



D1.1 Internal Communication platform

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Dissemination level: Public

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HISTORY OF CHANGES			
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0.2	20/02/2023	Antonella Fresa, Valentina Bachi	Advanced draft
0.2	27/02/2023	David Iglésias Franch	Peer review
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EXECUTIVE SUMMARY

This deliverable illustrates the communication platform and tools in use in the context of the Eureka3D project. It describes the various tools used by the consortium members, the communication measures and the data policies implemented in each tool by the service provider.

It also provides information on the protection measures that the project implements for third parties' data, collected and managed in the context of any action for outreach, such as the creation of mailing lists of interested users, registration in project's events, and circulation of newsletters.

Finally, it provides information for good practices implemented in the project's management and guidelines offered to project partners for high-quality deliverables.

The document is composed of the following chapters:

1. Introduction
2. Internal communications space and tools
3. Data management and GDPR Compliance
4. Project's management
5. Guidelines for high quality deliverables
6. Conclusions

As an annex, the project's consortium agreement is provided.

1. INTRODUCTION

This report describes the internal communications space and tools that the project is using.

It also provides a description about:

- where the data is stored
- measures regarding GDPR compliance, for both data provided by consortium partners and data lawfully collected for communication purposes from the stakeholders upon their consent.

Guidelines for high-quality deliverables and management are included.

ROLE OF THIS DELIVERABLE IN THE PROJECT

Besides offering a panorama on the internal communication tools used in the project to-date (M2), the deliverable serves to take into account data protection and GDPR issues also for possible additional communication tools implemented or used in the project in the future.

Besides, the deliverable offers a recap of the main aspects of communication, management and monitoring processes in Eureka3D, and guidelines for partners to produce high quality deliverables.

2. INTERNAL COMMUNICATIONS SPACE AND TOOLS

The EUreka3D communication initiated since May 2022 in the proposal stage, when the group of partners was created. One-to-one emails, video meetings and a Basecamp were used to establish internal communication. These tools are still in use in the project, and others are added or will be added in the course of the project.

In particular, to-date (February 2023) the project's internal communications space is composed of the following elements:

- Basecamp
- Mailing list
- Project's repository
- Tools for teleconferencing

BASECAMP

Basecamp is a platform that offers tools and methods for the communication among the members of a project's team.

Since the proposal stage, the group of partners created a Basecamp instance offered by the Cyprus University of Technology. This Basecamp is maintained also for supporting internal communication between partners in the course of the project.

The following tools of Basecamp are used in Eureka3D for its internal communication:

- messaging system to share and to follow the communications among the partners on the various threads;
- To-do functionality and calendar to keep track of the actions requested to partners and of the upcoming project's meetings and events.

A section "Docs and Files" is used to collect and share different types of materials:

- The original documents of the proposal
- The official version of the Grant Agreement
- The consortium agreement
- Policy documents
- Deliverables produced in the project
- Digitization guidelines (the VIGIE Study)
- Other materials for partners to consult
- Other agreements for digitization process
- Logos and communication templates
- A Meetings folder that contains for each meeting the agenda, zoom link, minutes, action items and outcomes afterwards.

ADMIN MAILING LIST

A general mailing list is also created including the main contact(s) for each project partner upon the agreement of the person (either provided in written or orally) to be included in the list. The mailing list is operated on the server provided by company Aruba s.p.a., offered for use in the project by Promoter, who is a member of Photoconsortium and who provides this service as in-kind contribution in the project: eureka3d@promoter.it.

While the Basecamp is intended as the main communication tool for the project partners, the mailing list is used for administrative communication that needs to timely reach all the partners. The Basecamp in fact allows users to turn off email notifications and this risks to delay the receipt of urgent communication. For this reason, a very general mailing list grants a better and more secure outreach to partners, albeit this communication tool will be used parsimoniously and only in case of urgent needs.

REPOSITORY

In addition to the Basecamp, a repository for all finalized documents, including minutes of the meetings, deliverables and dissemination materials, will be installed in the project's website that is currently being developed and will be published shortly. Access to repository is reserved to project partners upon log in with private credentials. The repository will contain only the finalized (i.e. approved by the project partners) versions of the document. Work-in-progress documents will be shared via the Basecamp until their completion and approval. Then, a copy of the finalized document remains stored in the Basecamp and another copy is stored in the project's repository.

