties regarding Background and Foreground.
- 4.3.2 Each Party shall be solely responsible for preparing, negotiating and concluding an appropriate agreement with any third party expert members of the Advisory Committee responsible for reviewing training of the corresponding ESR and ER.

4.4 Accession of a new party/ Withdrawal of a party

- 4.4.1 All decisions concerning the evolution of the consortium, in particular the accession of a new party or a withdrawal of a party, will be taken only by the Supervisory Board with the rules of votes as referenced in art. 6.2.2 and 6.2.11. If there is a proposal from a partner concerning the accession of a new party or the withdrawal of a party, this partner must inform the scientific coordinator in writing. This item will be added for the next Supervisory Board meeting or if urgently and necessary, the scientific coordinator will organize an extraordinary Supervisory Board meeting for that purpose.

5 Section 5: Liability

5.1 Liability Towards the Other Parties

- 5.1.1 Subject always to any limitations or exemptions as are provided for in this Consortium Agreement and the Grant Agreement, each Party shall be solely liable for any loss, damage or injury to the other Parties resulting from the performance by the said first Party of their obligations under this Consortium Agreement or from its use of Foreground or Background.

- 5.1.2 The Coordinator shall have no liability towards the other Parties concerning information, advice or assistance provided by third parties or Associated partners.

5.2 No Warranties

- 5.2.1 Notwithstanding the provisions shown in Sections 4.1.5 and 9.2.2, in respect of any information or materials supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied neither as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.
- 5.2.2 The recipient Party shall in all cases be entirely and solely liable for the use to which it puts any information and materials provided by another Party under Section 5.2.1.

5.3 Limitations of Liability

- 5.3.1 No Party shall be responsible to any other Party for indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
- 5.3.2 A Party's aggregate liability towards the other Parties collectively under this Agreement shall be limited to once the Party's share of the Consortium Budget.
- 5.3.3 The exclusions and limitations of liability stated in this Section 5.3 shall not apply in the case of damage caused by the gross negligence of a Party.
- 5.3.4 The terms of this Consortium Agreement shall not be construed to amend or limit any liability that, by applicable law, cannot be amended or limited.

5.4 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 under this Consortium Agreement or from its use of Foreground or Background.

5.5 Force Majeure

- 5.5.1 No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure.
- 5.5.2 Each Party will notify the Supervisory Board, via the Scientific Coordinator if this is practical, of any Force Majeure event as soon as reasonably possible.
- 5.5.3 If the consequences of a Force Majeure event for the Project are not overcome within six (6) calendar weeks after notification to the Supervisory Board, the transfer of affected tasks - if any - shall be decided by the Supervisory Board.

6 Section 6: Management, Implementation and Governance

6.1 General Structure

- 6.1.1 The Supervisory Board as the decision-making body responsible for overall scientific and management questions (administrative, financial, legal, IPR ...) of the Project in accordance with Section 6.2.
- 6.1.2 The Enlarged Supervisory Board as responsible for assessment of ESRs and ERs and conflict management as described in Section 6.3.

- 6.1.3 The Advisory Committees as the bodies responsible for monitoring and evaluating the training and ESR or ER Project of the corresponding ESR or ER in accordance with Section 6.4.
- 6.1.4 The Coordinator as the legal entity who will act as the intermediary between the Parties and the Commission in respect of the Project and shall, in addition to its responsibilities as a Party, perform the Project management tasks assigned to it as described in Section 6.6.
- 6.1.5 The Coordination Team as the individuals appointed by the Coordinator.

6.2 Supervisory Board

- 6.2.1 The Supervisory Board shall consist of the meeting of the "Scientist in charge" of each party or his/her representative, one (1) representative of the Associated Partners, and one (1) representative of the ESRs and ERs (elected for one (1) year representation), collectively the "Supervisory Board Members" and individually "Supervisory Board Member" .

Four Working groups will support the Supervisory Board on the matters of:

- Working group 1: Scientific training
- Working group 2: Career and personal development
- Working group 3: Relations with Industry
- Working group 4: Communication

Each Working group will be coordinated by one or two PIs (Attachment 1)

- 6.2.2 Each Supervisory Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on the following matters on behalf of the party which they represent:

- (i) appointing ESRs and ERs selected in accordance with the procedures shown in Annex I of the Grant Agreement and the training programmes proposed by the consortium (ensuring equal opportunities and gender balance);
- (ii) ESR and ER training programmes, career development plan, progress reports, presentations, assessment and all aspects of their scientific environment;
- (iii) mentoring of ESRs and ERs experiencing personal or ESR and ERS Project-related difficulties;
- (iii) ensuring good communication and exchange of best practice between teams and between senior scientists, ESRs and ERs;
- (iv) ensuring an effective dissemination and publicity for the network scientific results and training actions;
- (v) coordinating the relations within the parties and with the associated partners;
- (vi) determining the assessment procedure and proposing the necessary changes in the network functioning as a function of the annual assessments;
- (vii) controlling and validating of scientific and financial reports;
- (viii) proposals to the Commission for changes to Annex I of the Grant Agreement;
- (x) changes to the Consortium Plan (including the Consortium Budget) that do not require approval of the Commission;
- (xi) modifications to Attachments 1 and 2;
- (xii) withdrawals from Attachments 5 and 6;
- (xiii) additions to Attachments 5 and 6
- (xiv) advice provided to specific Parties and Associated Partners in respect of intellectual property issues arising from the corresponding ESR and ER Project;
- (xv) proposals to the Commission in respect of the entry of a new entity to the Grant Agreement;

- (xvi) entry of a new Party to the Consortium Agreement and approval of the settlement on the modalities and conditions of the accession of such a new Party;
- (xii) proposals to the Commission in respect of the withdrawal or termination of the participation of a Party in the Grant Agreement;
- (xiii) withdrawal of a Party from the Consortium Agreement and the approval of the settlement on the modalities and conditions of the withdrawal;
- (xix) declaration of a Party to be a Defaulting Party;
- (xx) corrective measures to be required from a Defaulting Party;
- (xxi) termination of a Defaulting Party's participation in the Consortium Agreement and measures relating thereto;
- (xxii) proposals to the Commission in respect of changing the Coordinator;
- (xxiii) proposals to the Commission in respect of the suspension of all or part of the Project;
- (xxiv) proposals to the Commission in respect of the early termination of all or part of the Project; and
- (xxv) proposals to the Parties in respect of early termination of the Consortium Agreement.

