

Disclaimer

This document is a template aimed at assisting applicants for funding under the calls launched by the CSJU to inform them about the model provisions applicable in the ITD/IADP consortium agreement to which a Core Partner or a Partner selected by the CSJU will be requested to accede. The legally binding agreement will be the one signed by the parties implementing the action/Programme.

The CSJU shall bear no responsibility for document which is under the responsibility of the Leaders of the CSJU and is published on the SCJU website and H2020 portal in order to provide potential applicants with the full set of applicable documents.



H2020 FRAMEWORK PROGRAMME

CS2 Joint Undertaking

XXX ITD or IADP

TITLE:

MODEL CONSORTIUM AGREEMENT

Version: REF

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THIS CONSORTIUM AGREEMENT for the XXXX¹ ITD/IADP is made on XXXX 2014 pursuant to ;

Council REGULATION (EC) No 558/2014 of 6 May 2014 setting up the Clean Sky 2 Joint Undertaking (hereinafter referred to as the "CSJU") and the statutes annexed to it (Annex I of the Regulation) hereinafter referred to as the "Statutes;"

| –The CSJU Grant Agreements relevant to the ITDs , the IADPs or TAs , either currently in force at the Effective Date or to be concluded thereafter in the course of the CSJU Programme activities , with their Annexes,

BETWEEN:

the Coordinator

And

| Xxx (-Leader(s)

And

The Core Partners who have entered into an instrument of accession in accordance with the forms set out in attachment XXX

| Hereinafter, jointly or individually, referred to as " Party(ies) which is (are) member-(s) of the CSJU"

And

| The Partners who have entered into an instrument of accession² in accordance with the forms set out in attachment 2 which are referred to as "Partner(s) "

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

The Parties, having considerable experience in the field of XXX have in answer to the call of the CSJU for the XXXX ITD .

The Parties hereby wish to specify or supplement binding commitments among themselves in relation to the XXX ITD/IADP/TA in addition to the provisions of the relevant CSJU Grant Agreement.(s) on the terms and conditions of this Consortium Agreement

¹ XXX spaces are to be completed according to your project

² Depending on the ITD's choice , Partners can be bound by the Implementation Agreement instead of acceding to this Consortium Agreement

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the H2020 Rules for Participation or in the Clean Sky 2 Statutes or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

1.2 Additional Definitions

OPTION

“Demonstrator” means the XXX that shall be the tangible product of the Project for the purposes of flight testing.

“ITD³ Consortium” means the consortium of parties all the Parties to this Consortium Agreement, notwithstanding any other definition of this term in any Grant Agreement;

“ITD Consortium body” means any one or more of the bodies referred to under clause 6.1.

“ITD Consortium Agreement”

means this document and its attachments, including any amendments thereto as well as any other document incorporated therein by reference, which are integral parts of this Consortium Agreement.

“ITD Consortium Plan”

means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the ITD Steering Committee the initial version of which is included as Attachment 7 to this Consortium Agreement.

“ ITD Consortium Budget”

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

" **ITD Consortium Committee**" means the Consortium Body established under Article 6 below.

“ITD Consortium Programme” or “Programme” means any technical activities consisting of different Projects described in the JTP V5 or any update thereof that are planned over the entire duration of the xx x IADP and which is implemented through a series of actions one of which is described in the current Consortium Plan.

" **ITD Coordinator**" means the ITD Co-Leader that acts as the 'Coordinator' as defined in the Grant Agreement;

“Defaulting Party”

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

"**Disclosing Party**" means the Party disclosing Confidential Information;

³ The ITD reference in different places in the definitions and throughout the text of this Agreement can be changed if necessary to IADP reference depending on the circumstances in which this draft will be used

"Effective Date"

means either the date of signature of the ITD Consortium Agreement by the initial Parties or the start date of the Grant Agreement whichever is the earlier

"Fair and Reasonable Conditions"

means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

"Co-Leader" means either of the Members specifically identified in Annex II of the CSJU Regulation as, namely XXX

"Relevant Grant Agreement" means either the XXX ITD Grant Agreement for Members including its I amendment(s) entered into by the CSJU with the members of the CSJU for the XXX ITD or any Grant Agreement for Partners entered into by the CSJU with one or more Partner(s) in relation with the XXX ITD

OPTION⁴

"General Management" means the central executive management of the XXX ITD and consists of the Co-leaders of the ITD, namely XXXX deputies

"Joint Undertaking" and **"JU"** means the Clean Sky Joint Undertaking as set up by the REGULATION (EC) No 558/2014 of 6 May 2014

"Legitimate Interest"

means a Party's interest of any kind, particularly a commercial interest which may be claimed in the cases provided for in this ITD Consortium Agreement such as: (i) -for Protection the Party must show that failure to take account of its interest would result in its suffering disproportionately high level of harm, (ii) for Dissemination the Party has to declare it considers that its legitimate interests in relation to its Results or Background could suffer disproportionately great harm.

"Linked Third Party"

means the Affiliated Entities and third party with a legal link to the Beneficiary as defined and identified in the Grant Agreement for Members Article 14.1 and footnote 24 and 25 declared by a Party in Attachment 8 , that may implement the action tasks attributed to them.

"Needed"

means that, without the grant of Access Rights:

- In the case of Access Rights granted for the execution of the Programme, carrying out the tasks assigned to the recipient Party under the Project (as amended from time to time) would be impossible or significantly delayed
- In the case of Access Rights granted for Exploitation, the Exploitation of a defined and material element of the recipient Party's own information would be technically or legally impossible.

"Project"

⁴ OPTIONS throughout the text highlighted in blue are for you to consider whether or not this passages are appropriate for your project. If not they should be deleted for the final version

for the purposes of this Consortium Agreement is an activity named XXX which together form the Programme of the XXX ITD according to the description of work appended to the Grant Agreement and this Consortium Agreement .

"Project Management Committee" (PMC) means the committee of persons from the same Project that manages and governs the relevant Project;

"Project Manager" means the person leading and managing a relevant Project;

"Partner" means any legal entity selected by the Joint Undertaking to perform specific tasks in relation to the XXX ITD pursuant to a Call for Proposals

"Recipient" means the Party receiving Confidential Information;

"Software"

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

"ITD Steering Committee" means the JU body referred to in Article 11 of Annex 14 of the Clean Sky Regulation EC XXX/XXX; for the ITD

OPTION:

"Work Package" means any one or more work packages which together form the work scope of the XXX ITD according to the description of work appended to the ITD Grant Agreement as the same may be developed by the Consortium Plan during the duration of the ITD Grant Agreement

"Work Package Leader" means the person leading and managing a relevant Work Package;

"Work Package Management Team" the team managing the relevant Work Package

Section 2: Purpose

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

Section 3: Entry into force, duration and termination

3.1 Entry into force

This Consortium Agreement shall have effect from the Effective Date.

A new Party enters the Consortium, subject to the approval of the Steering Committee, upon signature of the accession document Attachment 2 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the Accession document.

3.2 Duration and termination

CONFIDENTIAL

This ITD Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the relevant Grant Agreement and under this Consortium Agreement.

However, this ITD Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and the relevant Grant Agreement (Chapter 6 Section 3).

This ITD Consortium Agreement may be terminated by unanimous agreement of the Parties. .

For the application of the confidentiality obligations of Section 10, the Coordinator shall notify the other Parties with the date to be considered by the Parties as the date of end of the XXX ITD / Programme

OPTION

Unless otherwise agreed by the Parties, This ITD Consortium Agreement shall be terminated with respect to a Party from the end date of activities of such Party having performed a share of work under a Project ending before the end of the XXX ITD activities as set forth in Attachment X and as may be amended from time to time. Notwithstanding the termination such Party shall complete all of its obligations under the current Annex 1 and the relevant past or ongoing Grant Agreement(s).

3.3 Withdrawal of the participation of a Party in the ITD

3.3.1 Subject to Article 3.3.2, the Parties agree that if a Party wishes to definitely withdraw from the Consortium, it will be considered as a request for termination and be subject to the unanimous agreement of the Steering Committee and in accordance with the respective provisions of the Grant Agreement and of the present Consortium Agreement.

3.3.2 Any Party may withdraw from the XXX ITD and this Agreement (hereafter they will be referred to as the "Withdrawing Member") without further liability provided that:

- (a) the Withdrawing Party has chosen not to enter into a Grant Agreement for the following period on the ground that (i) the proposed Annex XXX thereto will impose terms on such Party that vary from the technical or financial content of Annex XXX to such Party's material detriment or (ii) the Steering Committee has amended the Consortium Plan so that a future Annex XXX would impose terms on such Party that vary from the technical or financial content of the immediately preceding version of the Consortium Plan to such Party's material detriment; and
- (b) the Withdrawing Party gives written notice to the Coordinator and the Steering Committee and the other Parties not less than ninety (90) days before the said date or, if the applicability of 3.3.2 (a) only becomes apparent less than 90 days before the end of the current year, as soon as reasonably practicable after it has become apparent; and
- (c) the Withdrawing Party completes all of its obligations under this ITD Consortium Agreement and the past or ongoing Grant Agreement.

3.4 Survival of rights and obligations

The provisions relating to Access Rights, Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this ITD Consortium Agreement as agreed in respective articles.

Termination or voluntary withdrawal by a Member shall not affect any rights or obligations of a Party leaving the ITD Consortium incurred prior to the date of termination or withdrawal, unless otherwise agreed between the relevant PMC and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation and upon request of the Coordinator reimburse any monies unduly received.