VIRTUAL CONFERENCE TOOLS

The project will massively use teleconferencing for both internal meetings and external events.

The Zoom platform that will mostly be used is kindly offered by partner CUT, but possibly also other similar services, such as for example Google Meet, can be used in the project for hosting virtual meetings by the project's partners.

If recording of the meeting is desired or deemed necessary, participants in the meetings are informed and provide their consent to recording, by accepting to participate in the teleconference. The video recording in that case will be safely stored in the Basecamp and used only for internal review of the discussions held in the meeting.

In case the recordings are intended to be published afterwards on project's and/or partners' channels, specific consent to this will be requested to the teleconference participants.

3. DATA MANAGEMENT AND GDPR COMPLIANCE

In Eureka3D two types of data are treated.

The first type is the data of website visitors and of registered participants in the project's newsletter and mailing lists. Such data comes from outside the consortium, about persons who are not directly involved with deploying the project's activities. This data is collected mainly via the project's website, via direct contacts with the concerned persons (e.g. by email exchanges) and by the project partners via their own channels and communication tools.

Second type of data is that of the partners who collaborate in the various activities, and who use the different internal communication tools of third parties' services as already mentioned (Basecamp, mailing list, repository).

All the personal data are treated in compliance with the European General Data Protection Regulation 2016/679.

PROJECT WEBSITE

The project's website is currently under construction, and it will be described in the D4.1 Dissemination and exploitation plan that is scheduled to be submitted at month 6.

In the project's website a disclaimer and privacy policy page will be included for users to know:

- who is responsible for the information published on the website and the licensing of texts and images
- who is responsible for data management and the scopes for which personal data may be collected (e.g. inclusion in project's mailing lists)
- who is the controller of the data and the rights of the users (such as revocation of consent; access, rectification, erasure and restriction of data processing; rights to object and to file complaints to authorities)
- measures for data security

Consent forms and contact boxes, to enable website visitors to provide their consent to receiving project's communications, will be included in the project's website. The data to be collected from the users upon their consent are the email address and, optionally, the organization name.

NEWSLETTER

Communication services such as e.g. Sendinblue or Mailchimp for newsletter circulation may be used by the project to communicate with interested users upon their consent to receive project's mailings.

The data transferred to such platforms will be used exclusively for the purpose of Eureka3D communication and not transferred to any other party.

DATA MANAGEMENT OF THIRD PARTIES' SERVICES IN USE

BASECAMP

The Basecamp is a product built and maintained by 37signals LLC, an US company. The service is operated in the United States, this means that any information will be transferred to and stored in the United States. According to the European Data Protection Board (EDPB), based on which personal data transferred out of the EU must be treated with the same level of protection that is granted under EU privacy law, the 37 signals LLC has adopted a compliant data processing to ensure this protection.

When a contact is added in a project on Basecamp, it is necessary to provide identifying information such as name, email address, and (optional) a company name. Optionally, it is possible to add the role and a profile picture. Basecamp allows to personalize the account, turn on/off email notifications.

Basecamp is committed not to sell personal information to third parties, and it will not use information in marketing statements or communication without asking for consent.

All data is encrypted via SSL/TLS when transmitted from the provider's servers to user's browser. The database backups are also encrypted. The content published in Basecamp is stored and kept accessible as long as the account is active. If the account is deleted, the content will also be deleted within 60 days.

More information about privacy and data policies in Basecamp is available at <https://basecamp.com/about/policies/privacy>

ARUBA

The servers which host the project's administrative mailing list are operated by Aruba under a contract with Promoter S.r.l. that is a member of the Photoconsortium Association. Aruba S.p.A. is an Italian company based in Italy; personal and administrative data is managed in Europe, in accordance with European laws. Aruba uses such data exclusively to provide the services that the customer has purchased, and data is not sold to third parties.

Aruba's main services are managed exclusively within Italian data centres. These are property infrastructures, which are secure, reliable and compliant with the highest standards (Rating 4) ANSI/TIA 942.

More information about privacy and data policies of Aruba are available at <https://www.aruba.it/en/gdpr-european-data-privacy-regulation.aspx>.

ZOOM

Zoom is a product and service operated by Zoom Video Communications, Inc. that is located in California, US. As with Basecamp, for customers based in the European Union the company complies with the European Data Protection Board provisions. In the use of Zoom, a variety of information that Zoom can associate with an individual person are collected. Zoom uses personal data principally to provide products and services to account owners, their users, and those they invite to join meetings. Zoom may provide personal data to third parties only with consent.