The parties which will be concerned by the points above from xii to xxi do not have the right to vote for these decisions.

6.2.3 The Scientific Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise by the Members.

6.2.4 Each Supervisory Board Member:

- (i) shall use reasonable efforts to be present or represented at each meeting of the Supervisory Board;
- (ii) may appoint a substitute among the PIs from his Party to attend and vote in his place at any meeting of the Supervisory Board, provided such appointment is notified to the Scientific Coordinator before the corresponding meeting; and
- (iii) shall participate in a cooperative manner in meetings of the Supervisory Board.

6.2.5 Whilst the Scientific Coordinator shall convene ordinary meetings of the Supervisory Board as often as is required for the effective implementation of the Project, it is anticipated that the Supervisory Board will meet on a regular basis via electronic means and shall meet in person at the beginning of the Project and at least annually thereafter. To avoid doubt, the Scientific Coordinator shall convene extraordinary meetings of the Supervisory Board at any time upon written request by a Supervisory Board Member or by an Advisory Committee.

6.2.6 The Scientific Coordinator shall give notice in writing of a meeting to each Supervisory Board Member as soon as possible and within at least fourteen (14) calendar days preceding an ordinary meeting and at least seven (7) calendar days preceding an extraordinary meeting. Such notice shall be accompanied by a written original agenda, which shall identify the items requiring decision by the Supervisory Board Members at such meeting.

6.2.7 Any Supervisory Board Member may add items to the original agenda by written notification to all of the other Supervisory Board Members (via the Scientific Coordinator if this is practical) within at least seven (7) calendar days preceding an ordinary meeting and three (3) calendar days preceding an extraordinary meeting.

6.2.8 During meetings of the Supervisory Board, the Supervisory Board Members (either present or represented) can unanimously agree to add a new item to the original meeting agenda.

- 6.2.9 Any issue requiring a decision by the Supervisory Board Members must be identified as such on the corresponding meeting agenda.
- 6.2.10 Any decision may also be taken by the Supervisory Board Members without a formal meeting by the Scientific Coordinator circulating to all Supervisory Board Members a written document proposing such decision, which is then signed, or otherwise approved in a verifiable manner, by the required majority of Members.
- 6.2.11 Decisions shall be made by the Supervisory Board in accordance with the following:
- (i) the Supervisory Board shall not deliberate and decide validly unless a quorum of two-thirds (2/3) of its Members are present or represented;
 - (ii) each Supervisory Board Member shall have one (1) vote;
 - (iii) Supervisory Board Members from a Defaulting Party may not vote;
 - (iv) decisions shall be taken by a simple majority of the Supervisory Board Members; and
 - (v) where a vote is tied the Scientific Coordinator shall have the casting vote.
- 6.2.12 Decisions may only be executed once the relevant part of the Minutes is accepted in accordance with Section 6.2.17.
- 6.2.13 Any Party may veto a decision, or relevant part of the decision, of the Supervisory Board in accordance with the following:
- (i) the vetoing Party must reasonably demonstrate that its own (or that of the affected Associated Partner) work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by such decision;
 - (ii) when the decision is foreseen on the corresponding original meeting agenda (or notification of issue requiring decision without a meeting), a "Scientist in Charge" may veto such a decision during the corresponding meeting (or before the corresponding deadline for votes) only;
 - (iii) when a decision has been taken on a new agenda item, which has been added to the meeting agenda before or during the meeting, a Party may veto such decision during the meeting and within thirty (30) calendar days after the corresponding Minutes are sent;
 - (iv) a Party may not veto decisions relating to its identification as a Defaulting Party;
 - (v) a Defaulting Party may not veto decisions relating to its continued participation, and/or termination of participation, in the Project or the consequences therefrom; and
 - (vi) a Party that requests its participation in the Project be terminated may not veto decisions relating thereto.
- 6.2.14 In case of exercise of veto under Section 6.2.14, the Supervisory Board Members shall use all reasonable efforts to resolve the matter that occasioned the veto to the general satisfaction of all Supervisory Board Members.
- 6.2.15 To avoid doubt, in accordance with Sections 4.3 and 5.1, the Party involving a third party in the Project (including but not limited to Associated Partners) shall be responsible for keeping such third parties fully informed of any relevant items and decisions of the Supervisory Board and ensuring compliance of such third parties with such decisions.
- 6.2.16 The Scientific Coordinator shall produce written minutes of each Supervisory Board meeting/decision made without a meeting (the "Minutes"), which shall be the formal record of all decisions taken. The Scientific Coordinator shall send the draft Minutes to all of Supervisory Board Members within fifteen (15) working days of the corresponding meeting/decision date.

6.2.17 The Minutes shall be considered as accepted if, within thirty (30) calendar days from sending, no "Supervisory Board Member" has objected in writing to the Scientific Coordinator with respect to the accuracy of the draft of the Minutes or vetoing a decision in accordance with Section 6.2.13.

6.2.18 The accepted Minutes shall be sent to all of the Supervisory Board Members. If requested the Scientific Coordinator shall provide authenticated duplicates to the Parties.

6.3 The enlarged Supervisory Board

6.3.1 The enlarged Supervisory Board is composed by all members of the Supervisory Board and two (2) external experts as identified in the Annex I.

6.3.2 It will have the responsibility for

- the assessment of the good practices "choices and procedures" implementation.
- the conflict management : mediating disputes between the Parties, Associated Partners, ERs and ESRs in respect of the corresponding ESR training programme (including in relation to the ESR project) or the ERs project.

6.4 Advisory Committees

6.4.1 An Advisory Committee (AC) shall be established for each ESR/ER within 3 months of the contract signature.

6.4.2 Each AC shall consist of the 2 ESR/ER project supervisors and 2 external members

6.4.3 Each AC will meet at the start of the ESR/ER project to assist her/him in designing of his/her individual career development plan.

6.4.4 Each ESR/ER will make a presentation of his/her project to his/her corresponding AC once a year. A review of his/her progress will be consigned by the AC and will be presented yearly to the Supervisory Board.