Section 4 : Responsibility and liability

4.1 General principles

The programme of the XXX ITD together with the distribution of the activities and budget between the Parties over the duration of the Cleansky 2 programme is described in the latest version of the JTP V5 and, / or in the Development Plan as referred to in the footnote 6 of the Grant Agreement.

This programme of the XXX ITD shall be implemented through actions which shall be jointly agreed by the Parties and subject to the negotiation and signature of Grant Agreement(s) with the JU.

Each Party undertakes to take part in the efficient implementation of the XXX ITD , and to cooperate, perform and fulfill, promptly and on time, all of its obligations under the relevant Grant r Agreement and this ITD Consortium Agreement as may be reasonably required from it and in a manner of good faith and according to the principles of sound financial management.

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

Each Party shall promptly provide all information reasonably required by a consortium body or by the ITD Coordinator to carry out its tasks as foreseen in the Section 6.

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

4.2 Responsibility

Notwithstanding its liability as set out in the Grant Agreement, each Party undertakes to perform its work at its own risk and under its sole liability. In particular, each Party shall be responsible to comply individually with the terms and conditions of this Consortium Agreement.

A Party who is a Member of the CSJU shall inform the ITD Coordinator in writing and without undue delay of the date when such Party who is a Member of the CSJU has no further work and associated budget in the ITD for the remaining period of the Programme.

The Parties will participate in the management of the XXX ITD in support of the Co-Leaders and ensure technical leadership and completion of their agreed respective tasks.

Each Party shall participate in the activities of each Consortium Body of which it is represented in relation to the development of the Consortium Plan and Programme and shall provide each such Consortium Body with such information and support as is necessary for this purpose.

Any Party whose representative has been nominated as the chairman of any Consortium Body shall be responsible for proposing decisions and preparing the agenda of such Consortium Body, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at those meetings.

OPTION

Each Party undertakes to provide without delay all information necessary pursuant to any requirement imposed by the ITD Steering Committee or by the JU in particular as necessary for the preparation and adoption of the annual budget of the JU in relation with the XXX ITD

4.3 No warranties (Option1 title) Warranties (Option 2 title)

OPTION 1

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 as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

The recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

Each Party undertakes not to knowingly use any proprietary rights of a third party for which such Party has not acquired the corresponding right of use and/or right to grant licenses to the other Parties.

Each Party undertakes not to use any proprietary rights of a Party for which such Party has not acquired the corresponding right of use as provided in the Section 9 of this Consortium Agreement.

OPTION 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 as to the sufficiency or fitness for purpose. Each Party warrants that to the best of its knowledge, the intellectual property rights it provides as Background and Results do not infringe any rights of third parties at the date the Party grants such access rights.

Each Party undertakes not to knowingly use any proprietary rights of a third party for which such Party has not acquired the corresponding right of use and/or right to grant licenses to the other Parties.

Each Party undertakes not to use any proprietary rights of a Party for which such Party has not acquired the corresponding right of use as provided in the Section 9 of this Consortium Agreement.

OPTION

Warranties for Demonstrators

Concerning the Demonstrator and its parts supplied by the Parties, for the performance of its activities within the ITD each supplying Party warrants that :

- (a) these parts will comply with the agreed specifications of the relevant Project(s); and
- (b) it will use reasonable skill and care in design and manufacturing; and
- (c) it will repair and/or replace these parts in case of defect at conditions to be mutually agreed; and

This warranty shall be valid for the duration of the relevant Programme

Each Party who supplies parts for the Demonstrator(s) shall take out and maintain in force the insurance policies necessary to cover its liability under the relevant Project(s). To this effect, such Party shall provide proof of such insurance policies to the relevant Project Manager on demand.

4.4 Contractual liability

For Party's which is a Member of the JU , its aggregate liability towards the other Parties for any and all loss and damage demonstrated by another Party as arising out of any breach to the ITD Grant Agreement and this ITD Consortium Agreement shall be limited to [Insert: once or twice] the amount of the JU contribution to the defaulting Party's activities arising under relevant Grant Agreements and cumulated in respect of the current and all previous years . In the event that a breach of this Agreement causes damage to more than one other Party whose aggregate exceeds the foregoing limit the claiming Parties shall use all reasonable endeavours to agree an apportionment among themselves of the said limit and failing such agreement shall refer such apportionment to arbitration under Article 11.10 .

For a Party which is a Partner, its liability shall be limited to [once or twice] the amount of the JU contribution to the defaulting Party's activities arising under its relevant Grant Agreements for Partners

The total, aggregate liability of a Party in respect of any and all claims by any one Party in respect of any and all loss and damage shall be limited to the amount of the JU contribution to the activities in the XXX ITD of the Party making the claim arising under relevant Grant Agreements and cumulated in respect of the current and all previous years.

For the avoidance of doubt the two (2) limits of liability stated above shall operate independently, so that in the event that both articles are relevant to a single claim the lower of the limits obtained by applying each article shall apply.

The limitations of liability stated above shall not apply in the case of damage caused by a willful act, gross negligence or injury or death of a person.

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

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

4.5 Involvement of third parties

4.5 .1 General Principles

A Party that enters into a subcontract or otherwise involves third parties in the Project shall ensure compliance with the provisions under Article 13 of the Grant Agreement and 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. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties in this ITD Consortium Agreement.

4.5 .2. Third Parties linked to a Party

A Party and its Linked Third Parties are jointly and severally liable towards the JU pursuant to the Grant Agreement and as far as it stipulates.

Furthermore a Party which involves Linked Third Parties shall ensure and be responsible for the allocation of payment to and collection and management of technical and financial statements and reports to and from each Linked Third Party and report the same to the Coordinator.

4.6 Breach

In the event the relevant consortium body identifies a breach by a Party of its obligations under this Consortium Agreement or the relevant Grant Agreement, the Coordinator will give written notice to such Party requiring that such breach be remedied within thirty (30) calendar days.

If the Coordinator is in breach of his obligations, the notification shall be given by any Party who knows the breach after formal notification to the other Parties and to the Coordinator.

If such breach is not remedied within that period or is not capable of remedy, the issue shall be addressed in the Steering Committee who may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation in accordance with provisions of article 50.3 of the Grant Agreement or financial remedy in the limits of article 5.3 of this Consortium Agreement.

Notwithstanding any joint and several liability of the Party which may exist towards the Joint Undertaking each Party shall be liable towards the others for any claims by the Joint Undertaking for losses or damages suffered by the Joint Undertaking, as a consequence of any failure to perform the whole or part of its obligations under the Grant Agreement or under this Consortium Agreement.

4.7 Damage caused to third parties

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

Each Party shall be liable and shall indemnify and hold harmless the other Parties against any claim raised by any third party for injury, damage, loss or expense to the extent that such injury, damage, loss or expense is attributable to any breach of obligations, by this Party or its employees in the course of or arising from the performance of the portion of the Project under its responsibility."

4.8 Loans of equipment

In the case of supply, loan or bail of material and/or equipment between Parties for the performance of the Consortium work other than flight testing an agreement based on the model set forth in Attachment 6 shall be entered into between the Parties concerned and may be amended to contain specific conditions regarding liabilities.

OPTION **Flight tests**

In the case of any supply, loan or bail of between Parties for the performance of any flight test activities within the IADP the relevant Parties shall enter in-to a specific agreement setting out their respective rights obligations and liabilities. If deemed appropriate by both Parties, such agreement may require the other Party to give the Party performing the flight test recommendations and/or warranties as to:

- (d) use of appropriate materials
- (e) use of reasonable skills and care in design; and
- (f) compliance with any applicable aircraft interface specification.
- (g) compliance with all applicable flightworthiness standards allowing the Party performing test to obtain a Permit to Fly from airworthiness authorities.

Each such agreement shall set out the obligations of the Parties to carry insurance in respect of their potential liabilities thereunder. Unless otherwise agreed the operator of the aircraft on which the flight test is performed shall carry appropriate aircraft hull insurance and cause its insurers to waive subrogation rights and the supplying Party shall carry product liability insurance sufficient to cover its third party legal liability.

4.9 Force Majeure

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

5. Clusters⁵

Clusters shall either be a single legal entity or in any other case be organized in a consortium.

In case of a cluster which has formed a single legal entity, the provisions of this Consortium Agreement shall apply as to any other individual Party.

Option ⁶

In case of a cluster organized in a consortium, such consortium shall be represented by a single party (Consortium Leader⁷) with the sufficient representation powers given to this leader.

The Parties composing the consortium shall agree to be represented in all relevant ITD/IADP Consortium Bodies of the XXX ITD by one entity and one representative (the

⁵ This clause remains to be adapted according to the last version of the adapted rules of participation

⁶ Some parties may decide to have a more direct relation with the individual cluster consortium members, in such case they may modify this part.

consortium Leader) jointly representing such Party with one single vote for the single Party as such (which does not have to be the same person on each Consortium Body)

In a case of a cluster organized as a consortium, a consortium leader shall be considered as the single representative of the consortium for all other purposes of this ITD Consortium Agreement

For each consortium, the appointed Consortium Leader will ensure and be responsible for the allocation and distribution of payments received by the ITD Coordinator among the consortium members and collection and management of technical and financial statements and reports to and from each consortium member and report the same to the relevant PMC and the ITD Coordinator as required.

The consortium and its consortium members are jointly and severally liable for the performance of any activity within the XXX ITD that is allocated to the consortium by the Consortium Plan or any Grant Agreement.

Should an appointed Consortium Leader execute this ITD Consortium Agreement on behalf of the members of its consortium, such Consortium Leader warrants that it has received a power of attorney from each of the consortium members authorizing him to sign the ITD Consortium Agreement on behalf of each of them. Such Consortium Leader agrees to provide a copy thereof on request of the ITD Coordinator.

