



TRACES

Consortium Agreement

final
12-03-2016

Grant Agreement Nr. 693857

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[Change Records]

Version	Date	Changes	Author
Version 1.2	8 February 2016		TRACES
Version 2.2	1 March 2016	Alignment with the Management Structure (3.3 of the DoA, Part B); Payment Schedule changed from half annual payments to annual payments	TRACES
Version 3.5	12 March 2016	Payment Schedule: clarification of first payment General rules concerning the background inserting the signature pages	TRACES

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 2016-03-01, hereinafter referred to as the Effective Date

BETWEEN:

Beneficiary Number	1
Beneficiary name	UNIVERSITAET KLAGENFURT
Beneficiary short name	UNI-KLU
Legal address	Universitätsstraße 65-67, 9020 Klagenfurt, Austria

the Coordinator,

Beneficiary Number	2
Beneficiary name	POLITECNICO DI MILANO
Beneficiary short name	POLIMI
Legal address	Piazza Leonardo da Vinci 32, 20133 Milan, Italy

Beneficiary Number	3
Beneficiary name	HUMBOLDT-UNIVERSITAET ZU BERLIN
Beneficiary short name	UBER
Legal address	Unter den Linden 6, 10099 Berlin, Germany

Beneficiary Number	4
Beneficiary name	UNIVERSITETET I OSLO
Beneficiary short name	UNIVERSITY OSLO
Legal address	PROBLEMVEIEN 5-7, po box: 1073, 0313 OSLO, Norway

Beneficiary Number	5
Beneficiary name	ZURCHER HOCHSCHULE DER KUNSTE
Beneficiary short name	ZHDK
Legal address	PFINGSTWEIDSTRASSE 96, 8031 ZÜRICH, Switzerland

Beneficiary Number	6
Beneficiary name	Asociația Hosman Durabil
Beneficiary short name	HOSMAN DURABIL
Legal address	STR BISERICII 234, 557168 HOSMAN, Romania

Beneficiary Number	7
Beneficiary name	NATURHISTORISCHES MUSEUM
Beneficiary short name	NHM
Legal address	Burgring 7, 1010 Wien, Austria

Beneficiary Number	8
Beneficiary name	THE UNIVERSITY OF EDINBURGH
Beneficiary short name	UEDIN
Legal address	OLD COLLEGE, SOUTH BRIDGE, EH8 9YL, EDINBURGH UK

Beneficiary Number	9
Beneficiary name	UNIWERSYTET JAGIELLONSKI
Beneficiary short name	UJAG
Legal address	Ul. Golebia 24, 31007 Krakow, Poland

Beneficiary Number	10
Beneficiary name	UNIVERSITY OF ULSTER
Beneficiary short name	ULster
Legal address	CROMORE ROAD, BT52 1SA, COLERAINE, UK

Beneficiary Number	11
Beneficiary name	DRUSTVO ZA DOMACE RAZISKAVE
Beneficiary short name	Domestic Research Society
Legal address	Šarhova 34, 1000 Ljubljana, Slovenia

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

relating to the Action entitled

Transmitting Contentious Cultural Heritages with the Arts: From Intervention to Co-Production

in short

TRACES

hereinafter referred to as "Project".

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

"Consortium Plan"

Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Consortium.

"Funding Authority"

Funding Authority means the body awarding the grant for the Project.

"Defaulting Party"

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

“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 exploitation of own Results:

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

“Software”

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.

An entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If the Grant Agreement

- is not signed by the Funding Authority or a Party, or
- is terminated,

or if a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination 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 Consortium and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

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

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

Each Party shall 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 that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Consortium, will give formal notice to such Party requiring that such breach will 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 Consortium 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 responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect

the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results 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 Affiliated Entities) 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 a wilful act.

For any remaining contractual liability, 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 2 of the Grant Agreement provided such damage was not caused by a wilful act.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement 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 Consortium Body:

The Steering Committee (SC) as the ultimate decision-making body of the consortium. The SC is the supervisory body for the execution of the Project which shall report to the consortium at the consortium meeting.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. A Project Office (PO) for central day-to-day management will be established at UNI-KLU. Project Office staff will include the Coordinator (Prof Klaus Schönberger) and a Project Administrator (Gisela Hagmair). The Project Administrator will take care of administrative, legal and financial issues concerning the whole project. The in-house research department will assist the Project Administrator in monitoring the budget and financial reporting to the EC and is available to the consortium partners for financial or budgetary questions during the implementation of TRACES.