6.4.5 To avoid doubt, third party expert members of an AC shall be required sign a non-disclosure agreement.

6.5 Coordinator

6.5.1 The Coordinator shall be the intermediary between the Parties and the Commission in respect of the Project and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement. The Coordinator shall undertake such tasks with the assistance of the Scientific Coordinator and the Management Support Team.

6.5.2 In particular, the Coordinator and the Scientific Coordinator shall be responsible for:

- (i) appointing the members of the Management Support Team;
- (ii) monitoring compliance by the Parties with their obligations under the Grant Agreement and this Consortium Agreement;
- (iii) coordinating the organisation of Project training courses and workshops;
- (iv) keeping the address list of Supervisory Board Members and other contact persons for the Parties and Associated Partners updated and available to the Parties;
- (v) collecting, reviewing and submitting information on the Project, including progress reports and other deliverables plus financial statements and related certifications, to the Commission in accordance with the Grant Agreement;
- (vi) convening, preparing and chairing meetings, including providing the agenda, Minutes and related information, of the Supervisory Board;

- (vii) monitoring the implementation of decisions made by the Supervisory Board;
- (vii) transmitting documents and information connected with the Project, including copies of signed Accession Documents and changes of contact information, to the Parties;
- (viii) administrating the Community Financial Contribution and fulfilling the financial tasks described in Section 7.3; and
- (xix) providing, upon request, the Parties with official copies or originals of documents relating to the Project, which are in the sole possession of the Coordinator when such copies or originals are necessary for the requesting Party(ies) to present claims.

6.5.3 Except as specifically shown in either the Grant Agreement or this Consortium Agreement, the Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or Associated Partner.

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

6.6 Coordination Team

6.6.1 The Coordination Team shall consist of individuals as following:

- (i) Andrea TOMMASI – Scientific Coordinator – UM2
- (ii) an assistant manager from UM2

6.6.2 The Coordination Team shall provide assistance to the Coordinator in respect of the day-to-day administrative and financial management of the Project, including overseeing execution of the Supervisory Board's decisions in relation to the training of the ESRs and to the ERs project.

7 Section 7: Financial provisions

7.1 General Principles

7.1.1 The Community Financial Contribution shall be distributed by the Coordinator to the Parties according to:

- (i) the Consortium Budget as included in the latest agreed version of Consortium Plan;
- (ii) the approval of Project reports and deliverables by the Commission, and
- (iii) the provisions of payment shown in Section 7.3 below.

7.1.2 To avoid doubt, a Party shall be funded from the Community Financial Contribution only for its tasks carried out in accordance with the Consortium Plan in respect of the appointment and training of ESRs and ERs.

7.1.3 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 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 Commission.

7.1.4 A Party that spends less than its allocated share of the Consortium Budget will be funded from the Community Financial Contribution in accordance with its actual duly justified eligible costs only.

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

- 7.1.6 A Defaulting Party shall, within the limits specified in Section 5.3, bear any additional costs incurred by the other Parties in order to perform the Defaulting Party's incomplete 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 included in the Consortium Budget.

7.3 Payments

- 7.3.1 Payments to Parties from the Community Financial Contribution are the exclusive task of the Coordinator. Such payments will be made by bank transfer to the Parties' respective bank accounts. Each Party shall be responsible for ensuring that an authorised representative of such Party promptly provides said Party's bank account details to the Coordinator.
- 7.3.2 In respect of the Community Financial Contribution, the Coordinator shall:
- (i) notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
 - (ii) perform diligently its tasks in the proper administration of the Community Financial Contribution, including maintaining financial accounts of payments made to the Parties.
- 7.3.3 All payments from the Community Financial Contribution shall be made without undue delay by the Coordinator in accordance with the accepted decisions of the Supervisory Board on the Consortium Budget and this Section 7.3 after receipt of the corresponding funds by the Coordinator from the Commission.
- 7.3.4 Payments to Parties by the Coordinator from the Community Financial Contribution will be handled according to the following modalities:
- (i) the Pre-financing payment shall only be distributed to the Parties who have acceded to the Grant Agreement and after the minimum number of Parties, as required by the Rules for Participation, have acceded to the Grant Agreement; and
 - (ii) further payments to a Party from the Community Financial Contribution will only be made after such Party has appointed the corresponding ESR and ERs and the Supervisory Board has approved (continuation of) the related ESR training programme, including the corresponding ESR Project, and ERs projects.
- 7.3.5 To avoid doubt, the Coordinator is entitled to withhold payments from the Community Financial Contribution due to a Defaulting Party until such default has been rectified.
- 7.3.6 The Coordinator is entitled to recover any Pre-financing already paid to a Defaulting Party except for the amount expended and accepted as eligible costs by the Commission.

8 Section 8: Foreground

8.1 General Principles

- 8.1.1 Foreground shall be the property of the Party carrying out the work generating that Foreground, including work undertaken by the ESR and ER appointed by such Party under the Project, unless such Party decides to transfer ownership of such Foreground in accordance with the provisions of the Grant Agreement and this Consortium Agreement.

8.2 Joint Ownership

- 8.2.1 Where several Parties have jointly carried out work generating Foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground.
- 8.2.2 Where Foreground is jointly owned by two (2) or more Parties, the joint owners undertake to negotiate and conclude an agreement which shall establish the terms and conditions of such ownership. Where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to:
- (i) use the joint Foreground for its own internal non-Commercial research purposes as it sees fit, and
 - (ii) grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least forty-five (45) calendar days prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).

8.3 Transfer of Ownership of Foreground

- 8.3.1 Each Party may transfer ownership of its own Foreground following the procedures shown in Article II 27 of the Grant Agreement, as supplemented by the provisions of this Section 8.3.
- 8.3.2 Each Party may identify specific third parties to which it intends to transfer ownership of Foreground in Attachment 8. The other Parties hereby agree to waive their right, under Articles II 26 and II 27 of the Grant Agreement, to prior notice and to object to the transfer of ownership of Foreground to such listed third parties.
- 8.3.3 The Party transferring ownership of its Foreground to a third party identified in Attachment 8 shall, however, promptly notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer of ownership.
- 8.3.4 Once this Consortium Agreement is in force for a Party, any addition to Attachment 8 by such Party shall require approval of the Supervisory Board.
- 8.3.5 In respect of transfer of ownership to third parties not listed in Attachment 8, 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 that prevent it from giving the full forty-five (45) days prior notice foreseen in Article II 9 of the Grant Agreement.

