

Consortium Agreement

FOODINTEGRITY

“Ensuring the Integrity of the European food chain”

Project No 613688

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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) (the “**Rules for Participation**”) and the European Commission Grant Agreement adopted on 10 April 2007 and its annexes including annexe II adopted on 10 April 2007 Version 6 adopted on 24 January 2011 (“**Annexe II**”) (together the “**EC-GA**”) and is made on 2014-01-06 (the “**Effective Date**”).

BETWEEN:

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UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA, of 5 Piazzale Aldo Moro, Roma, 00185, Italy (“*beneficiary no. 38*”).

WHEREAS:

The Parties have submitted a proposal for a project for ensuring the integrity of the European food chain known as FOOD INTEGRITY (the “**Project**”) to the 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 Commission has accepted the proposal for the Project and has agreed to fund the Project pursuant to the terms of the EC-GA.

The Parties have formed a consortium to carry out the Project (a “**Consortium**”) and have made binding commitments to each other in addition to the provisions of the EC-GA.

IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions and Interpretation

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined in this Section 1.1, in the Rules for Participation or in the EC-GA including its annexes.

“**Accession Document**” means the document in the form set out in Attachment 2 to be signed by New Parties wishing to join the Project after the execution of the Consortium Agreement by the Original Parties.

“**Consortium Body**” means one of the bodies referred to in Section 6.1.

“**Consortium Budget**” means the allocation of all the resources in cash or in kind for the activities defined in Annexe I of the EC-GA and in the Consortium Plan.

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

“Coordinator” means beneficiary no.1 or its successor.

“Defaulting Party” means a Party which the General Assembly has identified to be in breach of the Consortium Agreement and/or the EC-GA.

“Funding” means the Union financial contribution as described in the EC-GA.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Joint Ownership” means where more than one Party has carried out work generating Foreground and where their respective shares of the work cannot be ascertained and **“Joint Owners”** shall be construed accordingly.

“Legitimate Costs” means costs properly and reasonably incurred in connection with the Project and in accordance with the Consortium Plan which have been verified by the Coordinator.

“Legitimate Interest” means a Party’s interest of any kind, including but not limited to, its commercial interests and its corporate image and reputation.

“Management Support Team” means the team which assists and facilitates the work of the Consortium Bodies and the Coordinator in the day-to-day management of the Project.

“Member” means a Party entitled to vote at a meeting of a Consortium Body as set out in Section 6.1.

“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 technically or legally impossible, significantly delayed, or require significant additional financial or human resources; and

for Use of own Foreground:

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

“New Parties” means any parties joining the Consortium after the Consortium Agreement is signed by the Original Parties.

“Original Parties” means the Parties which signed the Consortium Agreement at its formation and who are the Coordinator and the beneficiaries nos 2 to 38 above.

“Parties” means the Original Parties and such other or additional persons as are admitted as New Parties in accordance with the Consortium Agreement and whose participation in the Consortium has not ceased in accordance with the Consortium Agreement and **“Party”** shall be construed accordingly.

“Quorum” means for the:

- General Assembly more than half of Members;
- Management Board the Coordinator and two other Members; and
- Management Committee more than two thirds of Members.

“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.

“Work Packages” means individual pieces of work which together make up the Project.

“Work Package Leaders” means leaders of Work Packages who monitor the progress of all activities towards the objectives of their Work Packages and take operational decisions regarding day to day management.

Interpretation

- 1 References to Articles are references to articles of the EC-GA.
- 2 References to Sections are references to sections of the Consortium Agreement.
- 3 References to the Consortium Agreement shall include references to the attachments to the Consortium Agreement.
- 4 References to “in writing” or similar include communications by email.

Section 2: Purpose

- 2.1 The purpose of the Consortium Agreement is to specify with regard to the Project the relationships amongst the Parties, concerning the organisation of the work amongst the Parties, the management of the Project and the rights and obligations of the Parties.

Section 3: Entry into force, duration and termination

- 3.1 An entity becomes a Party to the Consortium Agreement upon signature of the Consortium Agreement by a duly authorised representative or by the signature of an Accession Document by its duly authorised representative and the Coordinator.
- 3.2 The Consortium Agreement shall have effect from the Effective Date. An Accession Document shall have effect from the date specified in the Accession Document.

- 3.3 The Consortium Agreement shall continue in effect until complete fulfilment of their obligations by the Parties under the EC-GA and the Consortium Agreement.
- 3.4 The Consortium Agreement or the participation of one or more Parties may be terminated in accordance with the terms of the Consortium Agreement and Articles II.37 and II.38.
- 3.5 If the Commission does not award the Funding, terminates the EC-GA or a Party's participation in the EC-GA, the Consortium Agreement shall automatically terminate in respect of the affected Party subject to the provisions surviving the expiration or termination under Section 3.6.
- 3.6 Sections 5, 9, 10,11, 12 and 13 shall survive the expiration or termination of the Consortium Agreement.
- 3.7 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 General Assembly 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 the Parties

General principles

- 4.1 Each Party shall:
 - 4.1.1 participate in the efficient implementation of the Project and cooperate, perform and promptly fulfil its obligations under the EC-GA and the Consortium Agreement in good faith as prescribed under Belgian law;
 - 4.1.2 notify promptly the Coordinator of any significant information, fact, problem or delay which is likely to affect the Project;
 - 4.1.3 promptly provide all information reasonably required by a Consortium Body or by the Coordinator to them to carry out their tasks; and
 - 4.1.4 take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

Breach

- 4.2 If a Party breaches its obligations under the Consortium Agreement or the EC-GA, the Coordinator (or the Party appointed by the Management Board if the Coordinator is in breach of its obligations under the Consortium Agreement or the EC-GA) (the "**Responsible Body**") may give written notice to such Party (the "**Defaulting Party**") requiring that such breach be remedied within 30 days, such period beginning on the date of issue of the written notice by the Responsible Body.

