

## SEVENTH FRAMEWORK PROGRAMME

### NuPNET ERANET for Nuclear Physics Infrastructures

<b>“Consortium Agreement”</b>
-------------------------------

**Project acronym:** NuPNET

**Project title:** ERA-NET for Nuclear Physics Infrastructures

**Project no.:** 202914

(Latest) Revision: v6  
Date of revision: May 5, 2009

NuPNET\_CA\_2008-06-13

Project No.: 202914  
**Project Acronym:** NuPNET  
Project Title: ERA-NET for Nuclear Physics Infrastructures

**Document Number:** NuPNET\_CA\_2008-06-13  
**Title:** Consortium Agreement  
Work Package: WP1  
Task: 1.1  
Task Title: Overall Management of NuPNET  
Task Leader: CNRS/IN2P3

Organisation name(s) of lead contractor for this document:  
CNRS/IN2P3 – Centre National de la Recherche Scientifique

Prepared by: CNRS/IN2P3: Dorothee Peitzmann  
Viewed by: NuPNET Co-ordinator: Sydney Galès  
Proposed by: NuPNET Co-ordination Committee  
Approved by: NuPNET Governing Council  
Nature: Agreement  
Date of Approval: June 13, 2008 – via email  
Approval confirmed at the Governing Council meeting (GC1) on Oct. 13, 2008  
Approved Version: v2  
  
Redrafted v2: Due to changes of the names of some member institutions and of authorised representatives.  
Final Version: v6 (hereafter)  
Final Date of revision: May 5, 2009

**Table of Contents**

<i>Table of Contents</i>	3
<i>Section 1: Definitions</i>	6
1.1 Definitions	6
1.2 Additional Definitions	6
<i>Section 2: Purpose</i>	7
<i>Section 3: Entry into force, duration and termination</i>	7
3.1 Entry into force	7
3.2 Duration and termination	7
3.3 Survival of rights and obligations	7
<i>Section 4: Responsibilities of Parties</i>	8
4.1 General principles	8
4.2 Breach	8
4.3 Involvement of third parties	8
<i>Section 5: Liability towards each other</i>	8
5.1 No warranties	8
5.2 Limitations of contractual liability	9
5.3 Damage caused to third parties	9
5.4 Force Majeure	9
<i>Section 6: Governance structure</i>	9
6.1 General structure	9
6.2 Members of the Governing Council	10
6.3 Operational procedures for the Governing Council	10
6.3.1 Representation in meetings	10
6.3.2 Preparation and organisation of meetings	10
6.3.3 Voting rules and quorum	11
6.3.4 Minutes of meetings	11
6.3.5 Decisions of the Governing Council	11
6.4 Co-ordinator	12
6.5 Co-ordination Committee	13
<i>Section 7: Financial provisions</i>	13
7.1 General Principles	13
7.1.1 Distribution of the Financial Contribution	13
7.1.2 Justifying Costs	13
7.1.3 Funding Principles	13

7.1.4 Financial Consequences for a leaving Party	13
7.2 Budgeting	14
7.3 Payments	14
<i>Section 8: Possible Foreground and Access Rights</i>	14
<i>Section 9: Non-disclosure of information</i>	14
<i>Section 10: Miscellaneous</i>	16
10.1 Attachments, inconsistencies and severability	16
10.2 No representation, partnership or agency	16
10.3 Notices and other communication	16
10.4 Assignment and amendments	16
10.5 Mandatory statutory law	17
10.6 Language	17
10.7 Applicable law	17
10.8 Settlement of disputes	17
<i>Section 11: Signatures</i>	18
<i>Section 11: Signatures</i>	19
<i>Section 11: Signatures</i>	20
<i>Section 11: Signatures</i>	21
<i>Section 11: Signatures</i>	22
<i>Section 11: Signatures</i>	23
<i>Section 11: Signatures</i>	24
<i>Section 11: Signatures</i>	25
<i>Section 11: Signatures</i>	26
<i>Section 11: Signatures</i>	27
<i>Section 11: Signatures</i>	28
<i>Section 11: Signatures</i>	29
<i>Section 11: Signatures</i>	30
<i>Section 11: Signatures</i>	31
<i>Section 11: Signatures</i>	32
<i>Section 11: Signatures</i>	33
<i>Section 11: Signatures</i>	34
<i>Section 11: Signatures</i>	35
<i>[Attachment 1: Accession document]</i>	36
ACCESSION	36
<i>[Attachment 2: Declaration of involvement as an "Associate"]</i>	36