The main responsibilities of the PO include the activities allocated to the Project Management work package (WP7). This includes the preparation of the annual consortium and SC meetings, including timely preparation and distribution of the agendas as well as supporting documents and minutes of the meetings.

6.2 General operational procedures for the steering committee (SC)

6.2.1 Representation in meetings

Any Party which is a member of the SC (hereinafter referred to as "Member"): should be represented at any meeting of the SC; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

The chairperson of the SC shall convene SC and Consortium meetings.

	Ordinary meeting	Extraordinary meeting
Consortium Meeting	At least once a year	At any time upon written request of the Steering Committee or 1/3 of the Members of the Consortium
Steering Committee	At least quarterly	At any time upon written request of any Member of the Steering Committee

6.2.2.2 Notice of a meeting:

The chairperson of the SC shall give notice in writing of a meeting to each Member of the SC as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Consortium	45 calendar days	15 calendar days

Meeting		
Steering Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

The chairperson of the SC shall prepare and send each Member of that SC / the consortium meeting a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Consortium Meeting	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	7 calendar days

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of the SC / Consortium must be identified as such on the agenda.

Any Member of the SC / Consortium may add an item to the original agenda by written notification to all of the other Members of the SC / Consortium up to the minimum number of days preceding the meeting as indicated below.

Consortium Meeting	14 calendar days, 7 calendar days for an extraordinary meeting
Steering Committee	2 calendar days

6.2.2.5 During a meeting the Members of the SC / Consortium present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the SC / Consortium a written document which is then agreed by the defined majority (see Section 6.2.3.) of all Members of of the SC / Consortium . Such document shall include the deadline for responses.

6.2.2.7 Meetings of the SC / Consortium may also be held by teleconference or other telecommunication means.

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.3 Voting rules and quorum

6.2.3.1 The SC / Consortium shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2 Each Member of the SC / Consortium present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Decisions will be made by consensus whenever possible otherwise by a simple majority . In the event of a deadlock, the coordinator will have the casting vote.

6.2.4 Veto rights

6.2.4.1 A Member 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 SC / Consortium may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

6.2.4.4 In case of exercise of veto, the Members of the SC / Consortium shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.5 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.

6.2.4.6 A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of the SC / Consortium shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the SC / Consortium and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the SC / Consortium

6.3.1 Consortium Meeting

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

6.3.1.1 Members

6.3.1.1.1 The Consortium Meeting shall consist of at least one representative of each Party (hereinafter Consortium Member).

6.3.1.1.2 Each Consortium member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3 The Coordinator shall chair all meetings of the Consortium, unless decided otherwise in a Consortium meeting.

6.3.1.1.4 The Parties agree to abide by all decisions made at the Consortium Meeting.

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

The Consortium shall decide and consider the proposals made by the Steering Committee.

The following decisions shall be taken by the Consortium:

Content, finances and intellectual property rights

Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority

- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Steering Committee Members

6.3.2 Steering Committee

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

6.3.2.1 Members

The Steering Committee shall consist of the Coordinator and the Work Package Leaders and the Task-Leader.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

Minutes of Steering Committee meetings, once accepted, shall be sent by the Coordinator to the Consortium Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the Consortium Meeting according to Section 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Steering Committee shall be responsible for the proper execution and implementation of the decisions of the Consortium.

6.3.2.3.4 The Steering Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Steering Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the Consortium.

6.3.2.3.6 The Steering Committee shall:

support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables

- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

6.3.2.3.7 In the case of abolished tasks, the Steering Committee shall 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 canceled.

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2 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 to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- 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 submission of any project deliverable, the Coordinator may nevertheless submit the other parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3 If the Coordinator fails in its coordination tasks, the Consortium may propose to the Funding Authority to change the Coordinator.