The transfer of activities and corresponding budgets between members of a consortium is allowed at any time without need for amendment to the Consortium Plan, as far as this Consortium Plan is satisfactorily implemented and for the same costs. The Consortium Budget and financial reporting will consider separately the activities performed by each consortium in compliance with JU accounting procedures and with the relevant Grant Agreement.

Section 6: Governance structure

6.1 General Principles

The Parties acknowledge the establishment of the XXX Steering Committee in accordance with article 11 of the Statutes of the JU which is, without prejudice to the governance of the CSJU, the decision making body of the XXX ITD and they will accept as a result of negotiations to be bound by the Rules of Procedures of said Steering Committee to be negotiated among the Members of the CSJU and enclosed later as attachment 10 to this Consortium Agreement.

The XXX ITD is structured in XXX Projects/actions covered by grant agreements signed with the JU: XXX and allocated among the Parties

The Consortium management, coordination and decisions are handled by the ITD Technical Coordinator and the following Consortium Bodies,: the General Management, and as options : the Consortium Committee the Project Management Committee and the Work Package Management Teams.

Each Project is structured by work packages (Work Package) allocated among the Parties.

6.2 Consortium Bodies

The Consortium Bodies become operational on the Effective Date. The detailed functions and operations of the Consortium Bodies are described in the Management Plan in attachment 9

A Consortium Body has no competence to take decisions concerning the internal sovereignty and independence of the Parties and is an advisory body only.

6.2.1 ITD Coordinator

The Coordinator shall act as the intermediary between the Consortium and the Clean Sky Joint Undertaking. In addition to its responsibilities as a Party pursuant to Article 41.2 a) of the grant agreement, it shall perform all tasks assigned to it pursuant to Article 41.2 b) of the Grant Agreement and in this Consortium Agreement.

In particular, the Coordinator shall be responsible for:

Monitoring the proper implementation of the action as described in Annex I of the grant agreement and in compliance with the provisions of the Agreement and all legal obligations;

Monitoring compliance by the Parties with their obligations; in particular and to the extent possible informing the concerned Party about any cases of non-compliance with provisions of the Grant Agreement for which the Clean Sky Joint Undertaking decides to apply any sanctions defined in Chapter 6 of the Grant Agreement.

Subject to article 4.2, informing the CSJU when a Party who is a Member has carried out all its technical activities and has no further work and associated budget in the ITD for the remaining period of the Programme.

Keeping the address and contacts list (authorized representative, scientific and administrative contact, person authorized to sign the Form C) of the Parties updated and available and transmit the changes in accordance with the requirements of the Grant Agreement

Collecting, reviewing and submitting the reports, deliverables and other information on the progress of the XXX ITD (including financial statements and related certification) to the Clean Sky Joint Undertaking in accordance with the grant agreement;

Preparing launch and progress reviews

Preparing the meetings, proposing decisions and preparing the agenda of Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;

Transmitting documents and information connected with the management of the ITD Consortium Agreement, including copies of Accession documents and changes of contact information to the Parties;

Administering the CSJU financial contribution and fulfilling the financial tasks described in the Section 7 below;

Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims;

Collecting and submitting requests for amendments and termination at the initiative of the ITD Consortium in accordance with the Grant Agreement.

OPTION:

The XXX IADP Co-Leaders may agree between themselves to implement in turn the Coordinator's role in order to share the burden of this function over the whole duration of the Programme. In such case, the term for each Party among the Co-Leaders in the Coordinator's function will be not less than XXX successive months .

If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the Joint Undertaking to change the Coordinator through a vote in a meeting or by consents of the Parties. Decisions shall be taken unanimously by all of the Parties.

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party, unless otherwise authorized in writing by this Party .

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

The level of details regarding information requested by the Coordinator for the management of the Programme and the frequency for providing such information beyond the reporting periods set in the Grant Agreement shall prior be agreed by the Steering Committee. A reasonable frequency for such submission should not be more than twice a year and should only contain estimated data.

The Coordinator shall provide evidence of any particular Clean Sky Joint Undertaking request for information to a Party. In the event such a request concerns a piece of information that the Party considers as sensitive said Party may elect to directly provide the information to the Clean Sky Joint Undertaking and will inform the Coordinator of such communication.

6.2.2 The General Management

The General Management consists of the ITD Co-Leaders and is the interface between the Steering Committee of the ITD which is the decision making body of the ITD and the Consortium Bodies of the ITD.

The Co-Leaders are responsible for :

- (a) The general management of the XXX ITD in accordance with the Management Plan and to ensure that the activities are conducted by the Parties until completion as defined in the Consortium Plan.
- (b) The regular review and updating of this Consortium Plan where necessary or desirable with the support of the two PMCs and the other Parties,
- (c) Monitoring compliance by the Parties with their obligations;

- (d) Collecting, reviewing and validating information on the progress of the Consortium work and reports and other deliverables (including financial statements and related certification) submitted by the two PMCs,
- (e) Checking and authorizing any press release and publication by the Parties without prejudice to the Steering Committee procedures,
- (f) Proposing decisions to be taken by the ITD Steering Committee and monitoring the implementation of decisions so taken;
- (g) Taking note of a change of the name of a representative of a Party to the Steering Committee, to the relevant Project Management Committees (PMCs) and shall notify all the Parties.
- (h)with the support of the Coordinator, the Management Committee and the other Parties, being responsible for the regular review and updating of this Consortium Plan where necessary or desirable

6.2.3 Other Management Bodies

The management of work packages, tasks and subtasks within each Work Package will be organised and managed in a flexible manner by the involved Parties according to the work breakdown structure of the Consortium Plan, taking into account technical participation and leadership responsibilities at each level as well as the management bodies' proposals included in the attachment 0 to this Agreement.

6.3 Right to object

6.3.1 Objection by a member of a Consortium Body

A member of a Consortium body whose own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of this body may exercise a right to object with respect to the corresponding decision or relevant part of the decision.

- (a) When the decision is foreseen on the original agenda, a member may object such a decision during the meeting only.
- (b) When a decision has been taken on a new item added to the agenda before or during the meeting, a member may object such decision during the meeting and within fifteen (15) days after the minutes of the meeting are sent.

In case of exercise of the right to object, the members shall make every effort to resolve the matter which occasioned the objection to the general satisfaction of all its members. A member may not object decisions relating to its identification as a Defaulting Party. The Defaulting Party may not object decisions relating to its participation and termination in the Consortium or the consequences of them. A member requesting to leave the Consortium or a Project may not object decisions relating thereto.

The ITD Coordinator and/or the ITD Co-Leader may object any decision of the PMC or a Work Package Management Team in case this decision would adversely and severely affect the results to be delivered by the Consortium or the resources needed to deliver these results at the level of the ITD.

6.3.2 Objection by any other Party

Any other Party may object to any decision of a Consortium Body on the grounds that such Party's activity, time for performance, costs or liabilities, or intellectual property rights are impacted or whose information is to be published, provided that the objection is made within fifteen (15) calendar days of receipt by such Party of a copy of the minutes.

The affected Party shall give notice of objection within 15 calendar days of receiving from the chairman of the relevant Consortium Body minutes of the meeting at which the decision was taken.

For the avoidance of doubt no such decision shall be binding on any Party until it has in fact received a copy of the relevant minutes and the 15-day period for giving notice of objection has expired.

Where the chairman of a Consortium Body believes that a proposed decision may be objected to by a Party under the provisions of this Article he shall if possible notify the relevant Party of the proposed decision in advance of the meeting at which it is to be discussed and give the Party an opportunity to make representations to the Consortium Body.

The right to object such as described in the present article is also applicable to the decision of the Steering Committee as if it were a Consortium Body.

6.4 Escalation

In the event of an objection under article 6.2.5 any member of a Consortium Body at any level whose decision is affected or the objecting Party may within 15 days of the notice of objection require the matter to be referred to a superior decision-making body in the following escalation order:

*(Paragraph to be adjusted according to the consortium governance- remove this sentence after adaptation)*⁸

- a) Within the Consortium :
 - Work Package Management Team at level 3, to
 - 7 - Work Package Management Team at level 2, to
 - Work Package Management Team at level 1, to
 - Project Management Commit - General Management; to

- b) in the Joint Undertaking :
 - Steering Committee, to
 - JU Executive Director, to
 - Governing Board.

If the relevant superior decision making body is unable to settle the matter within 30 (thirty) business days, then the dispute shall be referred to the next superior making body

⁸ This paragraph is not an option, but an example of how to build an escalation procedure which should be adapted according to your consortium governance

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Clean Sky Joint Undertaking to the Programme shall be distributed by the ITD Coordinator to the parties which are Members subject to:

the Consortium Budget as included in the Consortium Plan,
the approval of reports by the Clean Sky Joint Undertaking, and
the provisions of payment in Article 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan and Annex I of the relevant Grant Agreement and upon the acceptance of the deliverable by the Project Management Committee

The financial contribution of the Joint Undertaking to the Parties which are Partners shall be paid directly by the CSJU to the Partner concerned in accordance with its Partner Grant Agreement and the ITD Coordinator shall have no responsibility related thereto.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Clean Sky Joint Undertaking. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Clean Sky Joint Undertaking with the exception of a Party involving Linked third Parties in accordance with article 4.4.2

7.1.3 Funding Principles

A Party being a Member of the JU which spends less than its allocated share of the Consortium Budget will be funded only based on its actual duly justified eligible costs as validated by the CSJU only.