- 4.3 If, in the opinion of the Responsible Body, the breach is substantial and is not remedied within 30 days or is not capable of remedy, the Responsible Body may report the breach to the Management Board.
- 4.4 The Management Board may, after due consideration of the matter in accordance with the rules set out in Section 6, issue a further written notice to the Defaulting Party that it intends to recommend to the General Assembly that the Defaulting Party's participation in the Project should be terminated.
- 4.5 The Defaulting Party shall have 10 days to respond to this second written notice either by making a written submission to the Management Board or by requesting a meeting of the Management Board at which it can respond in person (a "**Hearing**"). If the Defaulting Party requests a Hearing it shall take place within 10 days.
- 4.6 Following due receipt of the Defaulting Party's written submission or the Hearing the Management Board may, at its sole discretion:
- 4.6.1 recommend to the General Assembly that the Defaulting Party's participation in the Project be terminated;
- 4.6.2 declare that the Defaulting Party's breach has been remedied; or
- 4.6.3 declare that the Defaulting Party's breach was not established or was not material.

Involvement of third parties

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

Section 5: Liabilities towards other Parties

Warranties and undertakings

- 5.1 Each Party undertakes to perform its tasks under the Project at its own risk.
- 5.2 Subject to Section 5.3, in respect of any information or materials (including Foreground and Background) supplied by one Party to another Party under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose or as to the absence of any infringement of any proprietary rights of third parties and the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

- 5.3 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.

Limitations of contractual liability

- 5.4 No Party shall be liable 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 a wilful act or by a breach of confidentiality.
- 5.5 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 Annexe I of the EC-GA provided such damage was not caused by a wilful act or gross negligence.
- 5.6 The terms of the Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

Damage caused to third parties

- 5.7 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 the Consortium Agreement or from its use of Foreground or Background.
- 5.8 If a Party's actions or inactions cause or contribute to a third party claim in connection with the EC-GA or the Consortium Agreement, that Party shall indemnify the other Parties for their cause or contribution to that third party claim.

Force Majeure

- 5.9 No Party shall be considered to be in breach of the Consortium Agreement if such breach is caused by Force majeure. Each Party will notify the Co-ordinator of any Force majeure without undue delay. If the consequences of Force majeure for the Project are not overcome within 6 weeks of such notification, the transfer of tasks, if any, shall be decided by the General Assembly.

Section 6: Governance structure

General structure

- 6.1 The organisation of the Consortium comprises the following Consortium Bodies:
- 6.1.1 the General Assembly is the ultimate decision-making body of the Consortium. It comprises all Parties and all Parties are entitled to attend and vote;
- 6.1.2 the Management Board is responsible for the execution of the Project and reports to and is accountable to the General Assembly. Five Parties are entitled to attend and vote at meetings of the Management Board. At the Effective Date, the five parties are: beneficiary no 6, beneficiary no 13, beneficiary no 19, beneficiary no 22 (or their successors) and the Coordinator. Other Parties may attend meetings of the Management Board subject to the prior consent of the Coordinator; and

- 6.1.3 the Management Committee monitors the progress of the Project and reports to the Management Board. The Coordinator and the Work Package Leaders are entitled to attend and vote at meetings of the Management Committee. Other Parties may attend meetings of the Management Committee subject to the prior consent of the Coordinator.
- 6.2 The Coordinator is the intermediary between the Parties and the Commission and, in addition to its obligations as a beneficiary, performs the tasks assigned to it in the EC-GA and in the Consortium Agreement.
- 6.3 Members may either:
- 6.3.1 attend meetings; or
- 6.3.2 appoint a substitute (a "**Proxy**") to attend meetings on their behalf.
- 6.4 Parties attending meetings shall behave in a cooperative manner with each other.
- 6.5 A Proxy attending a meeting on behalf of a Member shall be entitled to vote on all decisions which the Member it is representing is entitled to vote on.
- 6.6 In this Section 6, a reference to a Member shall include a reference to its Proxy.

Preparation and organisation of meetings

- 6.7 The chairperson of each Consortium Body is the Coordinator unless decided otherwise by a vote at a meeting of that Consortium Body.
- 6.8 The Coordinator:
- 6.8.1 shall convene meetings of the General Assembly at least annually (an "**AGM**") or at any time on the written request of the Management Board (an "**EGM**");
- 6.8.2 shall convene meetings of the Management Board at least quarterly or at any time on the written request of any of its Members; and
- 6.8.3 shall convene meetings of the Management Committee at least twice a year and at any time on written request of any of its Members.
- 6.9 The Coordinator:
- 6.9.1 shall give notice in writing of an AGM to all Parties as soon as possible and at least 45 days before an AGM and at least 15 days before an EGM;
- 6.9.2 shall give notice in writing of a meeting of the Management Board to all Parties as soon as possible and at least 14 days before a regular quarterly meeting and 7 days before a meeting requested by one of its Members; and
- 6.9.3 shall give notice in writing of a meeting of the Management Committee to each Member at least 10 days before a regular six monthly meeting and 5 days before a meeting requested by one of its Members.
- 6.10 The Coordinator:

- 6.10.1 shall send a written agenda to all Parties at least 21 days before an AGM and at least 10 days before an EGM;
- 6.10.2 shall send a written agenda for a meeting of the Management Board to all Parties at least 7 days before any of its meetings; and
- 6.10.3 shall send a written agenda for a meeting of the Management Committee to all Parties at least 5 days before any of its meetings.
- 6.11 Any agenda item requiring a decision must be identified as such on the agenda.
- 6.12 Any Member:
- 6.12.1 may add an item to the agenda of an AGM or an EGM by writing to the Coordinator at least 14 days before an AGM and 7 days before an EGM;
- 6.12.2 may add an item to the agenda of a meeting of the Management Board by writing to the Coordinator at least 2 days before any meeting;
- 6.12.3 may add an item to the agenda of a meeting of the Management Committee by writing to the Coordinator at least 2 days before any meeting.
- 6.13 During a meeting the Members present may unanimously agree to add a new item to the agenda.
- 6.14 With the exception of AGMs, any decision of a Consortium Body may be taken without a meeting if:
- 6.14.1 the Coordinator circulates to all Members a written document which sets out in adequate detail the decision required to be made; and
- 6.14.2 such document is signed and returned to the Coordinator either in hard copy or electronically by more than two thirds of the Members within 10 days of the document being circulated by the Coordinator.
- 6.15 Meetings of Consortium Bodies may be held by teleconference or other telecommunication means provided that all Parties present can hear and be heard.
- 6.16 Decisions will be binding only after they have been accepted in accordance with Sections 6.22 to 6.25.