**THIS CONSORTIUM AGREEMENT is based upon**

REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the EC Grant Agreement, adopted on 10 April 2007 hereinafter referred to as the Grant Agreement and Annex II adopted on 10 April 2007 hereinafter referred to as Annex II of the Grant Agreement and is made on 1 March 2008, hereinafter referred to as “Effective Date”

BETWEEN:

Centre national de la recherche scientifique (“CNRS-IN2P3”),  
the Co-ordinator,  
and

GESELLSCHAFT FÜR SCHWERIONENFORSCHUNG GMBH (“PTGSI”),  
and

BUNDESMINISTERIUM FÜR BILDUNG UND FORSCHUNG (“BMBF”),  
and

ISTITUTO NAZIONALE DI FISICA NUCLEARE (“INFN”),  
and

FUNDACION ESPAÑOLA PARA LA CIENCIA Y LA TECNOLOGIA (“FECYT”),  
and

MINISTERIO DE CIENCIA E INNOVACIÓN (“MICINN”),  
and

FONDS DE LA RECHERCHE SCIENTIFIQUE (“FNRS”),  
and

FONDS WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN (“FWO V”),  
and

INSTITUTE FOR NUCLEAR RESEARCH AND NUCLEAR ENERGY – BULGARIAN ACADEMY OF SCIENCES (“INRNE”),  
and

COMMISSARIAT A L'ENERGIE ATOMIQUE (“CEA”),  
and

NUCLEAR PHYSICS INSTITUTE - ACADEMY OF SCIENCES OF THE CZECH REPUBLIC PUBLIC RESEARCH INSTITUTION (“NPI ASCR”),  
and

HELSINGIN YLIOPISTO (“HIP”),  
and

GENERAL SECRETARIAT FOR RESEARCH AND TECHNOLOGY (“GSRT”),  
and

NATIONAL OFFICE FOR RESEARCH & TECHNOLOGY (“NKTH”),  
and

RIJKSUNIVERSITEIT GRONINGEN (“RuG”),  
and

NARODOWE CENTRUM BADAN I ROZWOJU (“NCBiR”),  
and

INSTITUTUL NATIONAL DE CERCETARE - DEZVOLTARE PENTRU FIZICA SI INGINERIE  
NUCLEARA “HORIA HULUBEI” (“IFIN-HH”),  
and

SCIENCE AND TECHNOLOGY FACILITIES COUNCIL (“STFC”),

hereinafter, jointly or individually, referred to as “Parties” or ”Party”

relating to the Project entitled:

**NuPNET, ERANET for nuclear physics infrastructures, contract number 202914,**

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a Proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of “Collaborative Project”.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant 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 Rules for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

### ***1.2 Additional Definitions***

“**Consortium Plan**” means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the Governing Council.

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

“**Defaulting Party**” means a Party which the Governing Council 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.

“**Party**” means party signing the Grant Agreement or Form A or B of accession to the Grant Agreement. All the Parties shall have the same rights and obligations under this Consortium Agreement unless expressly stated otherwise.

The term “Party” corresponds to term Beneficiary in the Grant Agreement.

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

## **Section 2: Purpose**

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

## **Section 3: Entry into force, duration and termination**

### ***3.1 Entry into force***

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

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

A new Party enters the Consortium upon signature of the Accession document [Attachment 1] by the new Party and the Co-ordinator. Such accession shall have effect from the date identified in the Accession document.

### ***3.2 Duration and termination***

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement. However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the Grant Agreement (Grant Agreement Article II.37. and II.38.).

### ***3.3 Survival of rights and obligations***

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

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

## **Section 4: Responsibilities of Parties**

### ***4.1 General principles***

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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

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

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

### ***4.2 Breach***

In the event the responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, the Co-ordinator will give written notice requiring that such breach be remedied within 30 calendar days.

If this does not occur, the Governing Council may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof as stipulated in article 6.3.5.