A Party that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs and will not be funded by any amount in excess of its allocated share unless agreed otherwise by the ITD Steering Committee and approved by the CSJU.

In any event, the Steering Committee is responsible for the definition and modification of the Consortium Budget.

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

A Party withdrawing from the Consortium pursuant to the terms of Article 3.3.1 or whose participation in the Consortium is terminated pursuant to the terms of Article 3.3.2 shall refund all pre financing paid to it except the amount of expended eligible costs accepted by the Joint Undertaking and shall, where such terminated Party is a Defaulting Party within the limits specified in Article 4.5 of this Consortium Agreement, bear any additional costs justifiably required and occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

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

Eligible and ineligible costs are defined by Chapter 3 Article 6 of the Grant Agreement.

OPTION:

The Consortium budget will be established and agreed such that the ITD Coordinator will be sufficiently and adequately compensated in respect of all costs and expenses it incurs in the course of acting as the ITD Coordinator on behalf of the Parties and for the benefit of all Parties ("ITD Coordinator Management Costs"). These costs shall be indicated in the budget of the grant agreement under the category "management costs"

7.3 Payments of the CSJU financial contribution

Payments to Parties that are members of the JU is the exclusive task of the ITD Coordinator. In particular, the ITD Coordinator shall:

- (a) Notify a Party which are member of the JU concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references,
- (b) Perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- (c) Undertake to keep the JU financial contribution to the Consortium separate from its normal business accounts, its own assets and property.

All payments shall be made without undue delay after receipt by the ITD Coordinator of funds from the Joint Undertaking in accordance with the accepted decisions of the Joint Undertaking on the Consortium Budget, which includes the payment schedule

Payments to Parties which are members of the JU will be handled according to the following two principles:

- **pre-financing** in respect of future work included in the Consortium Plan, which may be forwarded to such Parties in separate instalments in conformity with the decisions of the Joint Undertaking.
- **payments** for past performance approved by the Joint Undertaking will be compared with the pre-financing given to a Party for such past performance; in case of positive balance, the difference will be paid to the Party concerned or recovery order may be issued in case of negative balance.

OPTION Payments to consortium members which are members of the JU will be made by the ITD Coordinator to the leader of said consortium for distribution to the members of said consortium. Such payment to the consortium leader discharges the ITD Coordinator from its obligations on payments as regards any member of said consortium. The consortium leader shall hold the ITD Coordinator harmless in case of claim by a member of the consortium.

The ITD Coordinator is entitled to either withhold any payment due to a Defaulting Party or to recover any sum already paid to a Defaulting Party and to refer this matter to the CSJU.

Payments to Partners will be made directly by the Joint Undertaking.

OPTION

Management Costs of the Co-Leaders

The Members (including the ITD Co-Leaders) agree to contribute to the management costs incurred by the ITD Co-Leaders the total sum ofEuros in each year. The several contributions of the Members to the said total sum shall be calculated in proportion to their respective participations in the costs of the ITD in the year in question, as determined by the Steering Committee. The ITD Co-Leaders shall in each year agree between themselves the allocation of the payments to be made by the other Members and shall notify their agreement to the Steering Committee. The ITD Co-Leaders may agree with the Steering Committee (acting for this purpose without the participation of the ITD Co-Leaders) to reduce the amount of this contribution. For the avoidance of doubt, nothing in this Agreement shall prevent the ITD Co-Leaders from claiming reimbursement of costs from the Joint Undertaking in respect of any management costs which are Eligible Costs under the Grant Agreement.

Any sums due from a Member under Article 7 shall be paid to the ITD Co-Leader(s) within thirty (30) days of the decision of the Steering Committee establishing the amount of the Members' contributions, provided that the ITD Co-Leader to whom payment is due has issued an invoice to the relevant Member. A deduction according to the pre-financing in the previous year shall be effectuated.

Section 8: Results

Option:

For the purpose of the XXX ITD Programme, the Results are those generated at the level of each Project within an action.

The rules regarding ownership of Results are set out in Grant Agreement Chapter 4 Section 3. They shall apply with the following additions:

8.1 Joint ownership

In case of joint ownership of Results, each of the joint owners shall be entitled to use their jointly owned Results free of charge, and without requiring the prior consent of the other joint-owner(s) for their own direct use only.

Unless a joint-ownership agreement is concluded, each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

- a) At least forty-five (45) days prior notice must be given to the other joint owner(s); and
- b) Fair and reasonable compensation must be provided to the other joint owner(s) for the avoidance of doubt "fair and reasonable" may mean free of charge

8.2 Transfer of Results

Each Party may transfer ownership of its own Results in all or in part following the procedures of the Grant Agreement Article 30.1.

It may identify specific “potential assignees” it intends to transfer the ownership of its Results to in Attachment 5 to this Consortium Agreement.

The other Parties hereby waive their right to object to a transfer to listed “potential assignees”.

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

Any addition to Attachment 5 after signature of this Agreement requires the agreement amendment procedure.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving prior notice for the transfer as foreseen in the Grant Agreement Article 30.1.

8.3 Dissemination of Results

8.3.1 Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by Article 29 of the Grant Agreement.

8.3.2 Publication of another Party’s Results or Background

For the avoidance of doubt, a Party shall not publish Results or Background of another Party, even if such Results or Background is amalgamated with Party’s Results, without the other Party’s prior written approval.

8.3.3 Cooperation obligations

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

8.3.4 Use of names, logos or trademarks

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

8.4 Results created by Linked Third Parties

The Beneficiary to which the Linked Third Party is related shall be responsible for assuring that the access rights to this Linked Third Party Background and Foreground can be provided in accordance with the Section 9 of this Agreement

Section 9: Access Rights

9.1 Background covered

For each project the Parties shall identify in the Attachment 1 the Background to which they shall grant Access Rights, subject to the provisions of this Consortium Agreement and the Grant Agreement and may update the Attachment 1 within the duration of the entire Programme.

However, A Party may decide to withdraw Background from Attachment 1, provided that:

- (i) Such Party provides the other Parties with a prior written notice to that effect,
- (ii) The Background has not yet been used by one of the Parties and/or is not planned to be used.

The Parties agree that all background not listed in Attachment 1 shall be explicitly excluded from Access Rights.

The Parties agree, however, to negotiate in good faith additions to Attachment 1 if a Party so request and provide such additions are needed. For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Attachment 1.

9.2 General Principles

OPTION

For sake of clarity, the provisions of this article 9 only apply at the level of each Project/ separately and Access Rights to Background and to Results only apply for Parties which are involved in the same Project and Grant Agreement unless otherwise specifically agreed by the Parties concerned in a separate agreement

Each Party shall take appropriate measures to ensure that it can grant Access Rights and fulfil the obligations under the Grant Agreement 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 or any other third party

As provided in the Grant Agreement Articles 25 and 31, the Parties shall specify promptly in Attachment 1 any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties.

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

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

The requesting Party must show with all due care and in good faith that the Access Rights are needed, notably if such requesting Party reasonably believes that without Access Rights on another Party's Background or Results, the performance of its own tasks for the Project or the Use of its own Results would be technically impossible or significantly delayed,

9.3 Access Rights for implementation

Access Rights to Results and Background of a Party to Project needed for the performance of the own work of another Party under the same Project / Work Package shall be granted on a royalty-free basis. Any grant of Access Rights to Subcontractors or Linked Third Parties, for Implementation shall equally be effectuated on the royalty-free basis, however any Party may exercise its own discretion as to whether such rights will be granted to the concerned Subcontractors or Linked Third Parties if it considers its legitimate interests being negatively impacted by such access rights.

9.4 Access Rights for Exploitation

Access Rights to Results if needed for Exploitation of a Party's own Results shall be granted on fair and reasonable conditions.

Use for third party research shall be subject to the prior written approval of the owner of the Results, such agreement will not be unreasonably withheld.

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

Access Rights to Background if needed for Exploitation of a Party's own Results shall be granted on fair and reasonable conditions.

A request for Access Rights may be made up to OPTIONS: [two (2) / five (5) / two (2)] years after the end of the OPTIONS: Project or Programme.

9.5 Access Rights for Affiliated Entities

Notwithstanding Articles 25 and 31 of the Grant Agreement, Affiliated Entities shall enjoy Access Rights where the Party requiring Access Rights for its Affiliated Entity can show that its Affiliated Entity:

- holds the right to use the Results owned by the Party it is affiliated to; and
- needs Access Rights in order to Use such Results; and
- is established in a Member State or an Associated Country; and
- is listed in Attachment 3 to this Consortium Agreement.

Such Access Rights shall be granted on fair and reasonable conditions and upon written bilateral agreement with the owner of the Background or Results or its related Beneficiary. Affiliated Entities which obtain Access Rights shall fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement and under this Consortium Agreement as if such Affiliated Entities were Parties.

However a Party may refuse to grant Access Rights to another Party's Affiliated Entity which is listed in Attachment 3 if the Party requested to grant such Access Rights has, prior to the signature of the Consortium Agreement, raised objections stating that its Legitimate Interests would be affected by the addition of that Affiliated Entity to such list.

Notwithstanding provision in art 6.2.2 the same shall apply for an Affiliated Entity which has been added to Attachment 3 following a decision of the Steering Committee where a Party had voted against the inclusion of the Affiliated Entity in said list.

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

In the event of any change of control of an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse unless agreed otherwise by the owning Party.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.7 Additional Access Rights

Any grant of Access Rights not covered by the Grant Agreement or/and this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.8 Access Rights for Parties entering or leaving the Consortium

9.8.1 New Parties entering the Consortium

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

9.8.2 Parties leaving the Consortium

9.8.2.1 Access Rights granted to a leaving Party

9.8.2.1.1 Defaulting Party

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

9.8.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily shall have Access Rights to the Results developed until the date of the termination of its participation. The time-limit for its right to request these Access Rights shall start on the same date.