Attendance and Voting Rights

- 6.17 Subject to Sections 6.1.2 and 6.1.3 all Parties may attend any meeting of a Consortium Body but cannot vote unless they are a Member of that Consortium Body.
- 6.18 Each Consortium Body shall not deliberate and decide validly unless there is a Quorum.
- 6.19 Subject to Sections 6.20 and 6.21, each Member present at a meeting of a Consortium Body shall have one vote and all decisions shall be taken by a majority of more than two-thirds of the votes cast. The chairperson may vote but shall not have a casting vote.

- 6.20 A Member may not vote on an agenda item if it relates to that Member and that Member at the time of the vote is a Defaulting Party.
- 6.21 The Coordinator may not vote on decisions regarding a proposal to the Commission for a change in the identity of the Coordinator.

Minutes of meetings and confirmation of decisions

- 6.22 The Coordinator shall produce written minutes of each meeting and written confirmation of decisions taken pursuant to Section 6.14 (“**Confirmations**”) which shall be the formal record of all decisions taken.
- 6.23 The Coordinator shall send draft minutes and Confirmations to all Parties within 10 days of the meeting at which the decision was made or the date the decision was taken if the decision was taken pursuant to Section 6.14.
- 6.24 Minutes and Confirmations shall be considered as accepted if no Party has appealed to the Coordinator pursuant to Sections 6.26 to 6.29.
- 6.25 The Coordinator shall send accepted minutes and Confirmations to all Parties. If requested the Coordinator shall provide authenticated duplicates.

Appeal rights

- 6.26 Any Party may appeal against a decision of the Management Board by writing to the Coordinator within 5 days of receiving minutes of a meeting at which the decision was taken or a Confirmation of the decision (an “**Appeal**”).
- 6.27 The Coordinator shall respond to the Party submitting the Appeal within 10 days of receipt to either accept or reject the Appeal.
- 6.28 If the Coordinator accepts the Appeal, the decision shall be cancelled.
- 6.29 If the Coordinator rejects the Appeal:
 - 6.29.1 the decision shall stand; and
 - 6.29.2 the Party which made the Appeal may require the Coordinator to call a meeting of the General Assembly to reconsider the decision.

Veto rights

- 6.30 Subject to Section 6.36, a Party which can show that its own work, time for performance, costs, liabilities, Intellectual Property Rights or other Legitimate Interests would be materially affected by a decision of the General Assembly may exercise a veto over any such decision or part of such decision in accordance with these Sections 6.30 to 6.36 (a “**Veto**”).
- 6.31 A Party may Veto a decision of the General Assembly within 5 days of the draft minutes of the meeting or a Confirmation being sent by sending a written justification for the Veto to the Coordinator.
- 6.32 The Coordinator shall send copies of the written justification to all Parties.

- 6.33 If a Veto is exercised, the Coordinator shall make reasonable efforts to resolve the matter to the satisfaction of the Party exercising the Veto.
- 6.34 If the subject matter of the Veto cannot be resolved to the satisfaction of the Party exercising the Veto it shall be referred to the General Assembly for resolution at the AGM or an EGM if appropriate.
- 6.35 If, after the subject of the Veto has been considered by the General Assembly, the Party exercising the Veto is not satisfied, it may refer the subject for dispute resolution in accordance with Section 12.
- 6.36 A Party may not Veto a decision if the decision is in connection with its:
- 6.36.1 status as a Defaulting Party;
 - 6.36.2 participation or termination in the Project or the consequences of them; or
 - 6.36.3 request to leave the Consortium.

General Assembly

- 6.37 Subject to Section 6.36, all Parties shall abide by decisions of the General Assembly but they may submit any dispute on a decision for resolution in accordance with the provisions of Section 12.
- 6.38 The General Assembly may act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out in the Consortium Agreement and may also decide on proposals made by the Management Board.
- 6.39 The General Assembly may:
- 6.39.1 propose changes to Annexe I for submission to the Commission;
 - 6.39.2 change the Consortium Plan (including the Consortium Budget);
 - 6.39.3 decide withdrawals from Attachment 1 (Background included);
 - 6.39.4 decide additions to Attachment 3 (Listed Affiliated Entities) and Attachment 4 (List of Third Parties);
 - 6.39.5 admit a New Party and approve the conditions for its admission;
 - 6.39.6 recommend to the Commission the withdrawal of a Party from the Consortium and the conditions of the withdrawal;
 - 6.39.7 make decisions in connection with a Defaulting Party pursuant to Sections 4.2 to 4.6;
 - 6.39.8 determine remedies to be provided by a Defaulting Party;

6.39.9 recommend to the Commission the termination of a Party's participation in the Consortium and measures relating thereto including those pursuant to Article II.38;

6.39.10 propose to the Commission:

- 6.39.10.1 a change of Coordinator;
- 6.39.10.2 suspension of all or part of the Project; and/or
- 6.39.10.3 termination of the Project and the Consortium Agreement

Management Board

6.40 Subject to Sections 6.26 to 6.29, all Parties shall abide by decisions of the Management Board but they may appeal any decision for resolution by the General Assembly.

6.41 The Management Board may act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out in the Consortium Agreement and may also decide on proposals made by the Management Committee.

