



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

**Istituto Nazionale di Geofisica
e Vulcanologia
AOO INGV**

Protocollo Generale - U

N. 0016528

del 15/11/2019



Gestione WEB

Al Dott. Alexander GARCIA

Alla Dott.ssa Carmela FREDA

Alla Dott.ssa Agata SANGIANANTONI

Ai Direttori di Dipartimento

Ai Direttori di Sezione

Al Direttore della Direzione Centrale Affari Generali e Bilancio

Al Responsabile del Centro Servizi Contabilità e Bilancio

All'Ufficio Bilancio

Alla Segreteria degli Organi Statutari

Oggetto: Pubblicità atti

Si notifica in copia l'allegato Decreto del Presidente n. 174 del 15/11/2019 concernente: EPOS Anthropogenic Hazards TCS Consortium Agreement.

Dott. Giovanni TORRE



Decreto n. 174

Oggetto: EPOS Anthropogenic Hazards TCS Consortium Agreement.

IL PRESIDENTE

- **VISTO** il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- **VISTA** la Legge 27 settembre 2007, n. 165, concernente la "Delega al Governo in materia di riordino degli Enti di Ricerca";
- **VISTO** il Decreto legislativo 31 dicembre 2009, n. 213, concernente il "Riordino degli Enti di Ricerca in attuazione dell'art. 1 della Legge 27 settembre 2007, n. 165";
- **VISTO** il Decreto legislativo 25 novembre 2016, n. 218, recante "Semplificazione delle attività degli enti pubblici di ricerca ai sensi dell'articolo 13 della legge 7 agosto 2015, n. 124";
- **VISTO** lo Statuto dell'Istituto Nazionale di Geofisica e Vulcanologia, approvato con Delibera del Consiglio di Amministrazione n.372/2017 del 9 giugno 2017, come modificato con Delibere del Consiglio di Amministrazione n. 424/2017 del 15 settembre 2017 e n. 501/2017 del 21.12.2017, e pubblicato sul Sito WEB Istituzionale (Avviso di emanazione pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana – Serie generale – n. 27 del 2 febbraio 2018), in particolare, l'art. 2, comma 5;
- **VISTO** il vigente Regolamento di Organizzazione e Funzionamento dell'Istituto Nazionale di Geofisica e Vulcanologia, pubblicato sul sito istituzionale;
- **VISTO** il Regolamento di Amministrazione, Contabilità e Finanza emanato con Decreto del Presidente n. 119/2018 del 14.05.2018, pubblicato sul sito web istituzionale;
 - **VISTA** la decisione di esecuzione (UE) n. 2018/1732 della Commissione Europea, del 30 Ottobre 2018 relativa all'istituzione del Sistema di osservazione della placca tettonica europea – Consorzio per un'infrastruttura europea di ricerca (ERIC EPOS), notificata con il numero C(2018) 7011;
 - **VISTO** il Decreto Ministeriale per il riparto del Fondo ordinario per gli Enti e le Istituzioni di ricerca, con il quale il MIUR ripartisce i finanziamenti necessari per la partecipazione italiana agli ERIC sotto la voce «attività di ricerca valenza internazionale» e in particolare, l'art. 1 comma 3 che prevede testualmente "I contributi per la partecipazione agli ERIC, o ai progetti da questi realizzati, sia nella forma in-kind sia di contributi finanziari a valere sul FOE, questi ultimi come determinati nella relativa tabella riferita alle "Attività di ricerca a valenza internazionale"costituiscono a tutti gli effetti quota di entrata dei bilanci dei medesimi ERIC, anche mediante eventuale trasferimento diretto";
- **VISTA** la nota del 27/06/2019, prot. n. 1551, con la quale il dott. Gilberto Saccorotti, responsabile delle attività nell'ambito del WP 14 di EPOS IP, ha precisato che il Consortium Agreement è mirato a formalizzare la partecipazione della comunità



scientifica al TCS EPOS *Anthropogenic Hazards*- TCS AH nonché, ad assicurare una *governance* condivisa per contribuire all'operatività di EPOS garantendo l'impegno delle comunità e delle infrastrutture di ricerca nazionali coinvolte nella fornitura di dati e prodotti scientifici, trasmettendo lo schema del Consortium Agreement;