The same shall apply to a Party leaving the ITD Consortium upon the completion of all its activities occurring before the end date of the XXX ITD.

9.8.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole

duration of the Project. The same shall apply to a Party leaving the ITD Consortium upon the completion of all its activities occurring before the end date of the XXX ITD.

9.9 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

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

9.10 Ownership and use of materials or equipment

In the event a material or equipment is developed or manufactured in the frame of the Programme by two or more Parties, such Parties shall enter into a separate agreement addressing the ownership and conditions of use, maintenance, deposit, etc... of such material or equipment.

The Parties to the Consortium Agreement will be granted a right to use free of charge such material or equipment for the implementation of the Project in accordance with the loan conditions in Attachment 6 to the Consortium Agreement.

Section 10: Non-disclosure of information

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

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 10 years after the end of the Programme:

Not to use Confidential Information otherwise than for the purpose for which it was disclosed;

Not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;

To ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

To return to the Disclosing Party on demand all Confidential Information which has been supplied to the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only. However, Recipients, which are public institutes may keep a copy of Confidential Information if and

to the extent such information shall be kept according to mandatory national laws and regulations.

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

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

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

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

It is understood and acknowledged by the Parties that the disclosure of Confidential Information doesn't mean any transfer of or change in the ownership to such information.

Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

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

The confidentiality obligations under this Consortium Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the Clean Sky Joint Undertaking, provided that the Disclosing Party is informed of such a communication beforehand and is given an opportunity to disclose it by itself to the JU and / or take every measure to control the extent of such a communication.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this body text and:

- [Attachment 0]: Lower Governance Structure
- [Attachment 1]: Background included
- [Attachment 2]: Accession document
- [Attachment 3]: Listed Affiliated Entities
- [Attachment 4]: Initial list of Members and other contact persons
- [Attachment 5]: List of potential assignees
- [Attachment 6]: Agreement for the loan of material/equipment
- [Attachment 7]: Initial Consortium Plan
- [Attachment 8]: List of Linked Third Parties
- [Attachment 9]: Consortium Programme
- [Attachment 10]: Rules of Procedure of the ITD Steering Committee

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

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

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Noting -in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator based on the initial list of members and other contact persons in Attachment 4. Notices required to be sent that are legal notices shall be addressed to a Party's Company Secretary (or equivalent officer) at the registered address or the address of the principal company headquarters, provided that such information is being communicated beforehand by the relevant Party..

Formal notices:

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

Other communication:

Other Communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt (e.g. minutes).

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

of the contact persons list does not require the signature of an amendment of the Consortium Agreement by all Parties hereto.

11.4 Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Article 6.2.2 require a separate agreement between all Parties.

In case of an amendment to the Grant Agreement such amendment shall be submitted to the approval of the Steering Committee. If approved by the Steering Committee and the CSJU, such amendments shall apply, to the Parties without written amendment to the Consortium Agreement.

In case of an addition to Attachment "Background Included", a withdrawal from Attachment "Affiliated Entities" or an amendment of Attachments or "Initial List of Representatives" to this Consortium Agreement, the simplified amendment process described below shall apply:

A Party requesting an addition to Attachment "Background Included", a withdrawal from Attachment "Affiliated Entities" or an amendment of Attachments "Initial List of Representatives" shall notify the Coordinator about the change request. The Coordinator will inform the other Parties of such change request and will edit an updated version of the modified Attachment and will distribute it to the Parties.

Any objection to such updated version should be made in writing to the Coordinator and to the Party at the origin of the request within thirty (30) calendar days after receipt of the updated version. If no objection is made within the time limit stated above, the Coordinator shall inform the Parties the updated version shall be considered as approved and applicable without further formalities.

In case the amendment is approved by the Steering Committee, the legal representative of the ITD Coordinator is mandated to sign the amendment on behalf of the XXX-ITD Steering Committee without a further additional signature process.

After a number of amendments have been made using the process above, and when the Steering Committee will find it necessary for clarity and readability, an updated version of the Consortium Agreement will be edited integrating all the amendments made and circulated to all Parties.

All other modifications to this Consortium Agreement require an amendment duly signed by all Parties unless otherwise agreed by the Steering Committee.

11.5 Accession of New Party ⁹

⁹ Depending on the ITD's choice Partners can be bound by the Implementation Agreement instead of acceding to this Consortium Agreement

An accession of a new Party to this Consortium Agreement if approved by the respective Governing Body in charge, shall be handled through usage of the accession letter or accession request and acceptance letters as specified in Attachment 2

OPTION in case of usage of accession request and acceptance letter:

In the particular case of the accession of a new Party to the ITD Consortium Agreement, the Parties agree and hereby give mandate to the Steering Committee to propose and recommend through the Steering Committee Rules of Procedure for approval by the Parties the request for accession in accordance with Attachment 2 to this ITD Consortium Agreement of new Party or Parties and to authorize the acceptance by the Coordinator of the corresponding letter of acceptance for such new Party set out in Attachment 2 to this ITD Consortium Agreement provided that where such new Party is a Partner entering into a Grant Agreement for Partner with the CSJU, the approval of the accession request by the Steering Committee constitutes the approval of the Parties to the accession of such Partner as a new Party to the Consortium Agreement.

⋮

All Parties will be prior informed by e-mail by the Coordinator of the proposed accession of a new Party as part of the calling notice for the Steering Committee meeting in accordance with Steering Committee Rules of Procedure 6th January 2009 paragraph 5(e).

Any Party which is not a member of the Steering Committee may object in accordance with article 6.3.2 of the ITD Consortium Agreement

Where a Party wishes to object to the proposed accession of a new Party which is a member of a consortium set up for a given selected project, the objection shall apply to all members of said consortium.

The decision for the accession of a new Party so taken shall be binding on the Parties to the Consortium Agreement except for a Party who has exercised its right to object to the accession of such new Party to the Consortium Agreement in which case the rights and obligations under the Consortium Agreement will not apply between the new Party and the objecting Party.”

11.6 Subcontracting

A Party may engage subcontractors to perform part of its obligations under the Project in accordance with the provisions of the Article 13 of the Grant Agreement.

Each Party shall remain fully responsible and liable for the performance of its subcontractors.

Each Party shall ensure that the agreement with its subcontractors is not in contradiction with his obligations under this Consortium Agreement.

OPTION:

Behavior

Each Party shall undertake to maintain within the Project a cooperative, correct and positive working atmosphere, to treat everyone with respect and in a professional manner, banning any communication/behavior that a reasonable person should have known to be unwelcome. The lack of respect of this rule will be notified to the Steering Committee which will take all appropriate measures to remedy such breach.

11.7 Mandatory national law

The Parties recognize that at the time of signature of this Consortium Agreement, nothing in this Consortium Agreement requires a Party to breach any mandatory national law under which the Party is operating. To the extent any future mandatory law forbids or restricts any of the activities contemplated hereunder, the Parties agree to inform each other and discuss about the consequences thereof.

11.8 Language

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

11.9 Applicable law

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

11.10 Settlement of disputes

All disputes or claim arising out of or in connection with this Consortium Agreement, which cannot be solved amicably within a reasonable period of time, may be submitted to settlement proceedings under the ICC ADR Rules. If the dispute has not been settled pursuant to the said Rules within ninety (90) days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels, Belgium.

The arbitral proceedings shall be conducted in English.

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

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

Section 12: Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorized representatives in

OPTIONS: separate signature pages or counterparts or accession form

the day and year first above written.

[INSERT NAME OF PARTY]
Signature(s)
Name(s)
Title(s)

[INSERT NAME OF PARTY]
Signature(s)
Name(s)
Title(s)

Etc.....

Attachment 0: Governance – options¹⁰

OPTIONAL

The Consortium Committee (CC)

Notwithstanding the above mentioned and for non- regular gathering for exceptional topics the consortium may create a Consortium Committee (“CC”) which will assist and advise the Steering Committee in its function..

The CC has no competence to take decisions concerning the internal sovereignty and independence of the Parties and is an advisory body only. The CC shall consist of the representatives who seat in the Steering Committee that are Parties of this Consortium Agreement at the time when a CC meeting is convened. The CC Chairman appointed by one of the Co-Leaders and is the same person as the Chairman of the Steering Committee unless decided otherwise by the unanimous consent of CC members;

The appointed CC representatives are:
XXXX (list of the representatives)
XXXX , etc...

In addition, other non-voting representatives of the Parties may participate in the CC upon invitation by the Chairman. These invited non-voting representatives may include members of the Management Committee including the Management Committee Chairman. They will report in front of the CC on the technical progress and planned activities concerning the demonstrators and on management issues.

The CC Chairman may convene CC meetings on particular topics prior to a Steering Committee meeting unless it appears at that time than all Consortium management activities can be handled during the Steering Committee meeting. The CC Chairman shall also convene meetings at any time upon written request of any CC member in case of an emergency situation, provided that this request is supported by at least one fourth (1/4) of the CC members.

Rules of procedures adopted by the Steering Committee, including the allocation of voting rights, will apply similarly to the CC, except for the provisions concerning Steering Committee members which are not Parties in this Agreement.