8.4 Dissemination Activities

- 8.4.1 Party(ies) planning a Dissemination activity including but not limited to scientific publications and presentations in specialized scientific meetings shall provide the other Parties with at least forty-five (45) calendar days prior notice of such planned Dissemination activity and shall include sufficient information concerning the planned Dissemination activity and the data envisaged to be disseminated.

- 8.4.2 Following notification under Section 8.4.1, any Party may object, within thirty (30) calendar days of its receipt of such notification, to the planned Dissemination activity if it can reasonably demonstrate that its legitimate interests in relation to its Foreground and/or Background will suffer disproportionately great harm. Such objection shall include the modifications required to protect such interests.
- 8.4.3 Where an objection is received under Section 8.4.2, the Parties acknowledge that the corresponding Dissemination activity may not take place unless appropriate steps are taken to safeguard the objecting Party's(ies') legitimate interests.
- 8.4.4 Provided all reasonable modifications have been implemented, and subject to Section 8.4.5, no Party may withhold its consent to a planned Dissemination activity upon the expiry of a period of three (3) calendar months from the date they receive notification of such planned Dissemination activity.
- 8.4.5 Notwithstanding the provisions shown in Section 8.4.2, the Parties agree that they shall not include Foreground, Background or other information of another Party or an Associated Partner, which is either Confidential Information or is information that has not previously been published by such other Party or Associated Partner, in a planned Dissemination activity, even if such Foreground, Background or information is amalgamated with the first Party's Foreground, without the other Party's/Associated Partner's prior written approval.
- 8.4.6 Authorship of a Dissemination activity will be based on academic standards and custom.
- 8.4.7 The Parties acknowledge the requirement to include in any Dissemination activity the following mention "*The research leading to these results was realized in the frame of the Marie Curie Initial Training Network **Crystal2Plate** with funding from the European Community's seventh Framework Programme (FP7/2007-2013) under grant agreement **PITN-GA-2008-215353***" and the logos corresponding to Marie Curie FP7 and to CRYSTAL2PLATE.
- 8.4.8 The Parties acknowledge that the primary objective of the Project is to train a cohort of ESRs to PhD level. Therefore each Party undertakes to use all reasonable efforts to allow the timely submission, examination, publication and defence of any dissertation or thesis submitted by another Party's ESR for a degree that includes the first Party's Foreground. However, the Parties agree that confidentiality and Dissemination provisions shown in the Grant Agreement and this Consortium Agreement have to be respected.
The same rules are applied for the ERs projects.
- 8.4.9 Nothing in this Consortium Agreement shall be construed as conferring rights on a Party to use in advertising, publicity or otherwise any name of the other Parties (or of any Associated Partner) or any of their logos or trademarks without the corresponding Party's (or as applicable the corresponding Associated Partner's) prior written approval.

9 Section 9 Access Rights

9.1 Background excluded

- 9.1.1 The Parties identify in Attachment 7 the Background to which they are not ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the Grant Agreement. Such identification may be done by a Party inserting:
- (i) names/descriptions of specific Background; and/or

- (ii) name(s) of its specific department(s), institute(s) or research group(s); and/or
- (iii) specific subject area(s).

9.1.2 Each Party may add further Background excluded to Attachment 7 at any time during the Project by written notice to the Coordination Team. Such addition shall not be considered to be an amendment of this Consortium Agreement and all Parties shall be promptly informed of such addition by the Coordination Team.

9.1.3 The Parties agree that all Background not listed in Attachment 7 shall be explicitly included in the obligation to grant Access Rights.

9.2 General Principles

9.2.1 Regarding Access Rights, Articles II 31-34 of the Grant Agreement shall apply as supplemented by the provisions of Sections 9.2 – 9.7.

9.2.2 Each Party shall not grant Access Rights that knowingly infringe third party property rights.

9.2.3 Each Party shall inform their respective ESR, ER and the Supervisory Board, as soon as reasonably possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Needed Access Rights. Where reasonably possible, such limitations and restrictions shall be recorded in Attachment 7. To avoid doubt, the recording of additional limitations and restrictions in Attachment 6 by a Party after this Consortium Agreement comes into force for such Party shall not be considered to be an amendment of this Consortium Agreement.

9.2.4 If the Supervisory Board considers that any limitations or restrictions announced under Section 9.2.3 are likely to have an adverse impact on the Project, which is not foreseen in the current Consortium Plan, it may decide to update the Consortium Plan accordingly.

9.2.5 All granted Access Rights are non-transferable and shall expressly exclude any right to sublicense, unless expressly agreed otherwise by the Party granting such rights.

9.2.6 To avoid doubt, a Party receiving Access Rights to another Party's Foreground and/or Background shall not be entitled to provide such Foreground and/or Background to an Associated Partner without the granting Party's prior written consent. The Parties agree that such consent shall not be unreasonably refused or delayed if the requesting Party reasonably demonstrates that such Access Rights are Needed by an Associated Partner in respect of the corresponding ESR or ER Project.

9.2.7 Access Rights shall be free of any administrative transfer costs. However, this shall not prevent the Party granting Access Rights from recovering all reasonable and documented external costs incurred by such Party in providing the requested Access Rights, where such costs are directly attributable to such provision and cannot be reasonably recovered from the providing Party's share of the Community Financial Contribution.

9.2.8 Access Rights shall only be granted on a non-exclusive basis unless otherwise agreed, on a case-by-case basis, by all the Parties in writing.

9.2.9 Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted and only for the period such rights are Needed.

9.2.10 Access Rights shall only be granted after receipt of a written request from the requesting Party reasonably demonstrating that such Access Rights are Needed.

- 9.2.11 The granting of specific Access Rights shall be formalised by an written agreement between the Parties requesting and providing the corresponding Access Rights. Such agreements shall ensure that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. To avoid doubt, such agreements shall not conflict with any provision of the Grant Agreement or this Consortium Agreement.

