



CONSORTIUM AGREEMENT

Project Full title: Sustainable Manufacturing Adaptive Services with Cloud Architectures for Enterprises -

Project Acronym: SMARTER

Coordinator: Coventry University

**This agreement is based on the *DESCA* simplified FP7 Model Consortium Agreement
(www.DESCA-FP7.eu)**

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007 Version 6 adopted on 24 January 2011, hereinafter referred to as Annex II of the EC-GA, and is made on the date of the last signature on this Agreement, hereinafter referred to as "Effective Date".

BETWEEN:

Coventry University, a Higher Education corporation established in Priory Street, Coventry CV1 5FB, UNITED KINGDOM ("COVUNI")

- the Coordinator –

- KUNGLIGA TEKNISKA HOEGSKOLAN, reg.no. 202100-3054, Brinellvägen 8, SE 100 44 Stockholm
Sweden ("KTH")
- CENTRE CIM FUNDACIO PRIVADA, 12 Llorens i Artigas , Barcelona, 08028
Spain ("CIM")
- HOGSKOLAN I SKOVDE, HOGSKOLEVAGEN 1 , SKOVDE, 54 128
Sweden ("HIS")
- INENCO GROUP LIMITED, St Andrews Road North , Lytham St Annes Lancashire, FY8 2NF
United Kingdom (" NIFES")
- SWEGON, Box 300 Number , 14 Frejgatan , Kvänum, 53523
Sweden ("SWEGON")
- FREIGHT OPERATORS COMMERCIAL ACCESS LINK (FOCAL) LIMITED
Brewster's Corner, Pendicke Street , Southam, Warwickshire, CV47 1PN
United Kingdom ("FOCAL")
- FORMTEC Engineering Services GmbH, 26 HIESFELDER STRASSE, ToBOTTROP,
46244
Germany ("FT")

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

relating to the Project entitled,

Sustainable Manufacturing Adaptive Services with Cloud Architectures for Enterprises

in short,

“SMARTER”

hereinafter referred to as “Project”.

WHEREAS:

The Parties, having considerable experience in the field concerned, have been successful in obtaining a "Marie Curie Support for Training and Career Development of Researchers" Contract No. 610675 ("the Grant Agreement") with the European Commission, as part of the Seventh Research and Technological Development Framework Programme, for a project called "SMARTER" ("the Project") 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 the EC Grant Agreement.

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

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.eu with the addition of specific provisions related to the exchange of staff under the Industry-Academia Partnerships and Pathways ("IAPP").

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 Management Board .

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

“Defaulting Party”

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

“Host Party” means the party at which a Researcher is re-located to under the terms of this Agreement.

“Needed” means:

For the implementation of the Project:

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

For Use of own Foreground:

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

“Project Review” means a meeting held pursuant to Article 7- Special clauses of the EC-GA.

“Researcher” means an employee of a Party whom will re-locate to a Host Party under the terms of this 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, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

A new Party enters the Consortium upon signature of the accession document in Attachment 3 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the EC-GA and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the EC-GA (Article II.37. and II.38.).

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Parties

4.1 General principles and obligations of the Host Party

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

Each Party agrees to host the Researcher during the time period as set out in the Consortium Plan for each specific Party in order to facilitate the staff exchange and the Project outcomes envisaged in respect of the Project.

While at the Host Party, the person designated to supervise the staff exchange activities during the staff exchange period shall be notified to the employer of the Researcher and where possible shall be a member of the Management Board or a Work Package Leader at the Host Party.

Each Party shall permit access by the Researcher on a royalty-free basis to such facilities and material as may be deemed reasonably necessary by the Host Party in order to enable the Researcher to undertake the Project at the Host Party during the Host Period.

Each Party shall use all reasonable endeavours to ensure that the hosted Researcher complies at all times with relevant health and safety procedures and with any applicable health and safety legislation or codes of practice.

Each Party shall provide the Researcher with any appropriate personal protective equipment and use all reasonable endeavours to ensure that such equipment is used or worn at all relevant times by the Researcher.

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

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

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

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the

Coordinator or the Party appointed by the Management Board if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

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

4.3 Involvement of third parties

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

Section 5: Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

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

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

The above limitations shall also apply with regards to damages caused by employees to a Party.