Project Management Committee (PMC)

A) Composition OPTION 1:

The PMC means the relevant Project Management Committee and shall consist of the following appointed persons :

a) Non voting members :

- a representative of the ITD Coordinator as such,
- a representative of the ITD Co-Leader as such ,

¹⁰ **This attachment serves to choose the governance bodies which suit your project. The chosen bodies will be transferred to the Governance Section in the main body of this agreement and the Attachment 0 will disappear in your final version.**

- the Project Manager as such,

b) voting members :

- The relevant nominated representative of each Work Package Leader at levels one, two and three in the XXX ITD work breakdown structure set out in the Consortium Plan .Should a Party be the leader of more than one Work Package in the Project, such Party will have only one vote in the PMC. Should several Parties be Participating Affiliates of a leader of another Clean Sky ITD as per the Statutes of the JU and be Work Package Leaders in the Project. These Parties will have only one vote in the PMC .for all of them including the ITD Leader to which they are affiliated .

A) Composition OPTION 2;

The ITD MC shall consist of the following appointed persons:

- One representative for each of the Clean Sky 2 leaders involved in the XXX Steering Committee, including the Coordinator;
- One or more representatives of the Joint Undertaking Programme Office, who is (are) the same person(s) as seating in the Steering Committee unless designated otherwise by the Executive Director;
- The NextGenCTR Rotorcraft Demonstration Leader;
- The LifeRCraft Rotorcraft Demonstration Leader;
- The Technology Evaluator Transverse Area Leader;
- The Eco-Design Transverse Area Leader.

The membership of the PMC may be changed with the PMC's unanimous agreement. When required by the topics to be discussed in the agenda, the PMC may by unanimous approval only, invite the other persons connected with the Project work, such as Demonstration leaders or others

The relevant Project Manager shall chair all meetings of the PMC. Each PMC representative shall participate or be duly represented by a substitute to each PMC meeting. and only such a member or a substitute is entitled to vote.

B) Procedure

The Project Manager shall convene meetings of the PMC at least on a quarterly basis and shall also convene meetings at any time upon written request of any representative of the PMC in the case of an emergency situation.

The Project Manager shall give each of the representatives at least fifteen (15) calendar days' notice in writing of such meetings or seven (7) calendar days notice in case of an emergency situation.

Should a representative of the PMC suggest adding a discussion/decision to the proposed agenda, it shall do so in writing to all other representatives at least two (2) working days prior to the meeting date.

However, any decision required or permitted to be taken by the PMC may be taken as follows:

- (a) In meetings including meetings held via teleconference or videoconference; or
- (b) Without a meeting, through circulation among the representatives of the PMC of a written document setting forth the decision to be made which must be returned within fifteen (15) calendar days to the Project manager, duly signed and with their recommendations indicated in relation thereof. In such a case, the Project manager shall draft the minutes to formalize in writing the decisions taken, taking into account the documents returned and shall dispatch them to the representatives within fifteen (15) calendar days of the expiration date of the above fifteen (15) days.

Each of the PMC representatives will have one vote at PMC meetings, save that a representative shall not be entitled to vote on a resolution relating to an allegation of default by the Party being a member of the JU appointing him.

The PMC shall make decisions by simple majority of all voting rights

No PMC decision will be validly decided unless and until at least two-third (2/3) of its representatives are present or represented, or have expressed their votes in a written form.

The Parties agree to abide by all recommendations of the PMC subject to their rights under this Agreement

OPTION:

The MC shall make its decisions through consensus.

The MC shall not deliberate and decide validly unless all MC members concerned with the topics to be decided are present or represented.

The Parties agree to abide by all decisions of the ITD Management Committee.

The chairman shall draft the minutes of each meeting to formalize in writing all decisions taken and shall dispatch them to all members of the PMC and relevant other Parties within fifteen (15) calendar days of a meeting date.

All the minutes (including those drafted without meeting as above mentioned) shall be considered as accepted by the members of the PMC if, within fifteen (15) calendar days from receipt thereof, no member of the PMC has objected in writing to the ITD Coordinator,

provided that objection shall be either on such formalization or on a decision that was not part of the agenda and which was not accepted by all members of the PMC.

OPTION:

provided that objection shall be possible only in the following events:

-if made by a MC member ITD on the grounds that such objection shall be either on such formalization or on a decision that was not part of the agenda and which was not accepted by all MC members and provided that the objection is made within fifteen (15) calendar days of receipt of the minutes.

-if made by a Party that is not a member of the MC ITD on the grounds that such Party's work package, time for performance, costs or liabilities, or intellectual property rights are

impacted or whose information is to be published, provided that the objection is made within fifteen (15) calendar days of receipt of the minutes.

C) Functions

The PMC shall be responsible for the operational daily management of the Project and in particular for :

- (a) Making proposals to and advising the General Management and the ITD Coordinator for the allocation of the Consortium Budget in accordance with the relevant Grant Agreements, including the Consortium Plan and for possible budget transfers;
- (b) When major modifications to the scope and content of the Projects are required, making proposal to and advising the General Management and the ITD Coordinator for those modifications;
- c) Making proposals to and advising the ITD Coordinator for the review and/or amendment of the terms of the relevant Grant Agreements;
- d) Making proposal and advising the ITD Coordinator on a change of the list of Affiliated Entities, when requested;
- e) Advising the ITD Coordinator of major changes in work, particularly termination, creation, or reallocation of top level Work Packages,
- f) Making proposals to the General Management and the ITD Coordinator to suspend all or part of the Project or to terminate the part of the relevant Grant Agreements related to the Project, or to request the Joint Undertaking to terminate the participation of one or more Parties,
- g) Advising the General Management and ITD Coordinator on actions to be taken against a Defaulting Party, including a request to the Joint Undertaking for an audit or for the assistance of the Joint Undertaking, and approving the assignment of the Defaulting Party's tasks to Non-Defaulting Parties, and reallocating the Community Financial Contribution among the Parties effectively involved in completion of such Defaulting Party's tasks and/or if appropriate agree upon a new entity to join the Consortium for that purpose; Any Party affected by this default will be invited to attend the discussion devoted to the matter.

OPTION to g)

- i. Reviewing and deciding in case of default of a Party and preparing proposals to the General Management with regard actions to be taken against the Defaulting Party (as defined in Articles 6, 7 and 9), including through a request to the Joint Undertaking for an audit, an assignment of the Defaulting Party's tasks, and suggestions on any new entity to join the Programme for that purpose;
- h) Reviewing and deciding cases of default of the Project Manager in the performance of his tasks and preparing proposals to the General Management and the ITD Coordinator on actions to be taken and possible nomination of a new Project manager;
- i) Reviewing and recommending the content of Calls for Proposals and preparing the selection of new Core Partners;

- j) Providing advice on selecting new Partners with the assistance of independent experts in compliance with Joint Undertaking procedures;
- k) Reviewing the content of calls for tender in conjunction and cooperation with the Party(ies) concerned and coordinating the selection of subcontractors or service providers in accordance with the JU dedicated procedure , if any.
- l) Advising the ITD Coordinator on entering into the relevant Grant Agreements and the ITD Consortium Agreement of new Parties;
- m) Deciding on technical roadmaps for the Project;
- n) Proposing to the ITD Coordinator rules for the management of the funds received from the Joint Undertaking in accordance with Article 7,
- o) Generally supporting the General Management and the ITD Coordinator particularly in preparing for meetings with the Joint Undertaking and delivery and exchange of Project related data and deliverables.
- p) Alerting the General Management and the ITD Coordinator in case of delay in the performance of the Project or in case of default of any Party under said Project;
- q) Coordinating on a day-to-day basis the progress of the technical work under the Project;
- r) Advising the General Management and the ITD Coordinator on procedures and policies in accordance with the relevant Grant Agreement rules, Annex II General Conditions - Part C for the use and dissemination of the Foreground;
- s) Advising the ITD Coordinator on a change of a third party to which ownership of Foreground will be assigned,
- t) Advising the ITD Coordinator on withdrawal of Background from Attachment 1,
- u) Advising the General Management and the ITD Coordinator on press releases and publications by the Parties involved in the Project or by the Joint Undertaking with regard to the Project, as per the relevant Grant Agreements and this Consortium Agreement,

OPTION

The two PMCs together shall be responsible for :

advising on actions to be taken by the Steering Committee and, if necessary, submitting a proposal to the Joint Undertaking for the instigation of a new coordinator in case of default of the ITD Coordinator in the performance of its tasks as a coordinator,

The two PMCs will meet and decide in accordance with the provisions of this Agreement except that if a Party is represented in both PMCs such Party will have only one vote. The meeting will be chaired by the Co-Leader which is not the ITD Coordinator.

Project Manager

The Project Manager shall have the following functions:

- a) Administration, preparation of minutes and provision of the chairman of the Project Management Committee and follow-up of its decisions;
- b) Transmission of any documents and information connected with the Project to the Parties concerned;
- c) Transmission of any documents and information connected with the Project to the General Management

- d) Transmission of the Project deliverables of the Parties within the Project to the General Management;
- e) Coordinating on a day-to-day basis the progress of the technical work under the Project with the support of the PMC
- f) informing the ITD Coordinator and the General Management of any delay in delivery that could not be remedied or any major discrepancy.

The Project Manager shall neither be entitled to act or to make legally binding declarations on behalf of any other Party nor to enlarge its role beyond the one described herein

OPTIONAL:

Work Package Management Team

The management of work-packages, tasks and subtasks within each Project will be organised and managed through a Work Package Management Team in a flexible manner by the involved Parties according to the work breakdown structure of the Consortium Plan, taking in account technical participation and leadership responsibilities at each level. The Level 1 Work Package Management Team shall consist of the Level 1 Work Package leader and one representative of each Level 2 Work Package participating to such Level 1 Work Package.