9.3 Access Rights for implementation of the Project

- 9.3.1 Access Rights to Background Needed for the execution of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed in Attachment 7.
- 9.3.2 Access Rights to Foreground Needed for the execution of the own work of a Party under the Project shall be granted on a royalty-free basis.

9.4 Access Rights for Use

- 9.4.1
- 9.4.1 Except where granted under Section 9.4.2, Access Rights to Foreground and/or Background Needed by a Party for Use of its own Foreground, including for research conducted in collaboration with third-parties, shall be granted on fair and reasonable conditions.
- 9.4.2 Access Rights to Foreground and/or Background Needed by a Party for Use of its own Foreground for non-Commercial research and/or teaching purposes shall, where reasonably possible, be granted on a royalty-free basis.
- 9.4.3 The Parties recognise that although ESRs or ERs may cease to be employed by, or otherwise legally associated with, a Party following the end of their formal involvement in the Project, continued Access Rights to Foreground and/or Background may be Needed by an ESR or ER in order to further develop their research career. Therefore, the Parties agree that, subject to Section 9.2 and where reasonably possible taking into account the Legitimate Interests of the Parties, they shall grant an ESR or ER (or where appropriate the legal entity employing such ESR or ER) Access Rights to such Foreground on the following basis:
- (i) Access Rights shall be granted subject to conclusion of a bilateral agreement between the Party owning the Access Rights and the ESR or ER (or as appropriate the legal entity employing such ESR or ER) requesting such rights;
 - (ii) A request for Access Rights may be made during the period shown in Article II 34.4 of the Grant Agreement;
 - (iii) Access Rights to ESR or ER Foreground Needed by the corresponding ESR or ER to further his/her research career shall be granted for Use in non-Commercial research and/or teaching purposes on a royalty-free basis;
- 9.4.4 To avoid doubt, an ESR or ER (or legal entity employing such ESR or ER) receiving Access Rights under this Section 9.4 have no right to and shall not grant any other legal entity Access Rights to use such Foreground, unless the Party(ies) granting such Access Rights explicitly agree to such access in writing.

9.5 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not explicitly covered by this Consortium Agreement shall be at the absolute discretion of the Party granting such rights and shall be subject to such terms and conditions as may be agreed between the granting and receiving parties.

9.6 Access Rights for Parties entering or leaving the Consortium

- 9.6.1 New entities joining the Consortium shall be granted Needed Access Rights from the date of their accession to the Grant Agreement and this Consortium Agreement, whichever is the latter. All Foreground developed before accession of the new Party shall be considered Background with regard to the new Party.
- 9.6.2 Access Rights granted to a Defaulting Party for implementation of the Project and such Party's right to request Access Rights for Use shall cease immediately upon receipt by the Defaulting Party of formal notice of the Supervisory Board's decision to propose termination of the Defaulting Party's participation in the Consortium to the Commission.
- 9.6.3 A Party leaving the Consortium voluntarily and with the other Parties' consent shall retain the right to request Needed Access Rights to Background plus the Foreground developed until the date of the termination of its participation in the Consortium. The time limit for such right to request Access Rights for Use shall be as shown in Article II 34.4 of the Grant Agreement.
- 9.6.4 Any Party leaving the Consortium for whatever reason shall continue to grant Needed Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

10 Section 10: Non-disclosure of information

- 10.1 In order to preserve the confidentiality of Confidential Information, each Recipient agrees:
 - (i) not to disclose Confidential Information to any third party without the prior written consent by the Discloser, except as explicitly foreseen in this Consortium Agreement;
 - (ii) to ensure that distribution of Confidential Information takes place on a strict need-to-know basis;
 - (iii) to apply the same degree of care with regard to Confidential Information as with its own confidential and/or proprietary information, but in no case less than reasonable care; and
 - (iv) to promptly advise the Discloser, in writing, of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as reasonably practicable after the Recipient becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 10.2 Each Recipient agrees to, on demand, either destroy or return to the Discloser all Confidential Information, including all copies thereof and deletion of all such information stored in a machine readable form. However, if needed for the recording of ongoing obligations, the Recipient may keep a copy of the corresponding Confidential Information, for archival purposes only, provided that the obligations of confidentiality under the Grant Agreement (article II 9), as supplemented by this Consortium Agreement, shall continue for as long as such information is held by the Recipient.
- 10.3 The Parties agree that the confidentiality obligations shall not prevent the communication of Confidential Information to any Associated Partner, insofar as such disclosure is strictly needed for the proper carrying out of the Project, provided such Associated Partner has agreed in writing to abide by obligations of non-use and non-disclosure that are substantially similar to those shown in the Grant Agreement as supplemented by this Section 10.
- 10.4 Each Recipient shall be responsible for the fulfilment of the obligations of confidentiality on the part of their employees and agents and shall ensure that

their employees and agents remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment and/or participation in the Project. To avoid doubt, this responsibility shall also apply to Confidential Information disclosed by the Recipient to an Associated Partner in respect of the corresponding ESR or ER Project.

- 10.5 The obligations of confidentiality shall not apply to disclosure of Confidential Information; if and in so far as the Recipient can reasonably show that:
- (i) the disclosure or communication of the Confidential Information is explicitly foreseen by, and is in accordance with, the Grant Agreement and/or other provisions of this Consortium Agreement;
 - (ii) the Confidential Information was, at any time, developed by the Recipient completely independently of any such disclosure by the Discloser;
 - (iii) the Confidential Information was already known to the Recipient prior to disclosure without any obligation of confidentiality; or
 - (iv) the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a administrative or court order.
- 10.6 If a Recipient 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 and reasonably able to do so, prior to any such disclosure:
- (i) notify the Discloser of such requirement, and
 - (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 10.7 The confidentiality obligations under this Consortium Agreement shall not prevent the communication of Confidential Information to the Commission as required by the Grant Agreement.