- **VISTA** la nota del 14/11/2019, prot. n. 2651, con la quale lo stesso dott. Gilberto Saccorotti ha rappresentato che la sottoscrizione del *Consortium Agreement* (CA) da parte di tutti i Partner è propedeutica alla formazione dell'organo decisionale (*Consortium Board* - CB) che gestirà le attività future del TCS-AH e che il prossimo 18 Novembre è prevista la prima riunione del CB, cui l'INGV potrà partecipare solo a seguito della sottoscrizione del CA e ha richiesto contestualmente, la possibilità di avviare con urgenza le procedure di sottoscrizione;
- **CONSIDERATO** che nella suddetta nota è proposto il dott. Alexander Garcia quale Rappresentante INGV all'interno del TCS EPOS *Anthropogenic Hazards Consortium Board*;
- **RAVVISATA** la necessità di nominare un rappresentante INGV all'interno del TCS *Consortium Board*;
- **VISTO** lo schema del Consortium Agreement e le disposizioni contenute;
- **VALUTATE** le esigenze scientifiche e tecnologiche dell'Istituto;
- **RAVVISATA** la necessità di provvedere al fine di consentire la partecipazione al primo Consortium Board del TCS *Anthropogenic Hazards* e considerato il carattere d'urgenza;

DECRETA

E' approvato il Consortium Agreement EPOS *Anthropogenic Hazards* TCS – TCS AH, allegato al presente decreto quale parte integrante e sostanziale.

Il dott. Alexander Garcia, Ricercatore dell'INGV, è nominato Rappresentante INGV all'interno del TCS EPOS *Anthropogenic Hazards Consortium Board*, per un periodo di tre anni, rinnovabile, a decorrere dalla data di sottoscrizione del Consortium Agreement.

Il Rappresentante avrà cura di interfacciarsi, preliminarmente all'approvazione, aggiornamento e/o revisione del *Work Programme* annuale, con Presidente e Direttore di Dipartimento, trasmettendo agli stessi una relazione sulle azioni e sulle risorse che costituiscono, per ciascuna annualità, il contributo INGV al TCS *Anthropogenic Hazards*.

Il presente decreto sarà sottoposto al Consiglio d'Amministrazione per la prescritta ratifica nella prossima seduta utile.

Roma, 15/11/2019


Prof. Carlo DOGLIONI

SIGNATURES:

Istituto Nazionale di Geofisica e Vulcanologia,

Via di Vigna Murata 605, 00143 Rome, Italy,

Signature


IL PRESIDENTE
(Prof. Carlo DOGLIONI)



Date of signature:

15 NOV. 2019

Name of the signing person: **Prof. Carlo Doglioni**

Position in the organization: **President**

**Thematic Core Services Anthropogenic Hazard Consortium Agreement
for the Construction and Operation of the EPOS Research Infrastructure**

between

1. **Istituto Nazionale di Geofisica e Vulcanologia**, based in via di Vigna Murata 605, 00143 Rome, Italy, represented by Carlo Doglioni, President of the organization, hereinafter referred to as "INGV"
2. **Centre national de la recherche scientifique**, established in 3 rue Michel-Ange, Paris 75794, France, intracommunity VAT identification number FR40180089013, represented by its Chairman and CEO, Mr Antoine PETIT, who has delegated his signing authority for this Consortium agreement to the Regional Representative of the Paris Regional Michel Ange Division, Ms Hélène MAURY, hereinafter referred to as "CNRS"; The CNRS is acting in the name and on behalf of the National Institute for Earth Sciences and Astronomy (INSU), CNRS authorized by Université Grenoble Alpes (UGA), Université Savoie Mont-Blanc, Institut pour la Recherche et le Développement (IRD) and Institut Français des Sciences et Technologies des Transports de l'Aménagement et des Réseaux (IFFSTTAR), is acting on behalf of ISTerre LABORATORY -UMR5275 (Joint Research Unit), directed by Mr Stéphane GUILLOT, hereafter referred to as the "ISTerre LABORATORY",