Zoom employees do not access meeting, webinar, messaging or email content (specifically, audio, video, files, in-meeting whiteboards, messaging or email contents), or any content generated or shared in meetings, and does not use such data for any marketing or promotions.

More information about privacy and data policies of Zoom are available at: <https://explore.zoom.us/en/privacy/>

SENDINBLUE

Sendinblue is a service provider based in France and provides solutions relating to marketing and/or transactional email and/or SMS, through its sending platform. Sendinblue collects data from Users in order to make the Services for which they have subscribed to the platform available to them.

The data processing carried out by Sendinblue on behalf of the User includes: Storage of contact lists uploaded by Users; Sending messages by email or SMS, whether automated or not; Retention and analysis of email deliverability data; Retargeting display; Collection of unsubscriptions and User information affected; Collection of consents (in the event that the User uses the Sendinblue form to retrieve contact data from Grant Agreement n. 101100685

their own site). The Users are responsible for the accuracy of the information they provide and undertake to update the information concerning them or to notify Sendinblue without delay of any change affecting their situation.

Sendinblue shall store messages sent through its platform on behalf of the Users. Distribution lists shall be maintained as long as the Users correctly set up and update their account. Sendinblue shall protect the integrity, confidentiality and administrative, material and technical security of the Users' personal information. Sendinblue has taken all necessary precautions to preserve the security of data and, in particular, to prevent it from being accessed by unauthorized third parties, distorted, or damaged. More information is available at <https://www.sendinblue.com/legal/termsfuse/>

OTHER TOOLS

GOOGLE MEET

Google Meet can be used as an additional videoconferencing tool alternatively to Zoom. Google Meet adheres to the same robust privacy commitments and data protections as the rest of Google Cloud's enterprise services. Google Cloud (which offers Meet) does not use customer data for advertising. Google Cloud does not sell customer data to third parties. Customer data is encrypted in transit and Meet recordings stored in Google Drive are encrypted at rest by default. Meet does not have user attention-tracking features or software. Google does not store video, audio, or chat data unless a meeting participant initiates a recording during the Meet session. More information is available at: <https://support.google.com/meet/answer/9852160>

MAILCHIMP

Mailchimp is a registered trademark of The Rocket Science Group and is a provider based in the US offering different types of services. Mailchimp can be used in the project as an additional mailing tool alternatively to Sendinblue. The User opening an account on Mailchimp for the scope of sending mailings to a list of contacts shall retain all right, title, and interest in and to the material, content, data, and information (including personal information and the personal information of others) submitted to Mailchimp in the course of using the Service, for which the User grants Mailchimp Subject permission to use or disclose such content (including any personal information therein) only as necessary to provide the Service. Users are responsible that they own or have otherwise obtained all necessary rights, releases, and permissions to submit all the content to the Mailchimp service; that that content and its submission and use will not violate any applicable law, not any third-party intellectual property, privacy, publicity, or other rights, nor any policies or terms governing the content.

Mailchimp acts as a data processor on behalf of the User by performing the requested services, and fully complies to GDPR. More information is available at <https://mailchimp.com/en/legal/>

4. COMMUNICATION SUPPORT TO THE PROJECT'S MANAGEMENT

In EUreka3D, project management is a process that was planned and anticipated since the proposal stage and which considers allocation of well-defined responsibilities, a continuous project coordination and monitoring, the assessment of risk occurrences and, if necessary, the resolution of any project problems and disagreements. In this light, a good communication is based on the knowledge and correct interpretation of roles.

The details of the roles are described in the Consortium Agreement that the partners signed before the project's start, and which is attached as annex to this deliverable. A summary of the relevant roles and responsibilities is provided in the next paragraph.

ROLES AND RESPONSIBILITIES

The coordinating partner Photoconsortium allocated two main roles, whose duty is to supervise the implementation of this management process and organise documentation, communication and coordination among partners, to align the progress towards the various tasks, achievements and desired outcomes.

The Project Coordinator is Dr. Antonella Fresa, and she is assisted by a Project Manager, Dr. Valentina Bachi. Both have a longstanding experience with international projects in various European programmes.

The project's activities are grouped under Work Packages (WPs) and each WP has a WP leader and Task leaders. A number of project's bodies are formed by partner representatives with the scope of coordinating specific parts of the action, as described in the Consortium Agreement.