The Parties undertake to make no claim (apart from claims based on fraud or wilful misconduct) in connection with this Agreement or its subject matter against an employee or a student of a Party. This undertaking is intended to give protection to individuals: it does not prejudice any right which the Parties may have to claim against each other .

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. 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 organisational structure of the *Consortium* shall comprise the following:

The **Management Board** as the supervisory body for the execution of the *Project* and the ultimate decision-making body of the *Consortium*;

The **Coordinator** as the intermediary between the *Parties* and the *European Commission*;

The **Dissemination Manager** to lead and co-ordinate the dissemination activities;

The **Management Support Team** to assist the Management Board, Management Board and the Coordinator.

The *Management Board* becomes operational on the *Effective Date*.

Management Board

6.2 General operational procedures for the *Management Board*

6.2.1 Representation in meetings

Any member of the *Management Board*:

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

After having informed the chairperson of the *Management Board* in writing, each *Party* shall have the right to replace its representative and/or, in duly justified cases, to grant a power of attorney to another member to represent them as their proxies, with a limit of one (1) proxy per member although it shall use all reasonable endeavours to maintain the continuity of its representation.

Any expert or qualified person may be invited by the Chairperson to attend the meetings with a role of adviser providing this is in the general interest of the *Project* and related to the items in agenda.

The requests of participation of third *Parties* will have to be communicated to each *Management Board* member, as soon as possible and within the time limit set in Article 6.2.2 for the notice of a meeting.

A member may object within three days upon receipt of written notice.

6.2.2 Preparation and organisation of meetings

Convening meetings:

The chairperson of the *Management Board* shall be a representative of COVUNI and shall convene meetings of the *Management Board*. There are two types of meeting for the *Management Board*.

Ordinary meeting: to be held at six-monthly intervals and at least two times each year.

Extraordinary meeting: to be called at any time upon written request to the Chairperson of the *Management Board* or 1/3 of the members of the *Management Board* .

Notice of a meeting:

The chairperson of the *Management Board* shall give notice in writing of a meeting to each member of that *Management Board* as soon as possible and within the minimum number of days preceding the meeting.

Ordinary meeting: 45 calendar days

Extraordinary meeting: 15 calendar days

Sending the agenda:

The chairperson of the *Management Board* shall prepare and send each member a written (original) agenda within 21 calendar days preceding the meeting.

Adding agenda items:

Any agenda item requiring a decision by the members of *Management Board* must be identified as such on the agenda.

Any member of *Management Board* may add an item to the original agenda by written notification to all of the other members of *Management Board* within 14 calendar days preceding the meeting.

During a meeting the members of *Management Board* present or represented can unanimously agree to add a new item to the original agenda.

Meetings of *Management Board* can also be held by teleconference or other telecommunication means.

Decisions may also be taken without a meeting by circulating to all members of the *Management Board* a written document which has to be signed by all members, even by electronic means, in compliance with the voting rules set out in Article 6.2.3 of this *Consortium Agreement*.

Such procedure shall be adopted in the following exceptional cases:

- the *Management Board* cannot be convened in due time following the procedures described above;
- urgent matters require that decision must be taken without delay;

In any case, any Party can object to this procedure if it can justify its interest is damaged by adopting it.

Decisions may only be executed once the Minutes have been accepted according to Article 6.2.5.

6.2.3 Voting rules and quorum

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

Each member of the *Management Board* present or represented in the meeting shall have one vote. *Defaulting Party* members may not vote.

Decisions shall be taken by a majority of two-thirds (2/3) of the votes of the members present or represented excluding the *Management Board* decisions in Article 6.3.1.2 a), b), g), h, d) to f) and any evolution to the *Consortium* for which decisions shall be taken unanimously.

In case of exercise of veto, the *Management Board* may make a decision by simple majority of votes present (personally or by proxy). If outcome of voting is inconclusive (i.e. the same number of votes for and against) the decision will be delayed for up to 5 working days, in order to seek the vote of partners not present at the meeting. If the result is still inconclusive the *Coordinator* has a casting vote.

6.2.4 Veto rights

A *Party* which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other *Legitimate interests* would be severely affected by a decision of the *Management Board* may exercise a veto with respect to the corresponding decision or relevant part of the decision.

When the decision is foreseen on the original agenda, a *Party* may veto such a decision during the meeting only.