6.42 The Management Board may:

- 6.42.1 decide the strategy for delivering the Project;
- 6.42.2 undertake risk management for delivery of the Project and agree activities to reduce or ameliorate the risks;
- 6.42.3 coordinate the management and delivery of the Project providing advice and support to Parties where desirable to achieve effective Project management;
- 6.42.4 receive progress updates by teleconference from Work Package Leaders once every two months;
- 6.42.5 agree Project revisions where necessary including changes to the Consortium Budget which do not change a Party's budget by more than 10%;
- 6.42.6 resolve disputes between Parties using the Consortium Agreement to guide the process;
- 6.42.7 network with other EU projects and the wider science community to ensure that the Project remains at the cutting edge of research and resources are used to the optimum;
- 6.42.8 agree and approve all issues concerning intellectual property, knowledge dissemination through scientific presentations and publication in science, trade or popular journals;
- 6.42.9 facilitate the training and interchange of staff between Parties and provide mentoring to advance the careers of women; and
- 6.42.10 ensure Project financial management for each Party is undertaken promptly and in accordance with Commission rules.

Management Committee

- 6.43 The Management Committee monitors and may make recommendations to the Management Board on:
- 6.43.1 progress against milestones;
 - 6.43.2 progress of deliverables;
 - 6.43.3 Project developments and outputs;
 - 6.43.4 proposed changes to the implementation plan due to unexpected results;
 - 6.43.5 intellectual property issues;
 - 6.43.6 ethical issues;
 - 6.43.7 the gender implementation plan; and
 - 6.43.8 dissemination activities.
- 6.44 If the General Assembly decides to discontinue a task the Management Board shall advise the General Assembly how to rearrange Parties' tasks and budgets taking into account Parties' legitimate commitments made prior to the rearrangement which cannot be cancelled.

The Coordinator

- 6.45 The Coordinator shall:
- 6.45.1 monitor compliance by the Parties with their obligations;
 - 6.45.2 keep the address list of Parties and other contact persons updated and available;
 - 6.45.3 collect, review and submit information on the Project's progress and other deliverables to the Commission;
 - 6.45.4 prepare meetings, propose decisions and prepare agendas for Consortium Body meetings; chair the meetings; prepare minutes and monitor the implementation of decisions taken at meetings;
 - 6.45.5 manage and distribute Funding and fulfil the tasks described in Section 7;
 - 6.45.6 provide official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are requested by Parties in order to present claims; and
 - 6.45.7 ensure coordination between Work Packages and research teams and provide support to solve technical problems;

6.45.8 appoint additional or replacement Members of the Management Board.

6.46 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Commission to change the Coordinator.

6.47 The Coordinator shall not:

6.47.1 be entitled to act or to make legally binding declarations on behalf of another Party;
or

6.47.2 enlarge its role beyond the tasks specified in the Consortium Agreement and in the EC-GA.

Management Support Team

6.48 The Management Support Team is proposed by the Coordinator and appointed by the Management Board.

Food Integrity Advisory Board

6.49 A food integrity advisory board (the “**Advisory Board**”) is composed of external experts appointed and steered by the Management Board.

6.50 The Advisory Board shall:

6.50.1 assist and facilitate the decisions made by the Management Board; and

6.50.2 advise the Consortium on all aspects of Project implementation; and

6.50.3 facilitate stakeholder involvement and dissemination to end-users.

6.51 Members of the Advisory Board shall sign a non-disclosure agreement no later than 30 days after their nomination or before any confidential information is exchanged, whichever date is earlier.

6.52 The Coordinator shall provide secretarial support to the Advisory Board and report the Advisory Board's suggestions. The Advisory Board members shall be allowed to participate in Management Board meetings upon invitation but shall not have voting rights.

Section 7: Financial provisions

7.1 The Parties understand and acknowledge that:

7.1.1 the Commission will reserve 5% of the Funding as a contribution to the Guarantee Fund; and

7.1.2 until the Project is completed the Commission shall distribute to the Coordinator no more than 90% of the Consortium Budget.

7.2 The Funding shall be distributed by the Coordinator according to:

- 7.2.1 the Consortium Budget;
 - 7.2.2 the approval of reports by the Commission; and
 - 7.2.3 the provisions set out in Sections 7.9 to 7.16.
- 7.3 The Coordinator shall not distribute to the Parties more funding than it has received from the Commission and Parties shall be funded only for Legitimate Costs.
- 7.4 Each Party shall be responsible for justifying its Legitimate Costs to the Commission in accordance with its own accounting and management principles and practices. Neither the Coordinator nor any of the other Parties are in any way liable for each Party's justification of Legitimate Costs to the Commission.
- 7.5 A Party which spends less than its allocated share of the Consortium Budget (the "**Allocated Share**") will be funded for its Legitimate Costs only.
- 7.6 A Party that spends more than its Allocated Share will be funded only for Legitimate Costs up to an amount not exceeding its Allocated Share.

Budgeted costs eligible for 100% reimbursement

- 7.7 Budgeted costs are included in the Consortium Budget in the following order of priority:
- 7.7.1 banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator;
 - 7.7.2 costs in connection with calls for new Parties;
 - 7.7.3 costs in connection with varying the Consortium Agreement;
 - 7.7.4 the Coordinator's management costs and the Management Support Team's costs;
 - 7.7.5 intellectual property protection costs;
 - 7.7.6 costs for publications;
 - 7.7.7 chairperson's costs; and
 - 7.7.8 any other costs eligible for 100% reimbursement.

Budgeting of coordination costs

- 7.8 The costs of coordinating research which are not allowed as management costs according to Article II.16.5 are budgeted separately.