CNRS, authorized by Université de Strasbourg, is acting in the name and on behalf of the joint research unit, Institut de Physique du Globe de Strasbourg -UMR7516, directed by Mrs Laurence JOUNIAUX, hereafter referred to as « IPGS LABORATORY »"
3. **Helmholtz Zentrum Potsdam Deutsches Geoforschungszentrum**, based in Telegrafenberg, 14473, Potsdam, Germany, represented by Dr. Stefan Schwartz - Administrative Executive Director and Prof. Dr. Reinhard Hüttl - Scientific Director, hereinafter referred to as "GFZ";
4. **Institute of Geophysics Polish Academy of Sciences** [Instytut Geofizyki Polskiej Akademii Nauk] based in Warsaw, ul. Księcia Janusza 64, 01-452 Warsaw, represented by dr hab Beata Orlecka-Sikora - Director, hereinafter referred to as "IG PAS";
5. **L'Institut National de l'Environnement et des Risques**, Public entity of an industrial and commercial nature, established at Verneuil-en-Halatte - 60550 France, Parc Technologique ALATA - B.P. n° 2, represented by Mr Raymond COINTE, duly authorised in his capacity as Managing Director, hereinafter referred to as "INERIS";
6. **Geofyzikální Ústav AV ČR**, based in Bocni II No. 14131 Praha 4, Czech Republic, represented by Pavel Hejda - Director, hereinafter referred to as "IG ASCR";

7. **Oulun Yliopisto**, based in Pentti Kaiteran Katu 1 90014 Oulu, Finland, represented by Taina Pihlajaniemi – Vice Rector for Research, hereinafter referred to as “OULU”;
8. **Lulea Tekniska Universitet**, based in 97187 Lulea, Sweden, represented by Prof. Birgitta Bergvall-Kåreborn – Rector, hereinafter referred to as “LTU”;
9. **University of Keele**, a university established by the University of Keele Act 1962 (10 & 11 Eliz. 2 Ch Xv) and the granting of a Royal Charter in 1962, of Keele, based in Staffordshire, ST55BG, United Kingdom, represented by Dr. Mark A. Bacon, Director of Engagement & Partnership, hereinafter referred to as “KU”;
10. **University of Science and Technology – Academic Computer Centre Cyfronet**, [Akademia Górniczo-Hutnicza im. Stanisława Staszica w Krakowie - Akademickie Centrum Komputerowe Cyfronet] based in Cracow, ul. Nawojki 11, 30-950 Cracow, Poland, represented by prof. Dr hab. Inż. Kazimierz Wiatr – Director, Angelika Zaleska-Walterbach – Deputy Director for Economic and Financial Affairs, hereinafter referred to as “ACK UST”;
11. **Central Mining Institute** [Główny Instytut Górnictwa], based in Katowice, plac Gwarków 1, 40-166 Katowice, Poland, registered in the Trade Register kept by the District Court Katowice-Wschód, VIII Commercial Division of the National Court Register, under the number KRS0000090660 using tax identification number: NIP 634-012-60-16, REGON: 000023461, represented by prof. dr hab. Inż. Eng. Stanisław Prusek – Director, hereinafter referred to as “CMI”;
12. **Polish Mining Group [Polska Grupa Górnicza S.A.]**, based in Katowice, ul. Powstańców 30, 40-039 Katowice, Poland, registered in the Trade Register kept by the District Court Katowice-Wschód, VIII Commercial Division of the National Court Register, under the number KRS0000709363 using tax identification number: NIP 634-283-47-28, REGON: 360615984, with a fully paid-up share capital in the amount of PLN 3 916 718 200,00 zł, represented jointly by Piotr Bojarski – Vice-President of the Management Board for Production and Andrzej Paniczek – Vice-President of the Management Board for Finance, hereinafter referred to as “PMG”;

as member organizations of the Thematic Core Services Anthropogenic Hazard (TCS AH), also referred to as “Party” or “Parties” or “Members”