### ***4.3 Involvement of third parties***

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

Task 2.3 foresees to involve some third parties as "Associates". The Task Leader will define a special role and status for these "Associates", and lay down the rules for their possible participation to the Project within a limited framework to be determined in a "*Declaration of involvement as an 'Associate'*", to be signed by each Entity wishing to become associated. This declaration will be annexed, when needed, to this Consortium Agreement. Their rights and obligations will be described therein.

For the avoidance of doubt, "Associates" are third parties and shall not be considered Parties.

## **Section 5: Liability towards each other**

### ***5.1 No warranties***

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.

### ***5.2 Limitations of contractual liability***

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

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project.

The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a wilful act or gross negligence.

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

### ***5.3 Damage caused to third parties***

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

### ***5.4 Force Majeure***

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

## **Section 6: Governance structure**

### ***6.1 General structure***

The Project is supported by a governance structure composed of:

- The NuPNET Co-ordinator.
- The NuPNET Governing Council.
- The NuPNET Co-ordination Committee.
- The NuPNET Scientific Advisory Body.

All Parties are involved at a relevant level.

The Governing Council is the main decision-making body of the Consortium.

The Co-ordinator is the legal entity acting as the intermediary between the Parties and the European Commission. The Co-ordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. The Co-ordinator, together with the Co-ordination Manager, shall ensure the overall management of the Project.

The Co-ordination Committee implements the decisions taken by the Governing Council and supports the Co-ordinator.

NuPECC, the Scientific Advisory Body, shall advise NuPNET on scientific issues and inform the Governing Council of the view of the scientific community.

## ***6.2 Members of the Governing Council***

The Governing Council shall consist of:

- one representative of each Party (hereinafter “regular Member”);
- the ex officio members (the Co-ordination Manager; NuPNET's Contact Person at NuPECC).

Public bodies interested in joining NuPNET may be invited to attend a meeting of the Governing Council.

Regular Members of the Governing Council commit to ensure a permanent liaison with their national decision makers, also at the ministry level, when they are not directly working at the ministry level.

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

The Governing Council shall elect the Chairperson among its regular Members for a period of 18 months. The Chairperson shall chair all meetings of the Governing Council during that period, unless decided otherwise by the Governing Council.

The Parties agree to abide by all decisions of the Governing Council.

This does not prevent the Parties from submitting a dispute to resolution in accordance with the provisions of settlement of disputes in Article 10.8 of this Consortium Agreement.

## ***6.3 Operational procedures for the Governing Council***

### ***6.3.1 Representation in meetings***

Any regular Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting; and
- shall participate in a cooperative manner in the meetings.

### ***6.3.2 Preparation and organisation of meetings***

#### Convening meetings:

On behalf of the Chairperson, the Co-ordinator shall convene ordinary meetings of the Governing Council at least twice in the Project duration and shall also convene extraordinary meetings at any time upon written request of any regular Member.

#### Notice of a meeting:

On behalf of the Chairperson, the Co-ordinator shall give notice in writing of a meeting to each regular Member and ex officio member as soon as possible and within at least 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

#### Sending the agenda:

The Co-ordinator shall send each regular Member and ex officio member a written original agenda within at least 14 calendar days preceding the meeting.

#### Adding agenda items:

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

Any regular Member may add an item to the original agenda by written notification to the Co-ordinator who will inform all of the other regular Members within at least 7 calendar days preceding the meeting.

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

Any decision may also be taken without a meeting by circulating to all regular Members a written document which is then signed by the defined majority of regular Members (see Article 6.3.3 of this Consortium Agreement) and sent back to the Co-ordinator either by (express) mail or by email. If by email, the regular Members shall send a scanned version of the signed document by email and the original by post.

Decisions may only be executed once the relevant part of the Minutes is accepted according to Article 6.3.4 of this Consortium Agreement.

***6.3.3 Voting rules and quorum***

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

Beneficiaries leading one of the 4 Work Packages will have 2 votes each; all other beneficiaries shall have 1 vote each. The total of votes thus amounts to 22 votes (i.e. 4 WP-leading beneficiaries = 8 votes; 14 beneficiaries = 14 votes).

Defaulting Party Members may not vote.

Decisions shall be taken by a majority of two-thirds (2/3) of the votes, that is to say, with at least 15 votes.