When a decision has been taken on a new item added to the agenda before or during the meeting, a *Party* may veto such decision during the meeting and within 15 days after the Minutes of the meeting are sent.

In case of exercise of veto, the members of the *Management Board* shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its members subject to Clause 6.2.3.

A *Party* may not veto decisions relating to its identification as a *Defaulting Party*. The *Defaulting Party* may not veto decisions relating to its participation and termination in the *Consortium* or the consequences of them.

A *Party* requesting to leave the *Consortium* may not veto decisions relating thereto.

6.2.5 Minutes of meetings

The chairperson of the *Management Board* shall produce written Minutes of each meeting which shall be the formal record of all decisions taken and shall send the draft to all of its members within 10 calendar days of the meeting.

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

The accepted Minutes shall be sent to all of the members of the *Management Board* and the *Coordinator*, who shall safeguard them. If requested the *Coordinator* shall provide authenticated duplicates to *Parties*.

6.3 Specific operational procedures for the *Management Board*

6.3.1 In addition to the rules described in Article 6.2, the following rules apply:

6.3.1.1 Members

The Management Board shall consist of one authorised representative of each *Party* (hereinafter Management Board Member).

Each Management Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.1.2 of this *Consortium Agreement*.

The Management Board appointed members (1st Representative) and substitutes if any (2nd Representative) are listed in the Attachment 4 of this *Consortium Agreement*.

Any change will have to be notified in writing by the concerned *Party* to the *Coordinator*.

The *Coordinator* shall chair all meetings of the Management Board, unless decided otherwise in a meeting of the Management Board.

The *Parties* agree to abide by all decisions of the Management Board.

This does not prevent the *Parties* from submitting a dispute for resolution in accordance with the provisions of Settlement of disputes in Article 11.8.

6.3.1.2 Decisions

The Management Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein save for mater set out below where decisions will be taken with input from the Work Package Leaders.

The following decisions shall be taken by the Management Board:

Content, finances and intellectual property rights

- (a) Proposals for changes the terms of the signed *Grant Agreement* to be agreed by the *European Commission* and/or this *Consortium Agreement*
- (b) Changes to the Annex I of the *Grant Agreement* including major changes in work, termination, creation, or reallocation of tasks, and the allocation of *Consortium Budget* among the *Parties*
- (c) Withdrawals from Attachment 1 (*Background* included)
- (d) Additions to Attachment 2 (*Background* excluded)
- (e) Changes to Attachment 6 (Listed Affiliated Entities)
- (f) Changes to Attachment 7 (List of Third *Parties*)

Evolution of the *Consortium*

- (g) 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*
- (h) Withdrawal of a *Party* from the *Consortium* and the approval of the settlement on the modalities and conditions of the withdrawal
- (i) Declaration of a *Party* to be a *Defaulting Party*
- (j) Actions to be taken against a *Defaulting Party*, including Corrective measures and remedies to be required from a *Defaulting Party*, within the limits specified in Article 5.2 of this *Consortium Agreement*
- (k) Termination of a *Defaulting Party's* participation in the *Consortium* and measures relating thereto
- (l) Proposal to the *European Commission* for a change of the *Coordinator*
- (m) Suspension of all or part of the *Project*
- (n) Termination of the *Project* and/or the *Consortium Agreement*
- (o) Appointments on the basis of Annex I, addition or replacement if necessary of Management Board Members.

6.3.2 Management Board Tasks

In addition to the rules in Article 6.2, the following rules shall apply to the Management Board:

6.3.2.3 Tasks

The Management Board shall prepare the meetings, propose decisions and prepare the agenda of the Management Board meetings according to Article 6.3.1.2.

The Management Board shall be responsible for the proper execution and implementation of Management Board decisions.

The Management Board shall monitor the effective and efficient implementation of the *Project*, to assess the compliance of the *Project* with the Annex I of the *Grant Agreement* and, if necessary, propose modifications to the Description of Work.

The Management Board shall:

- initiate, coordinate and have organised the Work Package(s)
- support the *Coordinator* in verifying the *Project Reports*, preparing related data and deliverables, monitoring the compliance by the Parties with their Grant Agreement obligations and in preparing meetings with the *European Commission*
- prepare the content and timing of press releases and joint publications by the *Consortium* or proposed by the *European Commission* in respect of the procedures of the *Grant Agreement* Article II 30.3
- in case of withdrawal by the *Coordinator* or a Management Board member prepare proposals for submission to the Management Board, concerning the possible appointment of a new *Coordinator* or a new Management Board member.