In particular the Consortium Agreement identifies the following bodies: Project Management Board; WP Leaders and WP Teams; the Editorial Board.

MANAGEMENT STYLE AND MONITORING PROCESS

Besides formal internal rules for project management and conflict resolution methods, as indicated in the Consortium Agreement, good communication tools and a serious yet friendly approach in the relationship with persons are important to ensure a continuous flow of information among partners and to build mutual trust and familiarity. Being the group of partners not very large and with some existing relationships due to past projects, it is expected that the general atmosphere of the EUreka3D project is oriented to cohesiveness and positiveness. Creative solutions and synergies will be encouraged throughout the project.

The monitoring process is managed regularly, with direct communication between the coordinating partner Photoconsortium, WP/Task Leaders and partners. A recurrent progress meeting is set on a monthly basis, online, and the coordinating partner Photoconsortium is responsible for agenda and for sharing minutes of the meetings in due time as agreed in the Consortium Agreement. Each monthly progress meeting starts with a review of open and upcoming tasks and pending actions, to be illustrated by each WP Leader and discussed in the group, and is concluded with the agreement on the list of action items to be performed by the relevant partner/s, according to specific deadlines.

An example for standard agenda items of the monthly meeting is the following:

- Participants' call and short tour around the "table";
- Checklist of progress and open tasks according to the activity plan
 - WP1
 - WP2
 - WP3
 - WP4

- Special topics to discuss (defined in the meeting), deviations, possible issues;
- Action items and next steps in WPs and tasks;
- Date of next meeting.

A particular attention is given in advance to the expected outcomes against their contractual deadline, such as submission of deliverables and milestones approaching. Each partner must deliver a regular report on the progress of the tasks they are involved in, the status of deliverables holding responsibility for, any possible delay or deviation and resolution measures. In general, the monthly progress meetings serve to collect the information that is then included in the interim and final project reports.

The Coordinator will require to the partners that have the role of WP leaders to participate in writing the parts that concern their respective WPs, in each of the biannual activity reports, and to all the partners to review the final document before submission. The WP leaders are responsible to gather the information that concern each task belonging to that WP.

5. GUIDELINES FOR HIGH-QUALITY DELIVERABLES

The Coordinator is responsible for the timely submission of deliverables in the SyGMA reporting system, while each deliverable's leader is responsible for its preparation and submission to the Coordinator for approval. The Coordinator provides all partners leading a deliverable with a template to be compiled, in order to ensure all deliverables have a similar structure and consistent appearance.

In general, each deliverable starts with an Executive Summary, provides an Introduction where the role of the deliverable in the project is announced, and ends with Conclusions. If useful, the deliverable can include Annexes.

The partner leading a deliverable is fully responsible for the content of the deliverable that needs to be truthful and compliant to the corresponding tasks as actually performed and to the outcomes eventually achieved. Any deviation or underperformance in respect to expected outcomes or possible KPIs need to be duly explained and justified, describing also the correction measures applied or planned.

Some recommendations on how to write a high-quality deliverable follow:

- the template is indicative and will be filled out according to each deliverable and the consideration of the responsible partner: in any case, it is recommended to include, as far as possible, the points established in the table of contents;
- the text must be concise and effective in explaining the activities, objectives and results achieved;
- we ask for brevity and simplicity: the deliverable is reviewed by partners not involved in the tasks, so it is important to avoid jargon or complex texts since not all partners are specialists in all the disciplines involved in all the tasks;
- authors are encouraged to illustrate the text with images, graphics, etc. that facilitate understanding.

Quality checks on content compliance and language are performed by other partners who are not authors, prior document's submission. To ensure the quality of written deliverables, the documents are reviewed also by the Coordinating team, ensuring that: the information is accurate and compliant to the milestones that are achieved with the deliverable, and the texts are understandable, concise and enjoyable for personnel outside of each specialty.

The allocation of peer review roles to the partners was decided at the kick-off meeting. A draft deliverable is provided by the responsible partner for review on average 15 days in advance the deliverables deadline, and peer reviewers are requested to provide comments in 10 days. Last final review happens before the submission deadline in order to timely upload the final document in the SyGMA reporting system.