Payments

- 7.9 Payments to Parties are the exclusive responsibility of the Coordinator. The Coordinator shall:
- 7.9.1 notify the Parties of the date and composition of the sums transferred to their bank accounts and relevant references;
 - 7.9.2 perform diligently its tasks in the administration of the Funding and in maintaining financial accounts;
 - 7.9.3 undertake to keep the Funding separate from its normal business accounts and its own assets and property, unless the Coordinator is a Public Body or is prevented from doing so by law;
 - 7.9.4 make payments to the Parties:
 - 7.9.4.1 only after receipt of Funding from the Commission; and
 - 7.9.4.2 in separate tranches as set out in the payment schedule in Attachment 6 (the “**Payment Schedule**”) or as instructed by the Management Board.
- 7.10 The Coordinator shall pay to each Party its Allocated Share in 5 tranches (the “**Payments**”) as set out in the Payment Schedule subject to this Section 7:
- 7.10.1 if the Commission approves Project reports received from the Coordinator;
 - 7.10.2 if the Commission has paid the Coordinator the relevant Funding; and
 - 7.10.3 less 20% which it will reserve from each Payment as a contingency.
- 7.11 After the first Payment, the Coordinator will adjust the Payments to take into account the Legitimate Costs which each Party has incurred to date so that:
- 7.11.1 each Party is reimbursed for its Legitimate Costs. The Coordinator will pay Parties contingencies reserved from previous Payments if this is justified by their Legitimate Costs; and
 - 7.11.2 Payments are reduced for Parties which have incurred Legitimate Costs which are lower than the Payments they have received.
- 7.12 For each Party, the sum of its Payments shall not exceed the Party’s Allocated Share.
- 7.13 The Coordinator may withhold Payments due to:
- 7.13.1 a Party identified by a responsible Consortium Body to be in breach of its obligations under the Consortium Agreement or the EC-GA;
 - 7.13.2 a Beneficiary which has not yet signed the Consortium Agreement; or,
 - 7.13.3 a Beneficiary, if it is a New Party, which has not yet signed the Accession Document.
- 7.14 The Coordinator may recover any Payments already paid to a Defaulting Party.

- 7.15 If, at the end of the Project, a Party has spent less than its Allocated Share, the Management Board shall meet to consider increasing the funding of Parties which have overspent to the extent of the total amount underspent. If the Management Board cannot agree to such increase in funding the underspend will be returned to the Commission.
- 7.16 Because of its particular status as a Commission Directorate-General, beneficiary no3, which is participating in the Consortium through its Institute for Reference Materials and Measurements, signs an Administrative Arrangement with DG Research and Innovation. This Administrative Arrangement is an annexe to the EC-GA and regulates relations within the Commission including inter-Commission payments.

Financial Consequences of the termination of the participation of a Party

- 7.17 A Party leaving the Consortium shall refund all Payments it has received except the amount of contribution accepted by the Commission or another contributor.
- 7.18 A Defaulting Party shall, within the limits specified in Sections 5.4 to 5.7, bear any reasonable and justifiable additional costs incurred by the other Parties in order to perform the Defaulting Party's tasks.
- 7.19 If any such additional costs are not borne by the Defaulting Party, the Management Board shall try to absorb those costs in the Consortium Budget. If the additional costs cannot be absorbed in the Consortium Budget, the remaining Parties shall each use reasonable endeavours to agree how those costs may be equitably shared amongst them.

Section 8: Foreground

Joint ownership

- 8.1 Where no joint ownership agreement has been concluded:
- 8.1.1 each of the joint owners shall be entitled to Use their jointly owned Foreground for internal research and educational purposes on a royalty-free basis and without requiring the prior consent of the other joint owner(s); and
- 8.1.2 subject to Sections 8.2 and 8.3, each of the joint owners shall be entitled to commercially exploit their jointly owned Foreground or grant non-exclusive licences to third parties, without any right to sub-license.
- 8.2 A joint owner shall not deal with jointly owned Foreground in accordance with section 8.1.2 unless:
- 8.2.1 it has given the other joint owner(s) at least 45 days' prior written notice of its intention and:
- 8.2.1.1 the other joint owner(s) have not responded within 15 days of receiving the notice; or
- 8.2.1.2 the other joint owner(s) have given their consent, such consent not to be unreasonably refused.

- 8.3 If a joint owner deals with jointly owned Foreground in accordance with Section 8.1.2 it shall pay fair and reasonable compensation to the other joint owner(s) pro rata to their contribution to the relevant Foreground.
- 8.4 The joint owners shall agree on all protection measures and the division of related costs in advance.

Transfer of Foreground

- 8.5 Each Party may:
- 8.5.1 transfer ownership of its own Foreground following the procedures set out in Article II 27; and
 - 8.5.2 identify specific third parties to whom it intends to transfer ownership of its Foreground in Attachment 4 subject to the consent of the other Parties, such consent not to be unreasonably withheld.
- 8.6 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.
- 8.7 Any addition to Attachment 4 after signature of the Consortium Agreement requires the consent of the General Assembly.
- 8.8 The Parties recognise that in the context of a merger or an acquisition of a material proportion 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 required in Article II.27.2.

Publication

- 8.9 Dissemination activities including, but not restricted to, publications and presentations, are governed by the procedure set out in Article II.30.3 subject to the provisions of this Section 8.
- 8.10 Prior notice of any planned publication shall be given to the other Parties at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the EC-GA, in writing to the Coordinator and to any Party concerned within 30 days of receipt of the notice (an "**Objection**"). If no Objection is made within this time limit, the publication is permitted.
- 8.11 An Objection is justified if:
- 8.11.1 the objecting Party's legitimate academic or, as the case may be, commercial interests are materially damaged by the publication;
 - 8.11.2 the protection of the objecting Party's Foreground or Background is adversely affected; or
 - 8.11.3 the Objection includes a precise request for necessary modifications.

- 8.12 If an Objection has been raised the relevant Parties shall promptly discuss how to overcome the grounds for the Objection (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the Objection if appropriate actions are agreed and performed.

Publication of another Party's Foreground or Background

- 8.13 For the avoidance of doubt, a Party shall not publish or in other ways disseminate Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an Objection according to Article 8.3.1 is not considered to be an approval.

Cooperation obligations

- 8.14 All Parties recognise the need for publication related to an individual's qualification for a degree and shall respect the obligations of academic Parties in this regard.