11 Section 11: Miscellaneous

11.1 Attachments, Inconsistencies and Severability

11.1.1 The Consortium Agreement consists of this body text and:

Attachment 1: List of Scientists in Charge
Attachment 2: List of Associated Partners and Affiliated Partners
Attachment 3: ESR and ER Projects & Scientific Investigators
Attachment 4: Accession Document
Attachment 5: Initial list of Supervisory Board Members
Attachment 6: Initial list of Enlarged Supervisory Board Members
Attachment 7: List of excluded Background
Attachment 8: List of Third Parties to which Ownership of Foreground can be transferred without Prior Notice to other Parties
Attachment 9: Initial list of Recipients for Notices and other Contact Persons for the Parties

11.1.2 In case this Consortium Agreement is in conflict with the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the Attachments and the body text of this Consortium Agreement, the latter shall prevail.

11.1.3 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 Party(ies) concerned shall be entitled

to request that a valid and practicable provision be negotiated which most nearly fulfils the purpose of the original provision.

11.2 No Representation, Partnership or Agency

11.2.1 Except as specifically shown in the Grant Agreement or in this Consortium Agreement, the Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

11.2.2 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 Communications

11.3.1 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, which shall be based on the initial list of contact persons in Attachment 8.

11.3.2 If the Grant Agreement or this Consortium Agreement requires that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of the Party concerned and shall either be served personally, sent by mail with recorded delivery or sent by telefax or other electronic means with receipt acknowledgement.

11.3.3 To avoid doubt, communication between the Parties where a formal notice, consent or approval is not required may be effected by any means, such as by electronic mail with or without acknowledgement of receipt.

11.3.4 Any change of persons or contact details shall be notified immediately by the respective Party to the Coordination Team, which will ensure that the list shown in Attachment 9 is promptly updated. The updated address list shall be accessible to all concerned. The Parties agree that the updating of such list shall not constitute an amendment of this Consortium Agreement and that such updating shall only require the approval of the Party whose information has been updated.

11.4 Assignment and Amendments

11.4.1 Except as specially allowed by the Grant Agreement or by other provisions of this Consortium Agreement, 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.

11.4.2 Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Sections 2.2.2, 6.2.2, 9.1.2, 9.2.3 or 11.3.4 require a separate agreement signed by all Parties.

11.5 Mandatory Statutory 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 and processes relative thereto.

11.7 Applicable Law

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

11.7.2 In order to clarify the provisions of Article 9 of the Grant Agreement, the Parties agree that all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of Belgium.

11.8 Settlement of Disputes

11.8.1 The Parties agree that all disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall first be submitted by the Parties concerned to the "Enlarged Supervisory Board" which shall issue a final decision within three (3) months from the date on which the dispute was referred to it. The parties involved in the dispute shall refrain from participating in such final decision. Should the concerned Parties disagree with the final decision of the "Enlarged Supervisory Board"; the dispute 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.

11.8.2 The place of arbitration shall be Brussels if not otherwise agreed by the Parties in dispute.

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

11.8.4 However, should any Party (e.g. a Public Body) show that certain provisions of its national law prevents it from submitting the relevant dispute to arbitration, then the concerned Parties will submit the dispute to the Courts of Brussels.

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

12 Section 12: Counterparts and Signatures

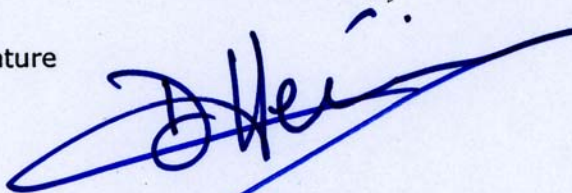
12.1 This Consortium Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. The Coordinator and every other Party shall each sign two (2) counterparts. The Coordinator shall send copies of all the signed counterparts to each Party within sixty (60) calendar days of their receipt of all such signed counterparts from the other Parties.

12.2 As witness the Parties have caused this Consortium Agreement to be duly signed on the following pages by their undersigned authorised representatives on the day and year first above written.

SIGNATURES UNIBRIS

Authorised to sign on behalf of the **UM2**

Signature

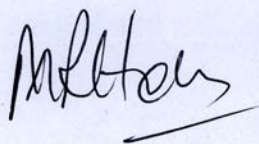


Name: **Ms. Pr. Daniele HERIN**
Title: **President**



Authorised to sign on behalf of **UNIVBRIS**

Signature:



Name: **Mike HOBBS**
Title: **Faculty Accountant**

SIGNATURES UU

Authorised to sign on behalf of the **UM2**

Signature

Name: **Ms. Pr. Danièle MERIN**
Title: **President**



Authorised to sign on behalf of **UU**

Signature:

Name: **Pr. Bert VAN DER ZWAAN**
Title: **Dean of Faculty of Geosciences**



SIGNATURES ETH ZURICH

Authorised to sign on behalf of the **UM2**

Signature



Name: **Ms. Pr. Danièle HERIN**
Title: **President**



Authorised to sign on behalf of **ETH ZURICH**

Signature:



Name: Prof. Peter Chen
Title: Vice-President of Research



SIGNATURES UNIROMA TRE

Authorised to sign on behalf of the **UM2**

Signature

Name: **Ms. Pr. Danièle HERIN**
Title: **President**



Authorised to sign on behalf of **UNIROMA TRE**

Signature:

Name: Prof. Renato Funicello
Title: Head of Department of Geology Sciences

SIGNATURES CNRS-FAST

Authorised to sign on behalf of the **UM2**

Signature



Name: **Ms. Pr. Danièle HERIN**
Title: **President**

Authorised to sign on behalf of **CNRS-FAST**

20 JUIL. 2009
20 JUIL. 2009

Signature:



Name: **Ms. Liliane FLABBEE**
Title: **Déléguée Régionale, CNRS Paris B**

SIGNATURES CSIC

Authorised to sign on behalf of the **UM2**

Signature



Name: **Ms. Pr. Danièle HERIN**
Title: **President**

Authorised to sign on behalf of **CSIC**

Signature:



Name: **José Juan Sánchez Serrano**
Title: **Vice-president for International Affairs**

13 Section 13 - Attachments

13.1 Attachment 1: List of Scientists in Charge

| Legal Entity | Department | Contact person |
|--------------|--|----------------------|
| UM2 | Géosciences Montpellier | Dr. Andréa TOMMASI |
| UNIBRIS | Earth Science Dept | Dr. Michael KENDALL |
| UU | Dept of Earth Sciences | Dr. Hanneke PAULSEN |
| ETH Zurich | Institute of Geophysics | Pr. Paul TACKLEY |
| UNIROMA3 | Dipartimento Scienze Geologiche | Pr. Claudio FACCENNA |
| CNRS | Laboratoire Fluides, Automatique, et Systèmes Thermiques | Dr. Anne DAVAILLE |
| CSIC | Instituto Andaluz de Ciencias de la Tierra | Dr. Carlos GARRIDO |