The Level 2 Work Package Management Team shall consist of the Level 2 Work Package Leader and one representative of each Level 3 Work Package participating to such Level 2 Work Package.

The Level 3 Work Package Management Team shall consist of the Level 3 Work Package Leader and the other Parties participating to such Level 3 Work Package.

The Work Package Leader shall convene meetings (including meetings held via teleconference or videoconference) of the Work Package Management Team every two (2) months and shall also convene meetings at any time upon written request of any member of the Work Package Management Team in the case of an emergency situation. The Work Package Leader shall give each of the members at least ten (10) calendar days notice in writing of such meetings or seven (7) calendar days notice in case of an emergency situation.

Any decision requiring a vote at the Work Package Management Team meeting must be identified as such on the invitation.

Should a member of the Work Package Management Team suggest adding a discussion/decision to the proposed agenda, it shall do so in writing to all other members at least two (2) working days prior the meeting date.

However, any decision required or permitted to be taken by the Work Package Management Team may be taken in accordance with the foregoing:

- a) in meetings including meetings held via teleconference or videoconference., or
- b) without a meeting, through circulation among the members of the Work Package Management Team of a written document setting forth the decision to be voted which must be returned within fifteen (15) calendar days to the Work Package Leader, duly signed and with their votes indicated in relation thereof. In such a case, the Work Package Leader shall draft the minutes to formalize in writing the decisions taken, taking into account the documents returned and the votes accounted in accordance with the rules below mentioned in the same paragraph and shall dispatch them to all members within fifteen calendar days of the expiration date of the above fifteen (15) days.

The Work Package Management Team shall be in charge of managing the Work Packages and in particular be responsible for the following:

- a) Advising the relevant Project Management Committee on the allocation of the Work Package tasks in accordance with the Work Package Budget allocation approved including the Consortium Plan and reviewing and proposing to the concerned Parties budget transfers within the limits of the Work Package Budget

- b) Making proposals to the Project Management Committee for the entering into the Grant Agreement and the Consortium Agreement of new Parties for participation in the Project;
- c) Alerting the Project Management Committee and the ITD Coordinator in case of delay in the performance of the Work Package or in case of default of any Party under said Work Package;
- d) Analyzing and documenting default of a Party under the Work Package and prepare proposal and action plan to the Project Management Committee for this latter's decision;

The Work Package Management Team shall not deliberate and decide validly unless a majority of two-thirds (2/3) of its members are present or represented.

Each representative shall have one vote and may appoint a substitute to attend and vote at any meeting of the Work Package Management Team.

In the case of sub paragraph a) decisions shall be taken unanimously by all members of the Work Package Management Team.

In the other cases, decisions shall be taken by a majority of 75% of the votes of Parties present or represented.

The members of the Work Package Management Team agree to abide by all decisions of the Work Package Management Team subject to their rights under this Consortium Agreement.

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

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

The Work Package Leader shall have the following functions :

- a) Leading of the tasks which are part of its Work Package.
- b) Chairing of all meetings of the Work Package Management Team.
- c) Administration, preparation of minutes and provision of the chairman of the Work Package Management Team, and follow-up of its decisions;
- d) Transmission of any documents and information connected with the Work Package to the Parties concerned;
- e) Transmission of any documents and information connected with the Work Package to the Project Manager;
- f) Transmission of the Project deliverables of the Parties within the Work Package to the Project Manager ;
- g) Coordinating on a day-to-day basis the progress of the technical work under the Work Package;
- h) For the purpose of Article 7.1, reviewing deliverables at each agreed step under the Consortium Plan for the Work Package concerned and advise the Project Manager of any delay in delivery that could not be remedied or any major discrepancy.

The Work Package Leader shall neither be entitled to act or to make legally binding declarations on behalf of any other Party nor to enlarge its role beyond the one described herein

OPTIONAL Demonstration Management Team (DMT)

Demonstration Management Team structure

Each of the demonstrations shall be governed by a Demonstration Management Team (“DMT”). A DMT shall consist of the Demonstration Leader and one representative of each active Work Package participating to such Demonstration. Other participants including in particular leaders or representatives of Work Packages which are either not yet active or fully completed may be invited to some DMT meetings, as required by the agenda.

The Demonstration Leader shall coordinate all tasks which are part of the relevant demonstration and shall chair all DMT meetings. Each representative may appoint a substitute to attend any DMT meeting.

The Demonstration Leader shall convene DMT meetings (including meetings held via teleconference or videoconference) as frequently as needed for progress monitoring, reporting, coordination and planning, at least once prior each regular MC meeting and shall also convene meetings at any time upon written request of any DMT member in the case of an emergency situation.

The Demonstration Leader shall give each of the members at least ten (10) calendar days notice in writing of such meetings or seven (7) calendar days notice in case of an emergency situation.

The DMT shall make its decisions through consensus.

Should a DMT member suggest adding a discussion/decision to the proposed agenda, it shall do so in writing to all other members at least two (2) working days prior the meeting date.

However, any decision required or permitted to be taken by the DMT may be taken in accordance with the foregoing:

- i. In meetings including meetings held via teleconference or videoconference.
- ii. Without a meeting, through circulation among the DMT members of a written document setting forth the decision to be made which must be returned within fifteen (15) calendar days to the Demonstration Leader, duly signed and with their recommendations indicated in relation thereof. In such a case, the Demonstration Leader shall draft the minutes to formalize in writing the decisions taken, taking into account the recommendations returned and shall dispatch them to all members within fifteen calendar days of the expiration date of the above fifteen (15) days.

The DMT shall be in charge of managing the Work Packages relevant to the Demonstration and in particular be responsible for the following:

- i. Deciding upon the allocation of the Work Package tasks in accordance with the rotorcraft demonstration budget allocation approved in the Steering Committee, including the Consortium Plan and reviewing and proposing to the concerned Parties budget transfers within the limits of the Consortium Budget and the Consortium Plan for the Project;
- ii. Making proposals to the Management Committee for the entering into the Grant Agreement and the Consortium Agreement of new Parties for participation in the relevant Demonstration ;
- iii. Alerting the Management Committee and the Coordinator in case of delay in the performance of the relevant Demonstration or in case of default of any Party under said Demonstration ;
- iv. Analysing and documenting default of a Party under the Demonstration and prepare proposal and action plan to the Management Committee for this latter's decision;
- v. Deciding upon the exchange of work packages between the Parties in the t Demonstration, in the event that this exchange has an impact, which does not go beyond the scope of the Work Package and has no impact on the Consortium Budget and Consortium Plan.

The DMT shall not deliberate and decide validly on any specific agenda item unless all DMT members concerned with said agenda item are present or represented.

The members of the DMT agree to abide by all decisions of the DMT.

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

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

OPTIONAL : Demonstration Leader

The Demonstration Leader shall have the following functions only:

- Administration, preparation of minutes and provision of the DMT chairman, and follow-up of its decisions;
- Transmission of any documents and information connected with the Work Package to the Parties concerned;
- Transmission of any documents and information connected with the Demonstration to the Coordinator;
- Transmission of the Project deliverables of the Parties within the Demonstration to the Coordinator;

- Co-ordinating on a day-to-day basis the progress of the technical work under the Demonstration;
- For the purpose of Article 7.1, reviewing deliverables at each agreed step under the Consortium Plan for the Demonstration concerned and advise the Coordinator of any delay in delivery that could not be remedied or any major discrepancy.

The Demonstration Leader shall neither be entitled to act nor to make legally binding declarations on behalf of any other Party nor to enlarge its role beyond the one described herein.

OPTIONAL Transverse Area Management Team

Transverse Area Management Team structure

Transverse Area Management Team ("TAMT") shall consist of the Work Package leader and the other Parties participating to such Work Package.

The Work Package Leader shall lead the tasks which are part of its Work Package.

The Work Package Leader shall chair all TAMT meetings. Each representative shall have one vote and may appoint a substitute to attend and vote at any TAMT.

The Work Package Leader shall convene TAMT meetings (including meetings held via teleconference or videoconference) every two (2) months and shall also convene meetings at any time upon written request of any TAMT member of in the case of an emergency situation.

The Work Package Leader shall give each of the members at least ten (10) calendar days notice in writing of such meetings or seven (7) calendar days notice in case of an emergency situation.

Any decision requiring a vote at the TAMT meeting must be identified as such on the invitation.

Should a TAMT member suggest adding a discussion/decision to the proposed agenda, it shall do so in writing to all other members at least two (2) working days prior the meeting date.

However, any decision required or permitted to be taken by the TAMT may be taken in accordance with the foregoing:

- iii. In meetings including meetings held via teleconference or videoconference.
- iv. Without a meeting, through circulation among the TAMT members of a written document setting forth the decision to be voted which must be returned within fifteen (15) calendar days to the Work Package Leader, duly signed and with their votes indicated in relation thereof. In such a case, the TA Leader shall draft the minutes to formalize in writing the decisions taken, taking into account the documents returned and the votes accounted in accordance with the rules below mentioned in the same paragraph and shall dispatch them to all members within fifteen calendar days of the expiration date of the above fifteen (15) days.

The TAMT shall be in charge of managing the Work Packages relevant to said TAMT and in particular be responsible for the following:

- vi. Deciding upon the allocation of the relevant tasks in accordance with the Budget allocation approved in the Steering Committee, including the Project Plan and reviewing and proposing to the concerned Parties budget transfers within the limits of the Project Budget and the Project Plan for the Project;
- vii. Making proposals to the Management Committee for the entering into the Grant Agreement and the Consortium Agreement of new Parties for participation in the relevant Transverse Area;
- viii. Alerting the Management Committee and the Coordinator in case of delay in the performance of the relevant Transverse Area or in case of default of any Party under said Transverse Area;
- ix. Analysing and documenting default of a Party under the Transverse Area and prepare proposal and action plan to the Management Committee for this latter's decision;
- x. Deciding upon the exchange of work packages between the Parties in the Transverse Area, in the event that this exchange has an impact, which does not go beyond the scope of the Transverse Area and has no impact on the Project Budget and Project Plan.