- 8.15 This Section 8 shall not prevent the submission, examination, publication and defence of any dissertation or thesis for a degree which includes incidental and minor elements of Foreground, Background or Confidential Information of another Party if the:

8.15.1 intention to make such dissertation or thesis was notified to the other Parties in writing promptly as soon as such intention was foreseen; and

8.15.2 the other Parties give their consent in writing, such consent not to be unreasonably withheld.

- 8.16 Where the consent of other Parties is sought pursuant to Section 8.15.1:

8.16.1 the other Parties shall respond to a request for consent within 30 days; and

8.16.2 if consent is refused, shall give the reasons for such refusal.

Use of names, logos or trademarks

- 8.17 Subject to Sections 8.19 and 8.20, the Parties give their authorisation for the use of their name, logo, trademarks and link to their public website for the following purposes:

8.17.1 the website of the Project (public and private/intranet part); and

8.17.2 public communications and publications on the Project as decided by the Management Board.

- 8.18 For the avoidance of doubt, any other publications or communications, such as a publication on a Project's result made by a Party in a scientific journal, is outside of the scope of Section 8.17.

- 8.19 Beneficiary no3 permits the other Parties to use its logo in advertising, publicity and publications only in connection with the Project. The use of its logo by other Parties shall

comply with the Guidelines for Partner Organisations on the Use of the Logo of the European Commission which is available at the following address:

http://ec.europa.eu/dgs/communication/services/visual_identity/pdf/partners-guidelines_en.pdf

- 8.20 Nothing in the Consortium Agreement shall be construed as conferring rights to use any of the trademarks of the Union without its prior written consent in advertising, publicity or otherwise.

Section 9: Access Rights

Background covered

- 9.1 The Parties have identified in Attachment 1 the Background to which agree to grant Access Rights, subject to the provisions of the Consortium Agreement and the EC-GA. Such identification may be done by, for example:
- 9.1.1 subject matter; and/or
 - 9.1.2 naming a specific department of a Party.
- 9.2 The Background list is not exhaustive and can be added to at any time during the Project by any Party.
- 9.3 The owning Party may add further Background to the Project during the Project by written notice to the Coordinator and to the other Parties.
- 9.4 Only the General Assembly may permit a Party to withdraw any of its Background from the Project.
- 9.5 If a Party wishes to withdraw any of its Background from the Project it must send a written notice to the Coordinator requesting the withdrawal (a “**Withdrawal Notice**”).
- 9.6 The Coordinator shall ensure that the subject of the Withdrawal Notice is determined by the General Assembly at the earliest available opportunity and no later than 3 months after receipt of the Withdrawal Notice.
- 9.7 The Background not listed in Attachment 1 shall be explicitly excluded from Access Rights but Parties shall, however, subject to Sections 9.8 and 9.9, negotiate in good faith additions to Attachment 1 if requested to do so by a Party.
- 9.8 For the avoidance of doubt, the owning Party is under no obligation to agree to additions of its Background to Attachment 1.
- 9.9 All Parties exclude Access Rights to all Background which is:
- 9.9.1 developed by employees not participating in the Project;

9.9.2 developed by employees participating in the Project which is outside the scope of the Consortium Plan;

9.9.3 restricted by third party rights; or

9.9.4 to be commercially exploited by a Party and where the Party can provide evidence of such intention.

Specific Provisions concerning transfer of Material or other Background

9.10 Prior to any transfer of project related material between 2 or more Parties, a material transfer agreement (“MTA”) shall be signed by the said Parties substantially in the form set out in Attachment 5.

General Principles

9.11 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.

9.12 As set out in Article II.32.3, each Party shall inform the other Parties 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 (for example the use of open source code software in the Project).

9.13 If the Management Board considers that the restrictions have such effect which is not foreseen in the Consortium Plan, it may update the Consortium Plan accordingly.

9.14 Any Access Rights granted exclude any rights to sub-license unless expressly stated otherwise.

9.15 Access Rights shall be free of any administrative transfer costs.

9.16 Access Rights are granted on a non-exclusive basis to the Parties only, if not otherwise agreed in writing by all the Parties according to Article II.32.7.

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

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

9.19 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 only for as long as is necessary for those purposes and that appropriate confidentiality obligations are in place.

9.20 Access rights for Use shall be granted upon bilateral agreement.

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

- 9.22 Access Rights to Foreground and Background Needed for the performance by a Party for its own work under the Project shall be granted royalty-free unless otherwise agreed for Background in Attachment 1.
- 9.23 Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on Fair and Reasonable Conditions.
- 9.24 Access Rights for internal research and education activities shall be granted royalty-free.
- 9.25 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on Fair and Reasonable Conditions.
- 9.26 A request for Access Rights may be made up to 12 months after the end of the Project or, in the case of Section 9.37, after the termination of the requesting Party's participation in the Project.

Access Rights for Affiliated Entities

- 9.27 Affiliated Entities have Access Rights under the conditions of Article II.34.3 and shall also enjoy Access Rights if they can show that:
 - 9.27.1 they hold a licence of Foreground developed by the Party they are affiliated to;
 - 9.27.2 they Need Access Rights in order to Use such Foreground;
 - 9.27.3 they are established in a member state of the European Union or an Associated Country; and
 - 9.27.4 they are listed in Attachment 3.
- 9.28 Access Rights to Affiliated Entities shall be granted on Fair and Reasonable Conditions and upon written bilateral agreement.
- 9.29 If they are the new owner of a Foreground (after transfer from a Party with whom they are Affiliated Entities), Affiliated Entities which obtain Access Rights in return grant Access Rights to all Parties and shall fulfil all confidentiality and other obligations accepted by the Parties under the EC-GA or the Consortium Agreement as if such Affiliated Entities were Parties.
- 9.30 Access Rights may be refused to Affiliated Entities if such granting is contrary to the Legitimate Interests of the Party which owns the Background or the Foreground.
- 9.31 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.
- 9.32 Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.
- 9.33 Further arrangements with Affiliated Entities may be negotiated in separate agreements.