13.2 Attachment 2 : List of Associated Partners and Affiliated Partners

(i) Associated Partners

| Legal Entity | Contact person |
|---------------------|-------------------------|
| Total | Patrick Unternehr |
| Schlumberger | Yves Morel |
| Rockfield | Martin Dutko |
| Oxford Instruments | Alexandra Haase-Schramm |

13.3 **Attachment 3: List of ESR Projects & Scientific Investigators**

(i) List of ESR Projects & Scientific Investigators

| No. | ESR Project Title | PI 1 | PI 2 |
|-------|--|--|---|
| ESR1 | Initiation of subduction | Claudio Faccenna, Uniroma 3, Roma, I | Anne Davaille, CNRS-FAST, Orsay, F |
| ESR2 | Lithosphere structure and subduction evolution | Paul Tackley, ETH Zurich, Zurich, CH | Anne Davaille, CNRS-FAST, Orsay, F |
| ESR3 | Melt segregation | Jean-Louis Bodinier, UM2, Montpellier, F | James Connolly, ETH Zurich, Zurich, CH |
| ESR4 | Erosion of the continental lithosphere | Carlos Garrido, CSIC, Granada, Spain | Andrea Tommasi, UM2, Montpellier, F |
| ESR5 | Lithospheric-scale shear zones | Boris Kaus, ETH Zurich, Zurich, CH | Andrea Tommasi, UM2, Montpellier, F |
| ESR6 | Fluids & Subduction | Taras Gerya, ETH Zurich, Zurich, CH | Diane Arcay, UM2, Montpellier, F |
| ESR7 | Imaging the Indonesian subduction | James Wookey, UNIBRIS, Bristol, GB | Andrea Tommasi, UM2, Montpellier, F |
| ESR8 | Mantle convection with self-consistent plate tectonics | Anne Davaille, CNRS-FAST, Orsay, F | Claudio Faccenna, Uniroma 3, Roma, I and Paul Tackley, ETH Zurich, Zurich, CH |
| ESR9 | Plume-lithosphere interactions | Andrea Tommasi, UM2, Montpellier, F | George Hellfrich, UNIBRIS, Bristol, GB and Anne Davaille, CNRS-FAST, Orsay, F |
| ESR10 | Melt transport rates | Tim Elliott, UNIBRIS, Bristol, GB | Paul Tackley, ETH Zurich, Zurich, CH and Olivier Alard, UM2, Montpellier, F |
| ER1 | Heterogeneity and anisotropy in subduction zones | Hanneke Paulssen, UU, Utrecht, NL | - |
| ER2 | Buoyancy-driven subduction | Neil Ribe, CNRS-FAST, Orsay, F | - |

13.4 **Attachment 4: Accession Document**

ACCESSION of a new Party to the Consortium Agreement (version [..., YYYY-MM-DD]) covering the EC Framework 7 Marie Curie Initial Training Network entitled "**How does plate tectonics work: from crystal-scale processes to mantle convection with self-consistent plates**" with the acronym "**CRYSTAL2PLATE**".

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

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

The Université Montpellier 2 Sciences et Techniques,

at 2 Place Eugène Bataillon 34095 MONTPELLIER Cedex 05, FRANCE 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 two (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]

Université Montpellier 2 Sciences et Techniques

Signature(s)

Name(s)

Title(s)

13.5 Attachment 5: Initial list of Supervisory Board Members

The initial Members of the Supervisory Board will be:

| Member | Party |
|----------------------|--------------|
| Dr. Andréa TOMMASI | UM2 |
| Dr. Michael KENDALL | UNIBRIS |
| Dr. Hanneke PAULSEN | UU |
| Pr. Paul TACKLEY | ETH Zurich |
| Pr. Claudio FACCENNA | UNIROMA3 |
| Dr. Anne DAVAILLE | CNRS |
| Dr. Carlos GARRIDO | CSIC |

13.6 Attachment 6: list of enlarged Supervisory Board Members

The enlarged Supervisory Board will be:

| Member | Party |
|----------------------|---------------------------|
| Dr. Andréa TOMMASI | UM2 |
| Dr. Michael KENDALL | UNIBRIS |
| Dr. Hanneke PAULSEN | UU |
| Pr. Paul TACKLEY | ETH Zurich |
| Pr. Claudio FACCENNA | UNIROMA3 |
| Dr. Anne DAVAILLE | CNRS |
| Dr. Carlos GARRIDO | CSIC |
| Martin DUTKO | Rockfield |
| Yannick RICARD | Université de Lyon 1, F |
| Christine THOMAS | University of Muenster, D |
| TBD | ESR/ER representative |

13.7 Attachment 7: Background Excluded

1. UM2

UM2: For the purpose of the CRYSTAL2PLATE Project, the Université de Montpellier 2 hereby excludes the following Background from use by the Consortium:

- all Background generated by employees, agents or representatives of the Université de Montpellier 2 other than those directly involved in the CRYSTAL2PLATE Project.
- all Background generated by employees, agents or representatives of the Université de Montpellier 2 that are directly involved in the CRYSTAL2PLATE Project, which is unrelated to the work plan, aims and objectives of the CRYSTAL2PLATE Project,
- all Background which the Université de Montpellier 2, due to existing or future third party rights, is unable to grant Access Rights to.

2. UNIVBRIS

UNIVBRIS: For the purpose of the CRYSTAL2PLATE Project, the University of Bristol hereby excludes the following Background from use by the Consortium:

- all Background generated by employees, agents or representatives of the University of Bristol other than those directly involved in the CRYSTAL2PLATE Project.
- all Background generated by employees, agents or representatives of the University of Bristol that are directly involved in the CRYSTAL2PLATE Project, which is unrelated to the work plan, aims and objectives of the CRYSTAL2PLATE Project,
- all Background which the University of Bristol, due to existing or future third party rights, is unable to grant Access Rights to.