In the case of abolished tasks as a result of a decision of the Management Board, the Management Board shall advise the Work Package Leaders on ways to rearrange tasks and budgets of the *Parties* concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.3 Work Package Leaders

In addition to the rules in Article 6.2, the following rules shall apply:

6.3.3.1 Work Package Leaders

Each Work Package Leader shall manage the respective Work Package, in particular with regard to:

- the timely delivery of reports and Work Package results to the Management Board and the *Coordinator*
- formulating an implementation plan for the activities within the Work Package for the future period, which can imply proposing to the Management Board changes to the Annex I of the *Grant Agreement*
- making proposals to the Management Board for the admission of new *Parties* to the *Grant Agreement* and to the *Consortium Agreement* in order for said new *Parties* to participate in the Work Package
- alerting the Management Board and the *Coordinator* in case of delay in the performance of the Work Package or in case of breach of responsibilities of any *Party* under said Work Package
- analysing and documenting, at the request of the Management Board, a presumed breach of responsibilities of a *Party* under the Work Package and preparing a proposal of remedies to the Management Board
- deciding upon any exchange of tasks and related budgets between the *Parties* in a Work Package when such exchange has no impact beyond the scope of the Work Package and its budget.

6.4 Coordinator

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

In particular, the *Coordinator* shall be responsible for:

- monitoring compliance by the *Parties* with their obligations
- keeping the address list of members and other contact persons updated and available
- collecting, reviewing and submitting information on the progress of the *Project*, the *Project Reports* and other deliverables (including financial statements and related certifications)
- address the *Project Reports* and deliverables to the European *Commission*, after prior validation by the Executive Committee
- transmitting documents and information connected with the *Project*, including copies of Accession documents and changes of contact information to and between any *Parties* concerned
- chairing and organising Management Board and Management Board meetings, taking, distributing and obtaining approval of the minutes and following-up its decisions;
- administering the *Community* financial contribution and fulfilling the financial tasks described in Article 7.3
- Providing, in the event of non-delivery or default of a *Party*, a proposed new Consortium member for approval by the Management Board
- providing, upon request, the *Parties* with official copies or originals of documents which are in the sole possession of the *Coordinator* when such copies or originals are necessary for the *Parties* to present claims.

If one or more of the *Parties* is late in submitting to the *Coordinator* their *Project Reports* required under the *Grant Agreement*, the *Coordinator* may proceed with submitting the other *Parties'* *Project Reports* to the *European Commission*.

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

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

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

6.5 Management Support Team

The Management Support Team shall be provided by the *Coordinator*. It shall facilitate the work of the Management Board, the Management Board and the *Coordinator*.

The Management Support Team shall be assisted by necessary qualified persons according to the needs of the *Project*, including internal and external experts recognised for their expertise in implementing the administrative, legal, and financial and IPR matters.

The costs incurred for Management Support Team support will be included in the *Consortium Budget* as management of the *Consortium* activities in accordance with Grant Agreement Article II.16.5.

6.6 Management Board

The *Coordinator* shall be supported in its role by a Management Board which shall comprise the *Coordinator*, a financial manager appointed by COVUNI and the dissemination manager. The financial manager is responsible for managing the financial administration, for reporting on budgets, monitoring costs declarations and answering project partner queries. The dissemination manager is responsible for coordinating the activities in the Work Packages related to dissemination and policy communication. Both shall assist and facilitate the work of the Management Board and the *Coordinator* for executing the decisions of the Management Board as well as the day-to-day management of the *Project*.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the *European Commission* to the *Project* shall be distributed by the *Coordinator* according to:

- the *Consortium Budget* as included in the *Consortium Plan* with the six (6) Cost Categories as set out in Article 7.2
- the distribution of the financing as detailed in Attachment 6, and
- the provisions of payment in Article 7.3.

A *Party* shall be funded based on claims under each Cost Category (which are either actual costs or flat rates payable in accordance with those Cost Categories) and carried out in accordance with the *Consortium Plan*.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with costs payable in accordance with each Cost Category.

A Party that spends more than its allocated share of the Consortium Budget will be funded only in respect of costs payable in accordance with each Cost Category up to an amount not exceeding that share.