6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement

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

6.5 External Ethics Advisory Board (EEAB)

An External Ethics Advisory Board (EEAB) will be appointed and steered by the Coordinator with special support from Work Package 5. The EEAB shall assist and facilitate the decisions made by the Consortium. The Coordinator is authorised to execute with each member of the EEAB a non-disclosure agreement, which terms shall be not less stringent than those stipulated in this Consortium Agreement, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the EEAB meetings and prepare the implementation of the EEAB's suggestions. The EEAB members shall be allowed to participate in Consortium meetings upon invitation but have not any voting rights.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

A Party shall be funded only for its tasks 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, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3 Funding Principles

A Party which spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only. A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs 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 Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 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.

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.2 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

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.
- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2 Payment Schedule

This section only applies to beneficiaries receiving payments from the Funding Authority.

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 Funding Authority in separate installments as agreed below:

- full amount of first installment transferred by the Funding Authority	- on receipt of Advance Payment
- 50 % of second installment	- on receipt of 2 nd installment (M12) and at M24 if <ul style="list-style-type: none"> - 75% of the preceding payment is already spent and/or - a cost intensive phase is approaching and - the promised work had been delivered so far
- Final installment (up to 15 %, s. also 7.3.1 above)	- On receipt of the final payment (up to 90 days after sending the final reports)

- Funding for costs accepted by the Funding Authority will be paid to the Party concerned.

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 Grant Agreement 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. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

Section 8: Results

8.0 Ownership of Results

Results are owned by the Party that generates them.

8.1 Joint ownership

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice;
 - (b) the other joint owners are credited; and
 - (c) Fair and Reasonable compensation.

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

8.2 Transfer of Results

8.2.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.2.3 The transferring Party shall, however, at the time of the transfer, inform 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 (3) after signature of this Agreement requires a decision of the Consortium.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and

acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.2.5 The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar 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 protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

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 measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

8.3.2 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

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 Results 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.

8.4 Exclusive licenses

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within 45 calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such 45 calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.

Section 9: Access Rights

9.1 Background included

9.1.1 In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 Any Party can propose to the Steering Committee to modify its Background in Attachment 1.

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

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

9.2.4 Access Rights are granted on a non-exclusive basis.

9.2.5 Results 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 Results 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 Exploitation

9.4.1 Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

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

9.4.2 Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, 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 Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.6 Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

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 Consortium 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 Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

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 Grant Agreement 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

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

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

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of communication, 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” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar 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 Grant Agreement, for a period of 4 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. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

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 to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- 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 the provision Section 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 applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and

- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)
Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)

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

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. 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 (Sections 4.2, 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

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed 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 shall endeavour to settle their disputes amicably.

Work package leaders will settle conflicts that have no impact outside a particular work package. On matters which have an impact across work packages, all efforts will be made to reach a consensus, however in the event of a conflict, the Steering Committee will meet with a quorum of five (5) Party Representatives. At this meeting, decisions will be taken by consensus or by a simple majority in the case where consensus is not possible. The Project Manager will not vote. In case of qualified majority the Project Coordinator will vote only when it is not possible to reach a majority, to resolve any tie in the vote. Changes to the work plan in the proposal will require consensus or a qualified majority of all except one.

In case of disputes between two or more partners concerning access rights to background knowledge, protection of foreground knowledge, transfer and ownership of foreground knowledge and the use and dissemination of knowledge, the SC shall decide on any resolving measures by majority voting.

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

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

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

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

Section 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.

Every Party shall sign two (2) original counterparts and forward them to the Co-ordinator, who has the obligation to forward copies of signed counterparts to each Party within sixty (60) days of receipt of the signed counterparts from the Parties.

TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

POLITECNICO DI MILANO, represented for the purposes hereof by *Gabriele Pasqui* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *POLITECNICO DI MILANO*.