6. CONCLUSIONS

This deliverable illustrated the communication platform and tools in use in the context of the Eureka3D project, providing description of the various tools, the communication measures and the data policies implemented in each tool by the service provider. Also, the deliverable provided information on the protection measures that the project implements for third parties' data that the project collects and manages for communication/dissemination purposes.

At the time of writing, tools like Basecamp, a mailing list and videoconferencing tools are regularly used by the partners, while an upcoming project repository will be integrated in the project's website. We expect to also use service providers such as e.g. Sendinblue for mailings about the project (newsletters) to a list of contacts that will be built collecting consent by interested users.

Additionally, good practices implemented in the project's management and internal communication, with identification of roles and responsibilities that are specified in detail in the project's Consortium Agreement are provided, together with guidelines for high-quality deliverables.

ANNEX: THE EUREKA3D CONSORTIUM AGREEMENT

Consortium Agreement

EUREKA3D - EUROPEAN UNION'S REKONSTRUCTED CONTENT IN 3D

Project: 101100685 — Eureka3D — DIGITAL-2022-CULTURAL-02

Change records

Version	Changes	Author
v0.1	1st Draft 14/10/2022	Valentina Bachi Antonella Fresa
v.1.0	Reviewed after partners' comments 15/11/2022	Valentina Bachi Antonella Fresa

THIS CONSORTIUM AGREEMENT is based upon

Regulation (EU) 2021/694 of the European Parliament and of the Council of 29 April 2021 establishing the Digital Europe Programme and the rules for participation and dissemination (hereinafter referred to as “Rules for Participation”), and the European Commission Digital Europe MGA - Model Grant Agreement and its Annexes established for Project 101100685 — EUreka3D, and is made effective as from 01 January 2023, hereinafter referred to as the Effective Date,

BETWEEN:

1. ‘the Coordinator’: INTERNATIONAL CONSORTIUM FOR PHOTOGRAPHIC HERITAGE (PHOTOCONS), PIC 923985917, established in VIA DELLA BONIFICA 69, PECCIOLI 56037, Italy,
2. TECHNOLOGIKO PANEPISTIMIO KYPROU (CUT), PIC 999597223, established in ARCHBISHOP KYPRIANOS 31 SAVINGS COOPERATIVE BANK BUILDING 3RD FLOOR, LEMESOS 3036, Cyprus,
3. AYUNTAMIENTO DE GIRONA (CRDI), PIC 966594428, established in PLACA DEL VI 1, GIRONA 17004, Spain,
4. BIBRACTE (BIBRACTE), PIC 920289635, established in CENTRE ARCHEOLOGIQUE EUROPEEN, GLUX-EN-GLENNE 58370, France,
5. MUSEO DELLA CARTA DI PESCIA ENTE DEL TERZO SETTORE E ORGANIZZAZIONE NON LUCRATIVA DI UTILITA' SOCIALE (MoP), PIC 886090539, established in PIAZZA DELLA CROCE 1, PESCIA 51017, Italy,
6. STICHTING EUROPEANA (EF), PIC 998263958, established in PRINS WILLEM ALEXANDERHOF 5, DEN HAAG 2595 BE, Netherlands,
7. STICHTING EGI (EGI), PIC 989221715, established in SCIENCE PARK 140, AMSTERDAM 1098 XG, Netherlands,
8. Affiliated Entity AKADEMIA GORNICZO-HUTNICZA IM. STANISLAWA STASZICA W KRAKOWIE (AGH), PIC 999844573, linked to STICHTING EGI (EGI)

hereinafter, jointly or individually, referred to as “Parties” or “Party”, relating to the Action entitled European Union's REKconstructed content in 3D

in short

EUreka3D -

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 DIGITAL-2022-CULTURAL-02 call on 17 May 2022 coordinated by responsible unit HADEA/B/02 of European Health and Digital Executive Agency (HaDEA).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement for project N° 101100685) signed by the Parties and the Funding Authority (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:

1. SECTION: DEFINITIONS

1.1 Definitions

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

1.2 Additional Definitions

“Consortium Body”: Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

“Grant Agreement”: Grant Agreement means the description of the Project and the related agreed budget as first defined, and which may be requested for amendments, if applicable, by the Project Management Board.

“Funding Authority”: Funding Authority means the body awarding the grant for the Project and is the European Commission.