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

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

7.2 Budgeting

The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.2.1 Cost Categories

The Consortium Budget is split into six separate Cost Categories which are either payable as fixed costs or actual costs expended. The Cost Categories are:

- Living allowance
- Mobility allowance
- Contribution to training expenses
- Management activities
- Contribution to overheads
- Other eligible expenses

The detail of the amount of payment under each Cost Category is contained within the Consortium Budget.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation

7.3.2

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

- Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the European Commission without undue delay and in conformity with the provisions of Annex II of the EC-GA and in accordance with the provisions for payment instalments as set out in Annex 6. Costs accepted by the European Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

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

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

Section 8: Foreground

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

8.1 Joint ownership

8.1.1 Where no joint ownership agreement has yet been concluded

- each of the joint owners shall be entitled to, use the joint Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owner(s) for internal non-commercial research and education purposes only and, and
- each of the joint owners shall be entitled to commercially Use and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - Fair and Reasonable compensation must be provided to the other joint owner(s).

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

8.2 Transfer of Foreground

8.2.1 Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 26.

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (5) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.26.2.

8.2.3 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 a decision of the Management Board.

8.2.4 The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 26.2.

8.3 Dissemination

Subject to the provisions of this Clause 8.3, the Parties hereby agree that due the nature of the Project and as set out section 3.2 of the proposal for the Project, the outcomes and results of the Project are to be published as widely as possible and the Parties will use all reasonable endeavours to ensure that dissemination and publication is not adversely affected.

8.3.1 Publication

8.3.1.1 Dissemination activities including the activities set out in the proposal submitted by the Parties for the Project which includes but is not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions. Prior notice of any planned publication shall be given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

- (a) the objecting Party's interests with regards to its own Foreground or Background may suffer disproportionately great harm by the publication; or
- (b) the publication contains Confidential Information belonging to the objecting Party.

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

8.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. However, the maximum delay of a publication shall be ninety (90) days from the date of prior notice in accordance with of this Consortium Agreement, after which consent for publication shall be deemed to have been granted except for the circumstances in Clause 8.3.2.

8.3.2 Publication of another Party's Foreground, Background or Confidential Information

For the avoidance of doubt, a Party shall not publish Foreground, Background or Confidential Information of another Party, nor shall a Party publish Foreground solely generated by another Party, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.3.4 Use of names, logos or trademarks

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

Section 9: Access Rights

9.1 Background covered

In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 2 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background except that listed in Attachment 2 shall be available for the granting of Access Rights in accordance with the provisions of this Consortium Agreement.

9.2 General Principles

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

9.2.2 As provided in the EC-GA Article II.31.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Project).

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.31.7.

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

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

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted on a Fair and Reasonable conditions. Access rights for internal, non-commercial research and education activities shall be granted on a royalty-free basis.

9.4.2 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on Fair and Reasonable conditions.

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

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the EC-GA Article II.33.3.

In addition, Affiliate Entities shall also enjoy Access Rights if they can show that:

- they hold a licence on Foreground developed by a Party they are affiliated to; and
- they Need Access Rights in order to Use such Foreground;
- they are established in a Member State or an Associated Country; and

and they are listed in Attachment 4 (Listed Affiliated Entities) to this Consortium Agreement.

Such Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement save that Access Right shall be granted on a royalty fee basis to Affiliated Entities for non-commercial academic research and teaching.

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

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

9.6 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Foreground as might be asked for by any Party, upon adequate financial conditions to be agreed. For the avoidance of doubt any grant of Access Rights not covered by the EC-GA or this Consortium Agreement shall

be at the absolute discretion of the owning Party and subject to any terms that the owning Party shall require.

9.7 Access Rights for Parties entering or leaving the Consortium

9.7.1 New Parties entering the Consortium

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

9.7.2 Parties leaving the Consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Art. 9.4.2.

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

9.8.1 The Parties will agree a Memorandum of Understanding ("MOU") specifically in relation to Software created for the project and cloud computing including website hosting and any other relevant Software including the treatment of third party open source software.

9.8.2 In the absence of the agreement of an MOU and any future written agreement based on the MOU, the general provisions for Access Rights provided for in this Section 9 will be applicable also to Software.