Additional Access Rights

- 9.34 For the avoidance of doubt any grant of Access Rights not covered by the EC-GA or the Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions be agreed between the owning and receiving Parties.

Access Rights for Parties entering or leaving the Consortium

- 9.35 All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.
- 9.36 If the leaving Party is a Defaulting Party any Access Rights granted to it and any right to request Access Rights shall cease immediately upon receipt by it of the formal notice of the decision of the Management Board to terminate its participation in the Consortium.
- 9.37 If the leaving Party is not a Defaulting Party and it has the consent of the other Parties it shall have Access Rights to the Foreground developed until the date of the termination of its participation and it may request Access Rights within the period specified in Section 9.26.
- 9.38 Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and the Consortium Agreement as if it had remained a Party for the whole duration of the Project to the extent required by the remaining Parties to complete the Project.

Specific Provisions for Access Rights to Software

- 9.39 For the avoidance of doubt, the general provisions for Access Rights in Section 9 are applicable also to Software.
- 9.40 Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Section 10: Non-disclosure of information

- 10.1 "**Confidential Information**" is all information, in whatever form or mode of transmission, disclosed by a Party (the "**Disclosing Party**") to another Party (the "**Recipient**") in connection with the Project during its implementation which:
- 10.1.1 has been explicitly marked as "confidential"; or
- 10.1.2 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 as confidential information by the Disclosing Party.
- 10.2 The Recipients shall, and shall procure that their employees shall, 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:

- 10.2.1 not use Confidential Information otherwise than for the purpose for which it was disclosed;
 - 10.2.2 not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
 - 10.2.3 ensure that internal distribution of Confidential Information by a Recipient shall take place on a strictly need-to-know basis; and
 - 10.2.4 return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies and delete all Confidential Information stored in a machine readable form. If needed for the recording of continuing obligations, the Recipients may however request to keep a copy for archiving only.
- 10.3 Sections 10.1 and 10.2 shall not apply for disclosure or use of Confidential Information if and in so far as the Recipient can show that:
- 10.3.1 the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
 - 10.3.2 the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - 10.3.3 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;
 - 10.3.4 the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
 - 10.3.5 the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
 - 10.3.6 the Confidential Information was already known to the Recipient prior to disclosure by the Disclosing Party; or
 - 10.3.7 the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to Section 10.6.
- 10.4 The Recipient shall apply the same degree of care with regard to the Confidential Information as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 10.5 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.
- 10.6 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 Confidential Information.

- 10.7 The confidentiality obligations under the Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the Commission.

Section 11: Miscellaneous

- 11.1 If the terms of the Consortium Agreement conflict with the terms of the EC-GA, the terms of the latter shall prevail.
- 11.2 If the attachments and the core text of the Consortium Agreement conflict, the latter shall prevail.
- 11.3 If any part of the Consortium Agreement becomes invalid, illegal or unenforceable, it shall not affect the validity of the remainder of the Consortium Agreement and, in such circumstances, the Parties may negotiate a lawful and practical amendment which fulfils the purpose of the original provision.
- 11.4 The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in the 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.
- 11.5 Any notice to be given under the Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.
- 11.6 If the Consortium Agreement requires a formal notice, consent or approval it shall be signed by an authorised representative of the Party and shall be either served personally or sent by mail with recorded delivery or by telefax with receipt acknowledgement.
- 11.7 Other communication between the Parties may also be by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.
- 11.8 Any change of persons or contact details shall be notified promptly by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

Assignment and amendments

- 11.9 No rights or obligations of the Parties arising from the Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior written consent.
- 11.10 Amendments to the Consortium Agreement require a separate written agreement signed by all Parties.
- 11.11 Nothing in the Consortium Agreement shall be deemed to require a Party to breach any statutory law under which the Party is operating.

11.12 English is the language used in all documents, notices, meetings and proceedings in connection with the Consortium Agreement.

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

12 Settlement of disputes

WIPO Mediation

12.1 Subject to Sections 12.5 to 12.8, any dispute, controversy or claim arising under or in connection with the Consortium Agreement, (a “**Dispute**”) which cannot be resolved by the Parties through informal negotiation shall be submitted to mediation in by the World Intellectual Property Organisation (“**WIPO**”).

12.2 Mediation meetings shall be held in Brussels (unless otherwise agreed) and in English (unless otherwise agreed).

WIPO Expedited Arbitration

12.3 If, and to the extent that:

12.3.1 the Dispute is not settled pursuant to mediation within 60 days of the start of the mediation; or

12.3.2 during the mediation, a Party does not participate in good faith in the mediation

the Dispute shall be referred for final and binding arbitration in accordance with WIPO’s expedited arbitration rules.

12.4 Arbitration meetings shall be held in Brussels (unless otherwise agreed) and in English (unless otherwise agreed).

Court Litigation

12.3 If, and to the extent that:

12.3.1 the Dispute is not settled pursuant to mediation within 60 days of the start of the mediation; or

12.3.2 during the mediation, a Party does not participate in good faith in the mediation

the courts of Brussels shall have exclusive jurisdiction.

12.4 If a Party is prevented from submitting the relevant dispute to arbitration by its national law, then the concerned Parties shall submit the dispute to the Courts of Brussels.

12.5 Notwithstanding the foregoing, and in recognition of the privileges and immunities of beneficiary no26, the submission of a dispute to the Courts of Brussels under this Section 12 shall not apply to disputes involving beneficiary no26.

12.6 If a dispute involving beneficiary no26 cannot be resolved through negotiation, including through the governance mechanisms in the Consortium Agreement, such dispute may be referred at the request of any Party involved in a dispute with beneficiary no26 to arbitration in accordance with the Arbitration Rules of the United Nations Commission on the International Trade Law (UNCITRAL) as at present in force.

12.7 Beneficiary no26 and the Party or Parties involved in a dispute under this Section 12 shall be bound by any arbitration award rendered in accordance with this Section 12 as the final adjudication of any such dispute.