***6.3.4 Minutes of meetings***

The Co-ordinator shall produce written Minutes of eac

- Entry of a new Party to the Consortium and approval of the settlement on the modalities and conditions of the accession of such a new Party.
- Withdrawal of a Party from the Consortium and the approval of the settlement on the modalities and conditions of the withdrawal.
- Declaration of a Party to be a Defaulting Party.
- Corrective measures to be required from a Defaulting Party.
- Acceptance of measures taken by a Defaulting Party and the rehabilitation of a Defaulting Party as a normal Party.
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Co-ordinator.
- Suspension of all or part of the Project.
- Termination of the Project and/or the Consortium Agreement.

Appointments:

- Agree on the Work Package leaders, upon a proposal by the institution leading the WP.
- Agree on the members of the Co-ordination Committee, upon a proposal by the Co-ordinator.

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

**6.4 Co-ordinator**

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

In particular, the Co-ordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of members and other contact persons updated and available;
- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certifications) to the European Commission;
- preparing the meetings, proposing decisions and preparing the agenda of Governing Council meetings, preparing the Minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to the Parties;
- administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Co-ordinator when such copies or originals are necessary for the Parties to present claims;
- ensuring the liaison between all NuPNET partners and the Commission, inter alia request for amendments;
- submitting required reports, such as Financial Statements;
- overlooking the work of the Co-ordination Committee and the implementation of the Governing Council decisions;
- representing the ERA-Net to the public, i.e. being NuPNET's spokesperson.

If the Co-ordinator fails in its co-ordination tasks, the Governing Council may propose to the European Commission to change the Co-ordinator.

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

### ***6.5 Co-ordination Committee***

The Co-ordination Committee shall be appointed by the Governing Council and implement the decisions taken by the Governing Council.

## **Section 7: Financial provisions**

### ***7.1 General Principles***

#### ***7.1.1 Distribution of the Financial Contribution***

The financial contribution of the European Commission to the Project shall be distributed by the Co-ordinator according to:

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

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

Each Party must provide the Co-ordinator with the relevant bank details, and is responsible for delivering accurate and up-to-date data.

#### ***7.1.2 Justifying Costs***

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

All Beneficiaries shall provide the Co-ordinator with their periodic financial reports in due time and in the required form, as any other Deliverable.

Moreover, and for management purposes, the Co-ordinator will collect from each Beneficiary internal cost statements at Month 9 and at Month 27 to ensure the proper follow up of the expenses. Each beneficiary commits to provide the data in the format required by and within the delay fixed by the Co-ordinator. Each Beneficiary shall ensure to provide the most reliable information possible. Such internal statements are not signed and not meant to be communicated to the European Commission.

#### ***7.1.3 Funding Principles***

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

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

#### ***7.1.4 Financial Consequences for a leaving Party***

A Party leaving the Consortium shall refund all advances paid to it except the amount of expended eligible costs accepted by the European Commission.

Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Parties in order to perform its and their tasks.

### **7.2 Budgeting**

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

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

### **7.3 Payments**

Payments to Parties are the exclusive tasks of the Co-ordinator.

In particular, the Co-ordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references,
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts.

All payments shall be made without undue delay by the Co-ordinator after receipt of funds from the European Commission in accordance with the accepted decisions of the Governing Council on the Consortium Budget, which includes the payment schedule.

Payments to Parties will be handled according to the following two kinds of modalities:

- payments for past performance approved by the European Commission will be compared with the advance payment given to a Party for such past performance; the difference will be balanced directly with the Party concerned;
- financing in respect of future work included in the Consortium Plan, which may be forwarded to Parties in separate instalments in conformity with the decisions of the Governing Council or the proposals made by the Co-ordination Committee.

The Co-ordinator is entitled to withhold any advances either due to a Defaulting Party or to a Beneficiary not being a Party.

The Co-ordinator is entitled to recover any advances already paid to a Defaulting Party.

## **Section 8: Possible Foreground and Access Rights**

For the avoidance of doubt, the Project being a Co-ordination and Support Action does not include Research and Development Activities. Therefore the Section 8 does not provide complementary provisions to those of the Grant Agreement concerning Foreground. The Parties involved in future projects linked to the Project, but not part of it, will set their own rules regarding intellectual property, Access Rights or any issue not treated within the Project and this Consortium Agreement.