Name of Beneficiary: *Politecnico di Milano*

Name of legal authorised representative: *Gabriele Pasqui*

Position of legal authorised representative: Head of Department of Architecture and Urban Studies

Date: 17TH MARCH, 2016

Signature: 

Official Stamp:

**DIPARTIMENTO ARCHITETTURA E STUDI URBANI
IL DIRETTORE
Prof. Gabriele Pasqui**

Name of Co-ordinator: *Universitaet Klagenfurt*

Name of authorised representative: *Friederike Wall*

Position of authorised representative: Vice-rector for research

Date: 20/05/2016

Signature: 

Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

HUMBOLDT-UNIVERSITAET ZU BERLIN, represented for the purposes hereof by *Renate UBACHS* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *HUMBOLDT-UNIVERSITAET ZU BERLIN*.

Name of Beneficiary: *HUMBOLDT-UNIVERSITAET ZU BERLIN*

Name of legal authorised representative: *Dr. Ingmar Schmidt*

Position of legal authorised representative: *Managing Director Research Service Centre*

Date:

23/03/16

Signature:

[Handwritten signature]
The stamp is circular with a blue border. Inside, there is a blue bear silhouette at the top. Below the bear, the text "HUMBOLDT-UNIVERSITÄT ZU BERLIN" is written in a circular path. At the bottom of the circle, the number "12" is printed.

Official Stamp:

Dr. Ingmar Schmidt

Name of Co-ordinator: *Universitaet Klagenfurt*

Name of authorised representative: *Friederike Wall*

Position of authorised representative: *Vice-rector for research*

Date: *20/05/2016*

Signature:

[Handwritten signature]

Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

UNIVERSITETET I OSLO, represented for the purposes hereof by *Malena BAKKEVOLD* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *UNIVERSITETET I OSLO*.

Name of Beneficiary: *UNIVERSITETET I OSLO*

Name of legal authorised representative: *Malena BAKKEVOLD*

Position of legal authorised representative:

Date: *4.04.16*

Signature: *Malena Bakkevold*

Official Stamp:



UiO : University of Oslo
Department of Academic Administration

Name of Co-ordinator: *Universitaet Klagenfurt*

Name of authorised representative: *Friederike Wall*

Position of authorised representative: *Vice-rector for research*

Date: *20/05/2016*

Signature: *Friederike Wall*

Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

ZÜRCHER HOCHSCHULE DER KÜNSTE, represented for the purposes hereof by *Thomas D. MEIER* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by **ZÜRCHER HOCHSCHULE DER KÜNSTE**.

Name of Beneficiary: **ZÜRCHER HOCHSCHULE DER KÜNSTE**

Name of legal authorised representative: *Thomas D. MEIER*

Position of legal authorised representative: President

Date: *30.03.2016*

Signature:



Official Stamp:



Name of Co-ordinator: Universitaet Klagenfurt

Name of authorised representative: *Friederike Wall*

Position of authorised representative: Vice-rector for research

Date: *20/05/2016*

Signature:



Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

HOSMAN DURABIL, represented for the purposes hereof by *Joachim COTARU* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *HOSMAN DURABIL*.

Name of Beneficiary: *HOSMAN DURABIL*

Name of legal authorised representative: *Joachim COTARU*

Position of legal authorised representative: chairman

Date: March, 17th, 2016

Signature:



Official Stamp:

ASOCIAȚIA "HOSMAN DURABIL"
CUI 18172521
Tel 0740 959 389, Fax 0269 700 700
Str Bisericii, nr 234, cod postal 557168
Hosman (SB) România

Name of Co-ordinator: Universitaet Klagenfurt

Name of authorised representative: Friederike Wall

Position of authorised representative: Vice-rector for research

Date: 20 / 05 / 2016

Signature:



Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

NATURHISTORISCHES MUSEUM, represented for the purposes hereof by *Christian KÖBERL* and *Herbert KRITSCHER* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *NATURHISTORISCHES MUSEUM*.

Name of Beneficiary: *NATURHISTORISCHES MUSEUM*

Name of legal authorised representatives: *Christian KÖBERL*, *Herbert KRITSCHER*

Position of legal authorised representatives: Director general, Vice director

Date: 17 March 2016

Signatures:

Official Stamp:


Univ. Prof. Dr. Christian Köberl
Generaldirektor

NATURHISTORISCHES MUSEUM
Burgring 7, 1010 Wien
AUSTRIA


Dr. Herbert Kritscher
Vizedirektor
Wirtschaftlicher GF

Name of Co-ordinator: Universitaet Klagenfurt

Name of authorised representative: Friederike Wall

Position of authorised representative: Vice-rector for research

Date: 2010512016

Signature:

Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

THE UNIVERSITY OF EDINBURGH, represented for the purposes hereof by *Angela Noble* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *THE UNIVERSITY OF EDINBURGH*.