12.8 Nothing in the Consortium Agreement or in any document or activity related thereto shall be construed as a waiver of the privileges and immunities of beneficiary no26 or as its acceptance of the jurisdiction of the courts of any country.

Section 13: Signatures

AS WITNESS:

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

Attachment 2

Accession Agreement

ACCESSION of a new party to the project for ensuring the integrity of the European food chain known as FOOD INTEGRITY as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities (the “Project”).

The parties listed in schedule 1 of this accession agreement are the existing parties to a consortium agreement executed pursuant to the Project and dated *[insert date]* (the “**Consortium Agreement**”) (the “**Existing Parties**”).

[Insert name of new party] of *[insert address]* (the “**New Party**”) hereby consents to become a Party to the Consortium Agreement and accepts all the rights and obligations of a Party starting *[date]* (the “**Effective Date**”).

[Insert name of Coordinator] as coordinator of the Project hereby confirms that the New Party is admitted to the Project under the provisions of Section 6 of the Consortium Agreement.

The New Party confirms that:

- 1 it has been given a copy of the Consortium Agreement;
- 2 it has set out in schedule 2 of this accession agreement the Background (as defined in the Consortium Agreement) to which it is ready to grant Access Rights (as defined in the Consortium Agreement) to the Existing Parties; and
- 3 it has set out in schedule 3 of this accession agreement its Affiliated Entities (as defined in the Consortium Agreement).

The New Party and each of the Existing Parties undertake with each other that, subject to the terms of this accession agreement, from the Effective Date they shall observe, perform and be bound by the provisions of the Consortium Agreement as though the New Party were an original party to the Consortium Agreement.

The New Party hereby agrees to perform the tasks set out in schedule 4 of this accession agreement as part of the Project.

This accession agreement has been completed 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 COORDINATOR]

Signature(s)
Name(s)
Title(s)

Schedule 1

Existing Parties

Schedule 2

Background

Schedule 3

Affiliated Entities

Schedule 4

New Party's Tasks

Attachment 3

List of Affiliated Entities

Attachment 4

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 5

Material Transfer Agreement

[Name of Sending Party]

Having its registered office at: [address line 1]
[address line 2]
[country]

Represented by: [Name of the responsible scientist]

Function: [Function of the representative and name of its laboratory]
(the "PROVIDER")

AND

[Name of Receiving Party]

Having its registered office at: [address line 1]
[address line 2]
[country]

Represented by: [Name of the responsible scientist]

Function: [Function of the representative and name of its laboratory]

(the "RECIPIENT")

In response to the RECIPIENT's request for the Material and/or other Background [insert description] ("**Exchanged Element(s)**"), in the framework of the application of section 9.10 of the Consortium Agreement regarding the FOOD INTEGRITY Project (Grant Agreement number: FP7- 311875), the PROVIDER asks that the RECIPIENT and the RECIPIENT agrees to the following before the RECIPIENT receives the Exchanged Element(s):

- The Exchanged Element(s) is in the possession of or is the property of the PROVIDER and is made available in the framework and for the performance of, the EC Research Programme FP7- 311875 FOOD INTEGRITY Project, and for no other purpose without the express, prior written consent of the PROVIDER.
- THIS Exchanged Element(s) IS NOT FOR USE IN HUMAN SUBJECTS.
- The Exchanged Element(s) will be used for not-for-profit research purposes for the Project only.
- The Exchanged Element(s) will not be further distributed to third parties without the PROVIDER's written consent. The RECIPIENT shall refer any request for the Exchanged Element(s) to the PROVIDER.
- The RECIPIENT agrees to acknowledge the source of the Exchanged Element(s) in any authorised publications reporting use of it.
- Any Exchanged Element(s) delivered pursuant to this Agreement is understood by the RECIPIENT to be experimental in nature and may have hazardous properties. The PROVIDER will not knowingly provide Exchanged Elements which are not fit for purpose or which infringe any patent, copyright, trademark or other proprietary rights. Unless prohibited by law, the RECIPIENT assumes all liability for claims for damage

against it by third parties which may arise from the use, storage or disposal of the Exchanged Element(s).

- The RECIPIENT agrees to use the Exchanged Element(s) in compliance with all applicable statutes and regulations.
- The Exchanged Element(s) is provided at no cost exclusively for the purposes of the [name] Consortium Agreement. Shipping costs will be agreed in advance between the Parties to the Consortium Agreement.
- The PROVIDER does not warrant the sufficiency, accuracy or fitness for purpose of such Exchanged Elements, and the RECIPIENT shall in any case be entirely responsible for the use of any such Exchanged Elements received from the PROVIDER

1 Description of Material:

- For the purpose of this transfer agreement, the term Material is defined as [Describe here the Material which will be transmitted], including the documentation and information as further specified in clause 3.

2 Use of the Material

- The RECIPIENT's right to use the Material is restricted to the purpose and duration of the Project under the Consortium Agreement, in particular as defined in Section 9.12 and in Attachment 1.

3 Document and technical information provided by the PROVIDER to the RECIPIENT

- [Complete as needed]

4 Price of the Material

- [Complete as needed if the transfer is royalty free or royalty bearing, accordingly to the conditions of the Consortium Agreement]

5 Liability

- The RECIPIENT accepts full liability for any damage which may arise from the use of the Material and will hold harmless the PROVIDER for any loss arising from the RECIPIENT's use, handling, storage or other activity connected with the Material

6 Applicable law

- This transfer agreement shall be construed and governed by the laws of Belgium.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the Exchanged Element(s).

PROVIDER INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:
Provider Organisation:

Address:
Name of Authorised Official
Title of Authorised Official:

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

Signature of Authorised Official and Date ...

RECIPIENT INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:
Provider Organisation:
Address:
Name of Authorised Official:
Title of Authorised Official:
Signature of Authorised Official:
Date:

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the Exchanged Element(s).

Signature of Recipient Scientist ... and Date ...