3. UU

UU: For the purpose of the CRYSTAL2PLATE Project, Utrecht University hereby excludes the following Background from use by the Consortium:

- all Background generated by employees, agents or representatives of Utrecht University other than those directly involved in the CRYSTAL2PLATE Project,
- all Background generated by employees, agents or representatives of Utrecht University that are directly involved in the CRYSTAL2PLATE Project, which is unrelated to the work plan, aims and objectives of the CRYSTAL2PLATE Project,
- all Background which Utrecht University, due to existing or future third party rights, is unable to grant Access Rights to.

4. ETH ZURICH

ETH Zurich: For the purpose of the CRYSTAL2PLATE Project, the Eidgenoessische Technische Hochschule Zuerich hereby excludes the following Background from use by the Consortium:

- all Background generated by employees, agents or representatives of the Eidgenoessische Technische Hochschule Zuerich other than those directly involved in the CRYSTAL2PLATE Project.
- all Background generated by employees, agents or representatives of the

Eidgenoessische Technische Hochschule Zuerich that are directly involved in the CRYSTAL2PLATE Project, which is unrelated to the work plan, aims and objectives of the CRYSTAL2PLATE Project,

- all Background which the Eidgenoessische Technische Hochschule Zuerich, due to existing or future third party rights, is unable to grant Access Rights to.

5. UNIROMA TRE

Roma TRE – Department of Geology Sciences excludes from its obligation to grant Access Rights to Background from use by the Consortium:

- all Background generated by Roma TRE other than that generated by the members of the research group of Prof. Faccenna, Dep. Geology Sciences, who are directly involved in carrying out the CRYSTAL2PLATE Project.

Roma TRE– Department of Geology Sciences also excludes specifically from its obligation to grant Access Rights to Background to the following Background:

(a) All data, materials, methodologies, know-how, databases and software not generated through the direct participation in the CRYSTAL2PLATE Project or which Roma TRE is not free to provide.

(b) All Background resulting from research carried out by Prof. Faccenna and his team, which was funded in full or in part by industrial, charitable, military or government sponsors.

Roma TRE – Department of Geology Sciences also excludes from its obligation to grant Access Rights to Background all Background that has been and/or will be derived outside the CRYSTAL2PLATE project which Roma TRE, due to third party rights, are not able to grant Access Rights to or for which Roma TRE needs to get permission to grant Access Rights.

6. CNRS-FAST

CNRS hereby exclude from their obligation to grant rights to all Background generated by CNRS, apart from that generated by the CNRS' research group of Anne Davaille, who is directly involved in carrying out the project.

7. CSIC

CSIC hereby excludes from its obligation to grant Access Rights to Background all Background generated by the CSIC other than that generated by the members of the research group of Dr. Garrido, Instituto Andaluz de Ciencias de la Tierra, who are directly involved in carrying out the Project.

CSIC also hereby excludes specifically from its obligation to grant Access Rights to Background to the following Background:

(a) All data, materials, methodologies, know-how, databases and software not generated through the direct participation in the Project or which the CSIC is not free to provide.

(b) All Background resulting from research carried out by Dr. Garrido and his team, which was funded in full or in part by industrial, charitable, military or government sponsors.

CSIC 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 CSIC, due to third party rights, are not able to grant Access Rights to or for which the CSIC needs to get permission to grant Access Rights.

13.8 Attachment 8: List of Third Parties to which Ownership of Foreground can be Transferred without Prior Notice to other Parties

1. UM2

Centre National de la Recherche Scientifique (CNRS) located at 1919 Route de Mende 34293 MONTPELLIER Cedex 05 (FRANCE)

2. UNIVBRIS

3. UU

4. ETH ZURICH

5. UNIROMA TRE

6. CNRS-FAST

FAST is a joint Research Unit : Université Pierre et Marie Curie and CNRS

7. CSIC

None

13.9 Attachment 9: Initial List of Recipients for Notices and other Contact Persons for the Parties

1. UM2

For Scientific Matters: Dr. Andrea TOMMASI, deia@gm.univ-montp2.fr

For Administrative Matters: Mrs. Nathalie MODJESKA, crystal2plate@gm.univ-montp2.fr

For Intellectual Property & Contractual Matters: Ms. Aurore MARCOS, aurore.marcos@univ-montp2.fr

2. UNIVBRIS

For Scientific Matters: Professor Michael Kendall, gljmk@bristol.ac.uk

For Administrative Matters: Professor Michael Kendall, gljmk@bristol.ac.uk

For Intellectual Property & Contractual Matters: Mrs Natasha Amponsah, natasha.amponsah@bristol.ac.uk

3. UU

For Scientific Matters: Dr. Hanneke PAULSEN, paulssen@geo.uu.nl

For Administrative Matters: Dr. Hanneke PAULSEN, paulssen@geo.uu.nl

For Intellectual Property & Contractual Matters: Dr. Hanneke PAULSEN, paulssen@geo.uu.nl

4. ETH ZURICH

For Scientific Matters: Pr. Paul TACKLEY, ptackley@ethz.ch

For Administrative Matters: Peter CHEN, vpf@sl.ethz.ch

For Intellectual Property & Contractual Matters: Pr. Paul TACKLEY, ptackley@ethz.ch

5. UNIROMA TRE

For Scientific Matters: Pr. Claudio FACCENNA, faccenna@uniroma3.it

For Administrative Matters: Pr. Renato FUNICIELLO, dip_geo@uniroma3.it

For Intellectual Property & Contractual Matters: Pr. Renato FUNICIELLO, dip_geo@uniroma3.it

6. CNRS FAST

For Scientific Matters: Dr. Anne DAVAILLE, davaille@fast.u-psud.fr

For Administrative Matters: Ms. Liliane FLABBEE, secretariat@dr2.cnrs.fr

For Intellectual Property & Contractual Matters: Ludovic Hamon, ludovic.hamon@dr2.cnrs.fr

7. CSIC

For Scientific Matters: Dr. Carlos GARRIDO, carlosg@ugr.es

For Administrative Matters: Ms. Maria REQUEJO, m.requejo@csic.es

For Intellectual Property & Contractual Matters: Ms. Maria REQUEJO, m.requejo@csic.es