Preamble:

Whereas the Parties to the Thematic Core Services Anthropogenic Hazard (TCS AH) are providing data and services to the EPOS-ERIC in connection with anthropogenic hazards, in particular those

regarding the exploration and exploitation of geo-resources.

The Parties wish therefore to define their rights and obligations as part of the TCS AH in a consortium agreement, hereinafter the “Consortium Agreement”

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 0: Definitions

“Background” means any data, know-how, Software or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

(a) is held by the Parties before they acceded to the Consortium Agreement or was generated by one of the Parties without any relation to performance of the Consortium Agreement, and

(b) is needed to implement the action or exploit the results in relation to performance of the Consortium Agreement.

“Consortium Board” or “CB” means the decision-making body of the TCS AH.

“EPOS” (European Plate Observing System) means a long-term plan to facilitate integrated use of data, data products, and facilities from distributed research infrastructures for solid Earth science in Europe.

“EPOS-ERIC” means the EPOS European Research Infrastructure Consortium, established on 8 November 2018.

“Results”: means any (tangible or intangible) output of the action such as data, knowledge, Software or information — whatever its form or nature, whether it can be protected or not — that is generated by the Parties after signing of the Consortium Agreement in relation to the performance hereof, as well as any rights attached to it, including intellectual property rights.

“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.

“Core Software”: software belonging to a Party prior to the entry into force of the Consortium Agreement or generated by a Party after signing of the Consortium Agreement but without any relation to the performance hereof.

“Derived Software”: software developed from Core Software under the Consortium Agreement.

There are two categories of Derived Software: Adaptations and Extensions:

“Adaptation”: Derived Software using the same algorithms as the Core Software from which it is derived e.g. the same algorithms rewritten in another language.

“Extension”: Derived Software allowing for access to new functions or performance by comparison to the Core Software from which it is derived.

“New Software”: software created ex nihilo under the Consortium Agreement.

“Work programme”: Work programme means the description of the actions and resources of each Party for the TCS AH defined in Annex 2.

Article 1 Parties to this Consortium Agreement

Parties are organizations contributing to the TCS AH specific tasks as defined in accordance to the Work programme (Annex 2).

1.1 Admission

Any new Party shall sign the Consortium Agreement and describe its activities and resources in Annex 2 as agreed upon with the Consortium Board. The accession of any new Party shall enter into force upon the date of the signature hereof.

Any addition to the TCS AH Consortium of a new Party requires the prior approval of the Consortium Board by unanimous decision. New party admission requires signing of the amended Consortium Agreement.

1.2 Withdrawal

Any Party may withdraw from the TCS AH Consortium upon request, provided that twelve (12) months' prior notice is given to the Consortium Board. The withdrawing Party undertakes to complete its commitments taken up to the date of its withdrawal regarding the joint activities and regarding its potential financial contribution.

1.3 Exclusion

In the event of negligent failure to perform a Party's duties, the Consortium Board may exclude such Party. Such a decision requires the approval of the unanimity of the TCS AH Consortium Board, without the vote of the concerned representative(s).

Article 2 Purpose of this Consortium Agreement

2.1 This Consortium Agreement sets out organizational, managerial and financial guidelines to be followed by the Members of the TCS AH Consortium in order to cooperate with EPOS ERIC.