Name of Beneficiary: *THE UNIVERSITY OF EDINBURGH*

Name of legal authorised representative: *Angela Noble*

Position of legal authorised representative: *Manager, Europe*

Date: *3 May 2016.*

Signature: *A. Noble.*

Official Stamp:

The University of Edinburgh
Old College, South Bridge
Edinburgh EH8 9YL



Name of Co-ordinator: *Universitaet Klagenfurt*

Name of authorised representative: *Friederike Wall*

Position of authorised representative: *Vice-rector for research*

Date: *20/05/2016*

Signature: *Friederike Wall*

Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

UNIwersytet Jagielloński, represented for the purposes hereof by *Stanisław Kistryn* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *UNIwersytet Jagielloński*.

Name of Beneficiary: *UNIwersytet Jagielloński*

Name of legal authorised representative: *Stanisław Kistryn*

Position of legal authorised representative:

Date:

Signature:

PROREKTOR
Uniwersytetu Jagiellońskiego
ds. badań naukowych i funduszy strukturalnych
St. Kistryn
Prof. dr hab. Stanisław Kistryn
(4)

Official Stamp:

UNIwersytet Jagielloński
ul. Gołębia 24, 31-007 Kraków
tel. 12 422-10-33
NIP: 675-000-22-36

Zastępca Kwestora
(Głównego Księgowego)
Uniwersytetu Jagiellońskiego
M. Sokół
mgr Marek Sokół

Name of Co-ordinator: *Universität Klagenfurt*

Name of authorised representative: *Friederike Wall*

Position of authorised representative: *Vice-rector for research*

Date: *20105/2016*

Signature:

Friederike Wall

Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

UNIVERSITY OF ULSTER, represented for the purposes hereof by *Nigel McFarland* acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *UNIVERSITY OF ULSTER*.

Name of Beneficiary: *UNIVERSITY OF ULSTER*

Name of legal authorised representative: *Nigel McFarland*

Position of legal authorised representative:

Date: *4 April 2016*

Signature: *Nigel McFarland*

Official Stamp:



Name of Co-ordinator: *Universitaet Klagenfurt*

Name of authorised representative: *Friederike Wall*

Position of authorised representative: *Vice-rector for research*

Date: *20/05/2016*

Signature: *Friederike Wall*

Official Stamp:



TRACES CONSORTIUM AGREEMENT

Declaration of Accession to the Consortium Agreement

Domestic Research Society, represented for the purposes hereof by Ivan Pirnat acting as its legal authorised representative, hereby consents to become a Beneficiary of the TRACES Consortium and accepts all the rights and obligations of a Beneficiary.

Done in 2 copies, of which one shall be kept by the Project Co-ordinator and one by *Domestic Research Society*.

Name of Beneficiary: *Domestic Research Society*

Name of legal authorised representative: *Ivan Pirnat*

Position of legal authorised representative: President of Domestic Research Society

Date: 17.3.2016

Signature:

Official Stamp:



Name of Co-ordinator: Universitaet Klagenfurt

Name of authorised representative: Friederike Wall

Position of authorised representative: Vice-rector for research

Date: 20/05/2016

Signature:

Official Stamp:



[Attachment 1: Background included]

ALL PARTIES

All Parties exclude from their obligation to grant Access Rights to Background:

- all Background other than the Background that was generated by the members of the research groups and who are directly involved in carrying out the Project;
- all Background that has been, and/or will be derived outside the scope of the technical field of the Project;
- all Background which the Coordinator, due to third party rights, is not able to grant Access Rights to.

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

[Attachment 2: Accession document]

ACCESSION

of a new Party to

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

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting 01/03/2016.

UNIVERSITAET KLAGENFURT

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]

UNIVERSITAET KLAGENFURT

Signature(s)

Name(s)

Title(s)

[Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.]