9.8.3 In the absence of the agreement of an MOU and any future written agreement based on the MOU, and for the avoidance of doubt, any Parties' Access Rights to Software as set out in this Agreement, 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.

9.9 Specific Provisions Commercialisation of the Project Outputs

The Parties hereby agree that the commercialisation of the Project Outputs will be subject to the agreement of the Parties as set out in the MOU.

Section 10: Non-disclosure of information

The Parties hereby acknowledge the provisions of Clause 8.3 of this Agreement in relation to Confidential Information and shall use reasonable endeavours to ensure that dissemination and publication are not adversely affected by a Party asserting its rights of confidentiality.

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

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

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

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

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with mandatory laws or regulations or with a court or administrative order, subject to the provision Art. 10.7 hereunder.

- 10.5** The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 10.6** Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 10.7** If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with mandatory 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, as far as legally possible, with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 10.8** The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)
Attachment 2 (Background excluded)
Attachment 3 (Accession document)
Attachment 4 (Listed Affiliated Entities)
Attachment 5 (List of Third Parties)

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

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

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement require a separate agreement between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The Parties agree to consider submitting any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, if mediation has been commenced, the dispute shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Brussels, Belgium. The language to be used in the arbitral proceedings shall

be English. The dispute, controversy or claim shall be decided in accordance with the laws of Belgium.

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

Section 12: Signatures

AS WITNESS:

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

Coventry University
Signature(s)

Name(s)

Title(s)

Date

Signature(s)

A handwritten signature in blue ink, appearing to read 'Per Berglund', written in a cursive style.

Signed by: Per Berglund
Vice Dean of Faculty

On behalf of: Kungliga Tekniska hoegskolan

Date *May 12th, 2014*

Signature(s)

A handwritten signature in blue ink, appearing to read 'Per Berglund', written over a horizontal line.

Signed by: Per Berglund
Vice Dean of Faculty

On behalf of: Kungliga Tekniska hoegskolan

Date *May 12th, 2014*

Signature(s)

Signed by:

Rafael Boronat Martínez

General Director

On behalf of: CENTRE CIM FUNDACIO PRIVADA

Date

Signature(s)

Signed by: Prof. Sigbritt Karlsson

Vice-chancellor of University of Skövde

On behalf of: HOGSKOLAN I SKOVDE

Date

Signature(s)

Signed by: Mr Edward Armitage
Finance Director
Inenco Group Finance

On behalf of: INENCO GROUP LIMITED

Date

Signature(s)

Signed by: Mr Tobias Bohlin
Senior Vice President
Operations

On behalf of: Swegon

Date

SMARTER Consortium Agreement, FINAL, 2014-03-03

Signature(s)

Signed by: Rod Hilditch
CEO
Sustainable Development Division

On behalf of: FREIGHT OPERATORS COMMERCIAL ACCESS LINK (FOCAL) LIMITED

Date

Attachment 2: Background excluded

Background excluded from Access Rights:

Coventry University:

- i. specifically excludes all Background that is generated outside the direct supervision of Professor Weidong Li and which is not directly related to the Project.
- ii. specifically excludes all Background that is the subject of an existing Third Party agreement.
- iii. specifically excludes any Background which is held by Coventry University but owned by a Third Party.
- iv. specifically excludes all know-how in patents and current patent applications.

Kungliga Tekniska högskolan excludes the following Background from any obligation to grant Access Rights;

- Background generated by KTH researchers not participating in the Project;
- Background generated by KTH researchers participating in the Project, but in parallel with the Project and outside the tasks described in the Description of Work;
- Background not expressly introduced into the Project;
- Any and all know-how part of existing patents and/or ongoing patent applications; and
- Background to which KTH, due to mandatory law and/or any third party rights, is unable to grant Access Rights.

FORMTEC: excludes the following Background from any obligation to grant Access Rights;

- Specifically excludes the source code to the software "NCspeed" as well as other software developed outside this project.
- Background generated by FORMTEC researchers not participating in the Project;
- Background generated by FORMTEC researchers participating in the Project, but in parallel with the Project and outside the tasks described in the Description of Work;
- Background not expressly introduced into the Project;
- Any and all know-how part of existing patents and/or ongoing patent applications; and
- Background to which FORMTEC, due to mandatory law and/or any third party rights, is unable to grant Access Rights.