The Transverse Area Management Team shall not deliberate and decide validly unless a majority of two-thirds (2/3) of its members are present or represented.

In the case of sub paragraph i, decisions shall be taken unanimously by all TAMT members.

In other cases, decisions shall be taken by a majority of 75% of the votes of Parties present or represented.

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

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

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

Transverse Area Leader

The Transverse Area Leader shall have the following functions only:

- Administration, preparation of minutes and provision of the TAMT chairman and follow-up of its decisions;

- Transmission of any documents and information connected with the Transverse Area to the Parties concerned;
- Transmission of any documents and information connected with the Transverse Area to the Coordinator;
- Transmission of the Project deliverables of the Parties within the Transverse Area to the Coordinator;
- Co-ordinating on a day-to-day basis the progress of the technical work under the Transverse Area;
- For the purpose of Article 7.1, reviewing deliverables at each agreed step under the Project Plan for the Transverse Area concerned and advise the Coordinator of any delay in delivery that could not be remedied or any major discrepancy.

The Transverse Area Leader shall neither be entitled to act nor to make legally binding declarations on behalf of any other Party nor to enlarge its role beyond the one described herein.

OPTION :

Project Controller

The Coordinator may decide to implement a Project Controller reporting to the Coordinator.

The Project Controller shall provide assistance to the Coordinator as specified by the Coordinator, with regard to the Coordinator's day-to-day tasks, such as preparation of meetings of the Project Management Committee and Steering Committee..
The Project Controller will act toward the Parties on behalf and under the responsibility of the Coordinator and will attend the meetings.

OPTION

Aircraft Concept Manager

For each aircraft developed in the ITD an Aircraft Concept Manager shall be appointed by the Member with the principal engagement in the relevant technology. The Aircraft Concept Manager shall be responsible for ensuring efficient workflow, communication and delivery between the relevant Work Packages. The Aircraft Concept Manager has no operational function, but shall be responsible for advising the ITD -MC and pursuing all types of coordination to pursue the success of his mission.

[Attachment 1]: Background included

Access Rights to Background made available to the Parties:

Name of the Party	
Owner	
Nature	
Registration / protection	
Description / Title	
Access right granted to:	
Access conditions for carrying out the project / Limitations	

Name of the Party	
Owner	
Nature	
Registration / protection	
Description / Title	
Access right granted to:	
Access conditions for carrying out the project / Limitations	

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

[Attachment 2]: Accession

OPTION 1: Accession document

ACCESSION of a new Party to

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

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

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

| [OFFICIAL NAME OF THE _COORDINATOR AS IDENTIFIED IN THE GRANT AGREEMENT]

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

OPTION2

Accession request letter (New party)

Subject: Accession of XX, (YY, ZZ, in case of a Consortium) [OFFICIAL NAME OF THE NEW PARTY (IES) AS IDENTIFIED IN THE GRANT AGREEMENT] to the XXX ITD Consortium Agreement, [version ..., YYYY-MM-DD] – in relation with the performance of *for Partner*):[Title of the project concerned] in the framework of the XXX ITD.

From: XX, (YY, ZZ)

To: XXX , Coordinator of the XXX ITD – address:
XX, (YY, ZZ) hereby request to become Party (ies) to the XXX ITD Consortium Agreement identified above, and accept all the rights and obligations of a Party:

from start [date] :

to estimated end [date] :

CONFIDENTIAL

XX, (YY, ZZ) identify in Attachment 1 to this letter the Background to which they shall grant Access Rights to the Parties in accordance with the terms of their Grant Agreement and the XXX ITD Consortium Agreement.

Any notice to be given to XX, (YY, ZZ) under the XXX ITD Consortium Agreement shall be in writing to the contact persons in Attachment 2 hereto.

[Date and Place]

[INSERT NAME OF THE NEW PARTY(XX)

Signature(s):

Name(s):

Title(s):

[INSERT NAME OF THE NEW PARTY(YY)

Signature(s):

Name(s):

Title(s):

[INSERT NAME OF THE NEW PARTY(ZZ)

Signature(s):

Name(s):

Title(s):

Attachment N°1 to the Accession request letter

XX for: [Title of the project]

Know-how 1 :	
Owner	XX
Nature	
Registration / protection	
Description / Title	
Access conditions for carrying out work as part as of the – XXX ITD / Limitations	.

YY for: [Title of the project]:

Know-how 1 :	
Owner	YY
Nature	
Registration / protection	
Description / Title	
Access conditions for carrying out work as part as of the – XXX ITD / Limitations	

ZZ for: [Title of the project]

Know-how 1 :	
Owner	ZZ
Nature	
Registration / protection	
Description / Title	
Access conditions for carrying out work as part as of the – XXX ITD / Limitations	

Attachment N°2 to the Accession request letter

XX nominates as:

Name:

- contact for technical matters

Tel.: +

Fax: +

E-mail:

Name:

- contact for administrative/contractual matters

Tel.: +

Fax: +

E-mail:

YY nominates as:

Name:

- contact for technical matters

Tel.: +

Fax: +

E-mail:

Name:

- contact for administrative/contractual matters

Tel.: +

Fax: +

E-mail:

ZZ nominates as:

Name:

- contact for technical matters:

Tel.: +

Fax: +

E-mail:

Name:

- contact for administrative/contractual matters:

Tel.: +

Fax: +

E-mail:

Accession acceptance letter (Coordinator)

Subject: Request for accession to the XXXXX Consortium Agreement

Your ref:

From: [XXXXXXXXXX]

To: XX, (YY, ZZ)

Further to your request in reference, XXXXXX hereby certifies that XX, (YY, ZZ) has (have) been accepted by the XXXX Steering Committee in its meeting of YYYY/MM/DD to perform activities of [title of the project concerned] in the framework of the XXXX ITD/IADP/TA:

from start [date]:

to estimated end [date]:

CONFIDENTIAL

Following the information given by the Coordinator to all Parties to the Consortium Agreement on YYYY/ MM/DD, no Party has objected to the accession of XX, (YY, ZZ) to the Consortium Agreement.
to the exception of :

Part A :

Part B :

Consequently, XXXXX , as Coordinator of the XXXX ITD, and according to the mandate received from the Parties to the Consortium Agreement, accepts the accession of XX, (YY, ZZ) as Parties to the Consortium Agreement.

from start [date]:

to projected end [date]:

[XXX]

Signature(s):

Name(s):

Title(s):

[Attachment 3]: Listed Affiliated Entities

Name of the Party	
Affiliated Entity #1	
Legal Name	
Legal Address	

Name of the Party	
Affiliated Entity #2	
Legal Name	
Legal Address	

Name of the Party	
Affiliated Entity #3	
Legal Name	
Legal Address	

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

Name of the Party

nominates as Steering Committee members

Name:

Address (if different):

Tel:

Fax:

Mail:

nominates as contact for technical matters
(project officer):

Name:

Address (if different):

Tel:

Fax:

Mail:

and as contact for administrative matters
(management officer):

Name:

Address (if different):

Tel:

Fax:

Mail:

...

[Attachment 5]: List of potential assignees

Name of the Party	
Potential Assignee #1	
Legal Name	
Legal Address	

Name of the Party	
Potential Assignee #2	
Legal Name	
Legal Address	

Name of the Party	
Potential Assignee #3	
Legal Name	
Legal Address	

[Attachment 6]: Agreement for the loan of material or equipment

Simple Letter Agreement for the Loan of Materials or equipment

In response to the RECIPIENT Party s request dated [_____] for the MATERIAL or EQUIPMENT [insert description] . . .(the “MATERIAL”) The PROVIDER Party asks that the RECIPIENT Party agree to the following before delivering the MATERIAL to the RECIPIENT Party :

The MATERIAL is and always remains the property of the PROVIDER Party and is made available in the frame of the [name of the Project] project for the sole performance of the RECIPIENT Party’s tasks.
THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

The MATERIAL shall always remain in the RECIPIENT Party’s premises [_____] for the duration of the loan and will not be further provided to others without the PROVIDER Party’s written consent.

The RECEIPT Party shall refer any request for the MATERIAL to the PROVIDER Party

Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties.

THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

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

The MATERIAL is provided at no cost.
(Need to address (transportation costs, export authorization, risk transfer INCOTERMS) duration of the custody)

The PROVIDER Party, RECIPIENT Party must both sign 2 copies of this letter and each keeps one signed copy for their record

The PROVIDER Party will then send the MATERIAL.

PROVIDER Party INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:
Provider Organisation:
Address:
Name of Authorised Official:
Title of Authorized Official:

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

Signature of Authorized Official and Date ...

RECIPIENT Party INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:

Provider Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date:

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

Signature of Recipient... and Date ...

[Attachment 7]: Initial Consortium Plan

[Attachment 8]: List of Linked Third Parties in accordance with the Grant Agreement

Name of the Party	
Linked Third Party #1	
Legal Name	
Legal Address	

Name of the Party	
Linked Third Party #2	
Legal Name	
Legal Address	

Name of the Party	
Linked Third Party #3	
Legal Name	
Legal Address	

[Attachment 9]: Consortium Programme

[Attachment 10]: Rules of Procedure of the Steering Committee