Article 3 Mission of the TCS AH and commitment of the Parties

3.1 The mission of TCS AH is to integrate – within EPOS – the research infrastructures related to studies of hazards of anthropogenic origin, in particular those caused by the exploration and exploitation of geo-resources. For this purpose, the Parties shall:

- a) maintain and develop its infrastructure resources necessary for provision of service referred to in article 3.2 hereof;
- b) maintain and develop interoperability between its infrastructure resources and the multidisciplinary e-EPOS infrastructure (hereinafter: ICS-EPOS);
- c) support international and inter-institutional cooperation in the research into the above-mentioned hazards;
- d) facilitate education and training within the above-mentioned areas;
- e) develop partnership with the industry to achieve the most complete possible synergy of

science and industry;

- f) provide the industry with innovative solutions (with consideration of the regulations regarding the state aid);
- g) provide the society with accurate information about the anthropogenic hazards, in particular those caused by and connected with the exploration and exploitation of geological resources.

3.2 The Parties of the TCS AH Consortium make best effort to ensure provision of the high-quality service (further on referred to as “the Service”) based on the integrated research infrastructure, providing international scientific community with access to unique datasets and specialized software in the field of induced seismicity, i.e. anthropogenic induced hazards on the surface influenced by geo-resources exploration and exploitation, providing access to:

- a) collection of episodes covering most extensively the variety of specific cases of anthropogenic hazards and high-level services specific for the area of study,
- b) software services,
- c) high power cloud calculations,
- d) possibility for conducting own digital researches within digital episodes,
- e) scientifically proven information on anthropogenic seismicity hazards,
- f) educational platform and source of information for non-specialists.

Article 4 Organization of TCS AH Consortium

The TCS AH Consortium is composed of the following bodies:

4.1 Consortium Board (CB)

The CB is the decision-making body of the TCS AH.

It is composed of one (1) authorized representative of each Party.

Each Party has one (1) vote.

The CB elects a chair among its members, hereafter referred to as the “Chair”, by two third (2/3) majority. The term of its mandate is five (5) years renewable once during the duration of the Consortium Agreement.

The Chair cannot represent a Party in the CB and has no vote right. In case one of the representatives is elected as a Chair, the said Party is obliged to assign a new representative.

The CB may also elect a vice-chair, define her/his legal status in CB and entrust her/him with specific tasks from the general scope of Chair’s tasks. The mandate of the vice-chair lasts for the duration of the mandate of the Chair.

The TCS AH CB’s regulations are detailed in Annex 1.

4.2 The Executive management

4.2.1 The Director

The Director is the executive body. She/he has the overall responsibility for managing the activities decided by the CB and representing the TCS AH Consortium interests and strategy in accordance with the decisions of the CB.

The Director is elected by the CB by two-thirds (2/3) majority. The term of the mandate is five years (5) and may be renewable once.

She/he reports to the Consortium Board.

The Director cannot make any legally binding decisions on behalf of any Party.

The Director cannot represent a Party in the Consortium Board and has no vote right. In case one of the representatives is elected as a Director, the said Party is obliged to assign a new representative.

The person selected for the position of the Director shall be able ensure the proper level of coordination of the important tasks of TCS AH, therein especially the tasks connected with the services related to in Article 3.2 hereof.

4.2.2. Hosting organization

The CB shall select the Party, which will be hosting the Executive management office. The selected Party shall be providing the human and financial resources for the Director position and the administrative support.

Selection of the hosting organization shall be coordinated with election of the Director and the same selection procedure shall be applied. The hosting organization operate as such for the duration of the mandate of the Director with whom it was selected.

4.2.3 Sections

4.2.3.1 the following sections are established:

- a) Section for implementation of TCS AH Services;
- b) Administration law & accounting;
- c) Section for episodes integration and application implementation;
- d) Section for promotion and dissemination;
- e) Section for projects & partnership.

The purpose of theses sections is detailed in VI annex 2.