University of Skövde (HiS) excludes the following Background from any obligation to grant Access Rights;

- Background generated by HiS researchers not participating in the Project;
- Background generated by HiS researchers participating in the Project, but in parallel with the Project and outside the tasks described in the Description of Work;
- Background not expressly introduced into the Project;

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- Any and all know-how part of existing patents and/or ongoing patent applications; and
- Background to which HiS, due to mandatory law and/or any third party rights, is unable to grant Access Rights.

- **FUNDACIO PRIVADA CENTRE CIM (CIM)**
- Fundacio CIM excludes the following of its respective Background:
 - Background developed by personnel, scientists, interns, associated staff or students not participating in the Project;
 - Background developed by personnel, scientists, interns, associated staff or students participating in the project which is outside the scope of the work allocated to CIM under the project as defined in Annex I Part B;
 - All know-how in patents and current patent applications;
 - Know-how which is related to the licenses given by CIM to its industrial collaborations and licenses;
 - Know-how that is covered under specific research agreements and confidentiality agreements and therefore subjected to third party rights.

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

Attachment 3: Accession document

ACCESSION

of a new Party to

SMARTER Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE EC-GA]

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

Coventry University

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]

COVENTRY UNIVERSITY
Signature(s)
Name(s)
Title(s)

Attachment 4: Listed Affiliated Entities

Coventry University Affiliated Entities are Coventry University Enterprises Ltd and Serious Games International Limited

Attachment 5: List of Third Parties

List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.

Attachment 6: Agreed Distribution of the Pre-financing

FP7 IAPP SMARTER
Project ref: E10518

Duration - no of periods: 2

Start date: 01/01/2014

End date: 31/12/2017

	amounts in EUR
Total budget - eligible costs:	1,515,296.93 as in Annex I or GPF A3.2 table
Total requested EC contribution:	1,515,296.93 as in Annex I or GPF A3.2 table
Total expected pre-financing:	984,943.00 = 65% of Total EC contribution
Contribution to Guarantee Fund:	75,764.85 = EC contribution*0,05
Pre-financing received by CO (KTH):	909,178.16 2013-12-19
Payment 1 received by CO (KTH)	
Final payment received by CO (KTH)	
Total	

Pre-financing - calculation of the distribution per partner

Partner	Total Requested EC contribution	65% of Total EC contribution	5% of total budget to guarantee fund	Amount to Transfer to Partners	Pre-Financing Transfer 1 of 43% - M1 - YEAR 1	Pre-Financing Transfer 2, 17% - M12 - YEAR 2	Report 1 - M24	Pre-Financing up to 25% - M24	15% retainer, 10% EU + 5% GF	Total paid out to partners	Remaining funds
1 COVUNI	383,659.52	249,378.69	19,182.98	230,195.71	161,137.00	69,058.71	95,914.88	57,548.93	383,659.52		
2 KTH	332,078.05	215,850.73	16,603.90	199,246.83	139,472.78	59,774.05	83,019.51	49,811.71	332,078.05		
3 CIM	90,239.91	58,655.94	4,512.00	54,143.94	37,900.76	16,243.18	22,559.98	13,535.99	90,239.91		
4 HIS	118,015.43	76,710.03	5,900.77	70,809.26	49,566.48	21,242.78	29,503.86	17,702.31	118,015.43		
5 NIFES	192,486.96	125,116.52	9,624.35	115,492.17	80,844.52	34,647.65	48,121.74	28,873.04	192,486.96		
6 SWEGON	167,678.55	108,991.05	8,383.93	100,607.13	70,424.99	30,182.14	41,919.64	25,151.78	167,678.55		
7 FOCAL	105,385.37	68,500.49	5,269.27	63,231.22	44,261.86	18,969.37	26,346.34	15,807.81	105,385.37		
8 FT	125,753.15	81,739.55	6,287.66	75,451.89	52,816.32	22,635.57	31,438.29	18,862.97	125,753.15		
9											
10											
11											
TOTAL	1,515,296.93	984,943.01	75,764.85	909,178.16	636,424.71	272,753.45	378,824.23	227,294.54	1,515,296.93		

Coordinator's distribution of payment order

Total	-
Interest earned	909,178.16
Remaining on account	

This agreement is based on the **DESCA** simplified FP7 Model Consortium Agreement

(www.DESCA-FP7.eu)

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