All Background of each Party is excluded from the obligation to grant any Access Rights, unless the concerned Parties agree otherwise in a separate agreement.

Regarding possible Foreground, Grant Agreement Article II.26. - Article II.29. shall apply.

## **Section 9: 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 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 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all documents and records containing Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof. For this purpose, the term documents shall also include floppy disks and every other kind of data carriers. In the event of data carriers incapable of being surrendered, such as hard disks etc. the relevant data relating to Confidential Information shall be deleted or otherwise destroyed. At the request of the Disclosing Party the Recipient shall confirm in writing without undue delay that all documents and records relating to Confidential Information have been returned or, as the case may be, deleted or destroyed in accordance with the obligations stipulated above.

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 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 with the diligence of a prudent businessman.

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

## **Section 10: Miscellaneous**

### ***10.1 Attachments, inconsistencies and severability***

This Consortium Agreement consists of this body text and

[Attachment 1 (Accession document)]

[Attachment 2 (Declaration of involvement as an “Associate”)] to be added (Task 2.3 of WP2).

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

### ***10.2 No representation, partnership or agency***

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

### ***10.3 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 Co-ordinator based on the initial list of members (based on the Grant Agreement Preparation Forms).

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 authorised representative of a Party and shall either be served personally or sent by (express) mail with recorded delivery or transmitted by telefax or email with acknowledgement of receipt.

Other communication:

Other communication between the Parties may also be effected by other means such as email with acknowledgement of receipt (e.g. Minutes).

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

### ***10.4 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 require a separate agreement between all Parties, unless otherwise agreed in the Governing Council.

***10.5 Mandatory statutory law***

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

***10.6 Language***

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

***10.7 Applicable law***

This Consortium Agreement and all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of [Belgium].

***10.8 Settlement of disputes***

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

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

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

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

**Section 11: Signatures**

AS WITNESS:

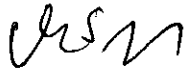
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(1) Centre national de la recherche scientifique (“CNRS-IN2P3”)

Date: 8 Dec. 2008

Prof. Michel Spiro  
Director of IN2P3

Signature(s):



Stamp of the organisation:



**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

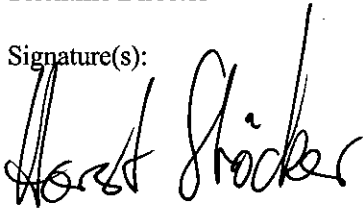
(2) GESELLSCHAFT FÜR SCHWERIONENFORSCHUNG GMBH (“PTGSI”)

Date:

Prof. Horst Stöcker  
Scientific Director

Dr. Johannes Heilmann  
Head of Controlling Dept.

Signature(s):



Stamp of the organisation:

- 2. Dez. 2008



**Section 11: Signatures**

AS WITNESS:

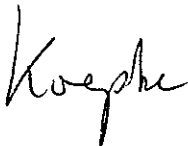
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(3) BUNDESMINISTERIUM FÜR BILDUNG UND FORSCHUNG (“BMBF”)

Date: 8.12.08

Dr. Rainer Koepke  
Head of Division “Basic Scientific Research”

Signature(s):

A handwritten signature in black ink, appearing to read 'Koepke', written in a cursive style.

Stamp of the organisation:

Bundesministerium  
für Bildung und Forschung  
53170 Bonn

**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(4) ISTITUTO NAZIONALE DI FISICA NUCLEARE (“INFN”)

Date:

Prof. Roberto Petronzio  
President

Signature(s):



Stamp of the organisation:



**Section 11: Signatures**

AS WITNESS:

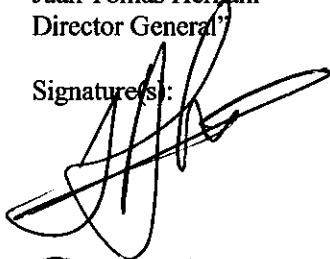
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(5) FUNDACION ESPAÑOLA PARA LA CIENCIA Y LA TECNOLOGIA (“FECYT”)

Date:

Juan Tomás Hernani  
Director General

Signature(s):