4.2.3.2 The sections are organized by each Party within its obligations indicated in Annex 2 hereof.

4.2.3.3 The modifications to the sections shall be introduced by the Consortium Board taken into account the needs presented by the Director. The modification to the sections does not constitute modification hereof.

4.3 The User Committee

A User Committee shall be set up composed of main representatives of the community selected by the Consortium Board by two-thirds (2/3) majority. The term of the mandate of every member is five years (5) and may be renewable once.

CB defines the detailed rules regarding nomination of candidates for User Committee and the number of its members at the first meeting. CB is also entitled to amend the adopted regulation. The CB decides the above-mentioned issues with the 2/3 majority.

The User Committee shall designate a Spokesperson who shall advise the Director. She/he can be invited to attend the meetings of the CB without no rights to vote.

The User Committee shall form the policy for gaining and using User feedback concerning the Service related to in Article 3.2 hereof.

4.4 The Data Provider Committee

A Data Provider Committee shall be set up composed of main representatives of data providers selected by the Consortium Board by two-thirds (2/3) majority. The term of the mandate of every member is five years (5) and may be renewable once.

CB defines the detailed rules regarding nomination of candidates for the Data Provider Committee and the number of its members at the first meeting. CB is also entitled to amend the adopted regulation. The CB decides the above-mentioned issues with the 2/3 majority.

The Data Provider Committee shall designate a Spokesperson who shall advise the Director. She/he can be invited to attend the meetings of the Consortium Board without no rights to vote.

The Data Provider Committee shall form the policy concerning requirements as to the quality of the provided data and quality control.

4.5 The Innovation Advisory Committee

The Consortium Board may act in the extended composition as the Innovation Advisory Committee, including representatives of TCS AH Stakeholders from academia, industry, science, local and central administration bodies, society and others, invited by the Consortium Board.

The Innovation Advisory Committee has a consulting role in the decision making process of TCS AH.

The Chairman of the Consortium Board or one of the vice-chairs presides over the works of the Innovation Advisory Committee, calls and organizes its meetings.

Article 5 Work programme of the TCS AH

The Work programme and the resources of each Party are detailed in Annex 2.

The Work programme of the TCS AH Consortium will be updated annually, as well as the related resources.

Article 6 Rights and Obligations of the Parties

Each Party undertakes to take part in the efficient implementation of their responsibilities within the activities of the TCS AH Consortium, and to cooperate, perform and fulfil, promptly and on time,

all of its obligations as may reasonably be required from it and in accordance with Annex 2. Each Party undertakes to notify promptly, in accordance with the governance structure of the TCS AH Consortium and EPOS-ERIC any significant information, fact, problem or delay likely to affect the activities of the above. Each Party shall promptly provide all reasonably required information having bearings on other TCS AH Consortium or EPOS-ERIC activities. Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

Article 7 Resources

Each Party shall be responsible for its own resources, as described in Annex 2.

Any additional contribution shall be subject to a decision of the Consortium Board.

A Party may refuse to contribute additional resources beyond the contribution that would be due to meet the agreed level stated in the most recent Work programme, using veto right related to in Annex 1.

Any distribution of common funds allocated jointly to all the members of TCS AH Consortium by EPOS-ERIC or any third party and designated for realization of purposes of the TCS AH Consortium shall be subject to a decision of the Consortium Board by two-thirds (2/3) majority and to set up of the related agreements.

Any decision regarding a joint budget (i.e. the budget created from the financial contributions of the Parties) requires an unanimous vote of the Consortium Board and shall be subject to an amendment of the Consortium Agreement.

Article 8 Data and Intellectual Property Rights

8.1. General Principles

The principles and process of handling data and intellectual property rights within the activities of the EPOS-ERIC are laid down in the data policy (Annex 3). The provisions of the policy are complemented with this article.

The rules concerning data and intellectual property rights established herein shall apply unless the Parties stipulate differently in the individual agreements regulating data and intellectual property rights to particular piece of Background or Results. If these individual agreements are not signed by all the parties of the Consortium Agreement, the drafts of these agreements shall be submitted to the Consortium Board for information before signing.

8.2. Ownership of Results

8.2.1 Management of Results

Results obtained in the framework of the Consortium Agreement shall belong to the Party or Parties generating it.

In case of Results generated by several Parties, hereinafter referred to as "Joint Owners", the co-ownership rate and intellectual property costs will be shared between the said Parties in proportion to their input.

In case of Results, the Parties may designate between them an intellectual property manager

(hereafter “IP Manager”) during a meeting of the Consortium Board. The IP Manager will manage and monitor the protection of the Results. The detailed rules concerning the position of IP Manager shall be defined by CB.

In the event that, at least two French public Parties are included among the Joint Owners, such French public Parties shall designate between them a representative, hereafter « Representative », in accordance with the “Décret n°2014-1518 of 16 décembre 2014 relatif au mode de désignation et aux missions du mandataire prévu à l’article L. 533-1 du code de la recherche and Arrête du 19 juillet 2016 relatif aux modalités de prise en charge des frais engagés par le mandataire unique prévu à l’article L. 533-1 du code de la recherche”.

The Parties undertake to sign in good faith any legal instrument enabling them to exercise proprietary rights over the Results in accordance with the Consortium Agreement prior to any exploitation.

It is agreed that the Parties shall proceed in the interest of the inventors, in accordance with the legislation.

8.2.2 Software

The **Core Software** shall remain the property of the Party which holds it prior to the signing of the Consortium Agreement or who generated it after signing of the Consortium Agreement without any relevance to the Consortium.

Adaptations carried out, regardless of the author, in the framework of the Consortium Agreement, shall be the property of the Party owning the Core Software. Accordingly, where the Party having carried out Adaptations is not the owner of the Core Software, it undertakes to assign the right of use of such Adaptations, free of charge, to the Party owning the Core Software, including the right to reproduce, represent, translate, adapt, arrange, alter and market the Adaptation.

Each Party shall be the owner of the **Extension** produced by it within the framework of the Consortium Agreement, together with the owner of the Core Software from which such Extensions are derived in the proportions reflecting their input.

Extensions produced jointly by the Parties, regardless of which party is the initial owner of the Core Software from which such extensions are derived, shall be the joint property of the Parties who generated it.

The New Software shall be the jointly owned property of the Parties who generated it.

The rules concerning management of the Results established in the Article 8.2.1, and the rules concerning use of Results established in the Article 8.3 shall apply accordingly.

8.3 Use of Results

In case of joint ownership: each of the Joint Owners shall be entitled to use their jointly generated and jointly owned research Results, whether patentable or not, for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other Joint Owner(s). Each of the Joint Owners shall be entitled to otherwise exploit the jointly owned research Results and to grant (exclusive or non-exclusive) licenses to third parties if the other Joint Owners are given prior notice and compensation, provided that the third party offered compensation.

Subject to any third-party rights, each Party hereby grants to the other Parties a non-exclusive,

royalty-free license to use its Results for the purpose of carrying out tasks explicitly agreed upon and detailed in the Work programme under this Consortium Agreement. Each Party shall be responsible for securing rights, to the necessary extent, to such Results from its employees, students, and/or any sub-contractors

8.4. Background

Each Party shall own and continue to own its Background and nothing in this Consortium Agreement shall transfer those rights to another Party. The Parties do not intend any other assignment of or license to Background than is explicitly provided for in this Consortium Agreement.

Subject to any third-party rights, each Party hereby grants to the other Parties, a non-exclusive, royalty-free license under the owning Party's Background to use the owning Party's Background for the purpose of carrying out the tasks explicitly agreed upon and detailed in the Work programme under this Consortium Agreement. Furthermore, the Parties have a royalty-free, non-assignable right to use Background for further use within the activities of the EPOS-ERIC unless it was explicitly restricted by the entitled Party.