**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

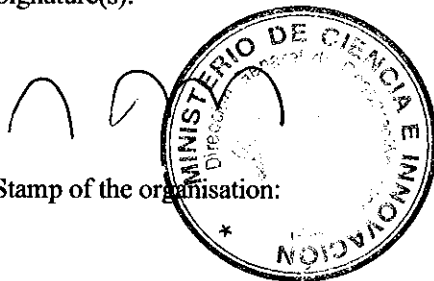
(6) MINISTERIO DE CIENCIA E INNOVACIÓN (“MICINN”)

Date: 30 MAR. 2009

Dr. Montserrat Torné  
Director General for International Cooperation

Signature(s):

Stamp of the organisation:

A handwritten signature in black ink is written over a circular official stamp. The stamp contains the text "MINISTERIO DE CIENCIA E INNOVACIÓN" around the perimeter and "Dirección General de Cooperación Internacional" in the center. A small star is visible at the bottom of the stamp.

**Section 11: Signatures**

AS WITNESS:

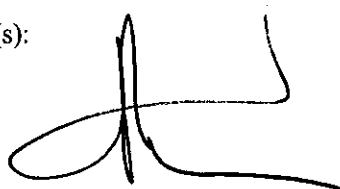
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(7) FONDS DE LA RECHERCHE SCIENTIFIQUE - FNRS ("F.R.S.-FNRS").

Date: 6th May 2009

Dr. Véronique Halloin  
Secretary General

Signature(s):



Stamp of the organisation:



**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

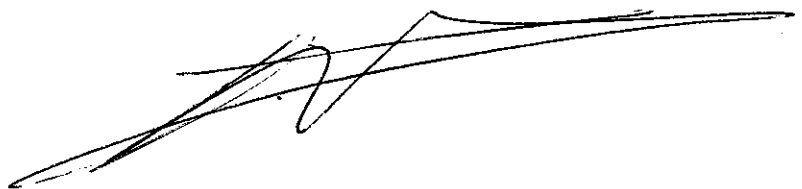
**(8) FONDS WETENSCHAPPELIJK ONDERZOEK-VLAANDEREN (“FWO V”)**

Date: *22 april 2008*

Dr. Elisabeth Monard  
Secretary General

Dr. Benno Hinnekint  
Director

Signature(s):



Stamp of the organisation:



**Section 11: Signatures**

**AS WITNESS:**

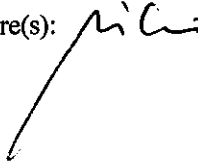
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

**(9) INSTITUTE FOR NUCLEAR RESEARCH AND NUCLEAR ENERGY - BULGARIAN ACADEMY OF SCIENCES (“INRNE”)**

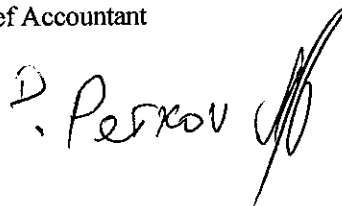
Date:

Prof. Jordan Stamenov  
Director

Signature(s):



Petio Petkov  
Chief Accountant



Stamp of the organisation:

**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(10) COMMISSARIAT A L'ENERGIE ATOMIQUE (“CEA”)

Date: 07 NOV. 2008

Dr. Yves Caristan  
Director of DSM

Dr. Jean-Paul Duraud  
Deputy-Director of DSM.

Signature(s):

Stamp of the organisation:



**Section 11: Signatures**

AS WITNESS:

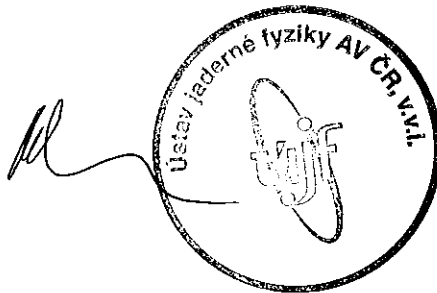
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

**(11) NUCLEAR PHYSICS INSTITUTE - ACADEMY OF SCIENCES OF THE CZECH REPUBLIC PUBLIC RESEARCH INSTITUTION (“NPI ASCR”)**

Date:

Dr. Jan Dobes  
Director

Signature(s):



Stamp of the organisation:

**Section 11: Signatures**

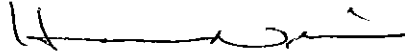
AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(12) HELSINGIN YLIOPISTO (“HIP”)

Date: 6.11.2008

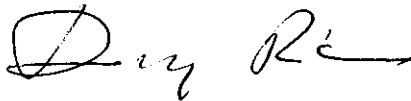
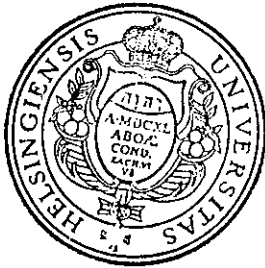
Prof. Marja Makarow  
Vice-Rector



Prof. Hannele Niemi  
Vice-Rector

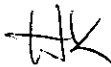
Signature(s):

Stamp of the organisation:



**Dan-Olof Riska**  
09-191 50520

**DIRECTOR**  
**HELSINKI INSTITUTE**  
**OF PHYSICS**



**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(13) GENERAL SECRETARIAT FOR RESEARCH AND TECHNOLOGY (“GSRT”)

Date: 09/06/2009

Prof. Philippos G. Tsalidis  
General Secretary (Head of GSRT)



**Section 11: Signatures**

AS WITNESS:

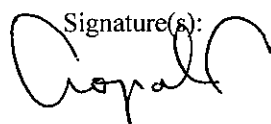
The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

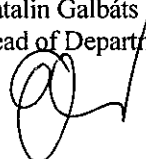
(14) NATIONAL OFFICE FOR RESEARCH & TECHNOLOGY (“NKTH”)

Date: May 19, 2009

Dr. Gyula Csopaki  
President

Katalin Galbáts  
Head of Department

Signature(s):  




Stamp of the organisation:



**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(15) RIJKSUNIVERSITEIT GRONINGEN (“RuG”)

Date: 19 NOV 2008

Prof. Dr. Sibrandes Poppema  
Chairman of the College van Bestuur



Signature(s):



Stamp of the organisation:



**rijksuniversiteit  
 groningen**

Postbus 72  
9700 AB GRONINGEN

**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(16) NARODOWE CENTRUM BADAN I ROZWOJU (“NCBiR”)

Date: 5/11/2008

Prof. Bogusław Smólski  
Director

Leszek Grabarczyk  
Vice-Director

Signature(s):



Stamp of the organisation:

NARODOWE CENTRUM  
BADAŃ I ROZWOJU  
00-546 Warszawa, ul. Ks. I. Jana Skorupki 4  
REGON 141032404, NIP 7010073777  
(1)

**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.

(17) INSTITUTUL NATIONAL DE CERCETARE - DEZVOLTARE PENTRU FIZICA SI INGINERIE NUCLEARA "HORIA HULUBEI" ("IFIN-HH"),

Date:

Dr. Nicolae Victor Zamfir  
Director General

Signature(s):



Stamp of the organisation:

"HORIA HULUBEI" NATIONAL INSTITUTE  
FOR PHYSICS AND NUCLEAR ENGINEERING  
IFIN - HH Bucharest

**Section 11: Signatures**

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representative(s) in separate signature pages the day and year first above written.


(18) SCIENCE AND TECHNOLOGY FACILITIES COUNCIL (“STFC”)

Date: 05 NOVEMBER 2008

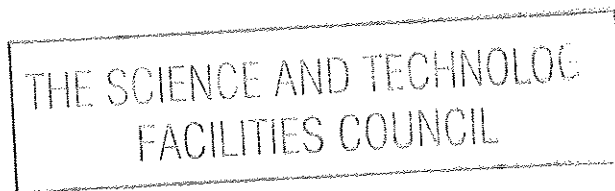
Gary P. Robbins  
Head of Commercial Management

Gillian Carr  
Procurement and Sales  
Operations Business Resources

Signature(s):



Stamp of the organisation:



**[Attachment 1: Accession document]**

**ACCESSION**

of a new Party to

NuPNET 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 CO-ORDINATOR AS IDENTIFIED IN THE GRANT AGREEMENT]

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE CO-ORDINATOR]

Signature(s)

Name(s)

Title(s)

**[Attachment 2: Declaration of involvement as an "Associate"]**

To be added.