Article 9 Confidentiality

9.1. General Principles

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 activities under this Consortium Agreement 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 fifteen (15) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

9.2. Obligations

The Recipients hereby undertake, for a period of four (4) years after the termination of the Consortium Agreement:

- 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.

Notwithstanding the previous, a Party may disclose Confidential Information in order to comply with law or a court order.

The Parties are obliged to ensure preservation of the rules of confidentiality herein included by its employees delegated to tasks connected with performance of the CA.

The Hosting organization shall sign the confidentiality agreement with all the members of the CA bodies who are not employees of one of the Parties in order to assure preservation of the rules of confidentiality herein included.

Article 10: Dissemination

10.1 General rules

For the avoidance of doubt, nothing in this Article 10 has impact on the confidentiality obligations set out in Article 9.

The dissemination of the Results and Background is regulated primarily by the rules established in Annex 3 hereto

10.1 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 given piece of Result or Background is already published.

10.2 Obligation to cooperate

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

10.3 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.

Article 11 Liability

Except as otherwise specifically agreed, each Party shall only be liable towards the other Parties for direct damages, whether based on personal injury or material damage, it or the persons charged with the fulfilment of its obligations have caused through gross negligence or willful misconduct.

No Party shall be liable to any other Party for special, collateral, incidental or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue, or loss of contracts.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from any breach of any of the provisions of this Consortium Agreement or arising out of the termination of this Consortium Agreement.

Each Party is liable only for its own part and the Parties do not have joint liability against third parties or the EPOS ERIC.

Article 12 Duration of this Consortium Agreement

12.1 Entry into force

This Consortium Agreement shall come into force on the last date of signature by the Parties, hereafter the "Effective Date".

12.2 Expiration

Without prejudice to the 1.2, 1.3 and 12.3, this Consortium Agreement will terminate ten (10) years after its Effective Date, unless otherwise agreed unanimously by the Parties.

12.3 Termination or extension

This Consortium Agreement may be extended or terminated before expiration date by an unanimous decision by the Consortium Board after a proposition by any Party, in accordance to the rules provided in Annex 1.

In case so many Parties have withdrawn or have been excluded that the minimum amount of three Parties cannot be reached anymore, this Consortium Agreement shall be considered terminated, unless the Consortium Agreement terms are confirmed by unanimous decision of the Consortium Board between the remaining Parties.

13.4 Survival of rights and obligations

The provisions relating to Confidentiality, for the time period mentioned therein, as well as for Intellectual Property Rights and Liability 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 Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Article 14 Amendment procedure

Amendment proposals may be submitted to the Consortium Board by any Party.

Amendment proposals shall be listed on the agenda communicated with the invitation to the Consortium Board.

All Annexes are an integral part of the Consortium Agreement.

Notwithstanding the foregoing, in order to modify and/or update the Annexes, it is not necessary to follow the same procedure as for amending the Articles of the Consortium Agreement. The Annexes 1, 2 and 3 can be modified and/or updated by decision of the Consortium Board in accordance to the regulations set up in Annex 1. Annex 3 may be modified by the decision of the EPOS ERIC.

Article 15 Miscellaneous

15.1 Language

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

15.2 Applicable law

In case of any dispute between the Parties arising in connection hereto, this Consortium Agreement shall be construed in accordance with and governed by the laws of the defending party. The defending party is the one indicated by the party which formally initiated (notified about) the dispute. Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

15.3 Settlement of disputes

The parties shall endeavor to settle their disputes amicably within the structures of the Consortium Agreement on the forum of the Consortium Board.

In case the Parties were not able to settle the dispute on the forum of Consortium Board within 90 days from notification from one of the Party of such a dispute, such a dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) calendar days of the commencement of the mediation, the courts of the defendant shall have exclusive jurisdiction.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

List of Annexes

Annex 1: Regulations of the TCS AH Consortium Board

Annex 2: Work Programme

Annex 3: Data policy