“Defaulting Party”: Defaulting Party means a Party which the Project Management Board (PMB) 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 technically or legally impossible, significantly delayed, such that completion of associated tasks under the Grant Agreement would not be reasonably possible within the anticipated duration of the Project, or require significant additional financial or human resources not foreseen in the Grant Agreement.
- 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” means: Software 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.

“Background” means: Any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights (excluding rights on metadata and digital objects shared with Europeana, which are covered by the Data Exchange Agreement (DEA)) — that:

- is held by the beneficiaries before they acceded to the Agreement, and
- is needed to implement the action or exploit the results,

- ❑ is identified and agreed upon in writing by beneficiaries

“Results” means: any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights. For the avoidance of doubt, newly digitised content within the project must be compliant with Tier 4 of the Europeana Publishing Framework which allows all types of reuse - commercial and non-commercial.

“Non-Commercial Activities” means: the use for academic / teaching / scientific / dissemination / education purposes, or mere internal use, and

- ❑ excludes use in contract research (i.e. rendering a research service against payment to a customer, using the joint Result), even when the charge is mere cost reimbursement without profit;
- ❑ excludes use of results for royalty bearing activities (such as licensing) or other activities leading to monetary benefits (e.g. use in developing, creating or marketing a product or process or creating and providing a service or use in standardisation activities);
- ❑ includes use in further (funded or unfunded) cooperative research projects. However where such use leads to a grant of further user rights to others (e.g. project partners) for royalty-bearing or other activities leading to monetary benefits, such further user rights shall not be included in the category of non-commercial activities under this bullet point.

2. SECTION: 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.

3. SECTION: 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 may become a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and counter-signature by the Coordinator. Such accession shall have effect from the date identified in the accession document. The new Party will also accede to the Grant Agreement using the relevant Grant Agreement Accession Form.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfillment 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 PMB and the leaving Party. This includes the obligation to provide all input, deliverables, and documents for the period of its participation.

4. SECTION: 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.

Without constituting any kind of warranty, 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 PMB, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the PMB 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.

5. SECTION: 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, unless otherwise specified by a separate Agreement such as the Europeana Data Exchange Agreement,

- 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 willful act or by a breach of confidentiality.

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 III of the Grant Agreement provided such damage was not caused by a willful act or gross negligence.

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.

6. SECTION: GOVERNANCE STRUCTURE

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

- ❑ 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. The Coordinator of the Project is PHOTOCOSORTIUM.
- ❑ The Project Coordinator (PC) is a senior project manager of the Coordinator who chairs the Project Management Board. The PC is responsible for the quality assurance and for guiding, tracking and monitoring the overall quality of the work produced. Appointed PC is dr. Antonella Fresa, vice president of PHOTOCOSORTIUM.
- ❑ Project Management Board (PMB) is the ultimate decision-making body of the consortium. The PMB shall supervise progress and address issues that derive from the implementation of the project as reported along the lines of operational control, assess the identified risks, take decisions about corrective actions and where appropriate try to resolve conflicts as they arise otherwise it will refer the matter to the PC with the necessary recommendations. Moreover, the PMB is responsible for the coordination of the overall legal, contractual, ethical, financial and administrative management.
- ❑ Work Package Leaders (WP Leaders) manage the various project's activities to be carried out in collaboration with the assigned partners who participate in the Work Package. In conjunction with the PC and the relevant partners, the WP Leader is responsible for the follow up of the work in compliance with the objectives and general scope of work as agreed by the PMB. The WP Leaders of the Project are as follows:
 - WP1 Project management and coordination: PHOTOCOSORTIUM
 - WP2 Capacity building for CH digital transformation and 3D digitisation: CUT
 - WP3 Digital infrastructure and integration of services and tools: EGI
 - WP4 Communication, dissemination and sustainability: CRDI
- ❑ Technical Board (TB) coordinates the technical development in the two technical domains of the project, namely: e-infrastructure services and content quality control. The e-infrastructure services part is coordinated by EGI and the content quality control is coordinated by CUT, under the lead of prof. Marinos Ioannides, Cyprus University of Technology. The e-infrastructure services will guarantee the provisioning of cloud resources for supporting piloting and development activities and the transparent access to the federated resources of the EGI Federation using authentication and authorization access mechanisms. The content quality control part will monitor the quality of the objects to be harvested, according to the unique results achieved by the EU VIGIE/654. A group of key

multidisciplinary experts will be appointed in the first three months of the project to participate in the Board.

- Editorial Board (EB) coordinates the production of texts, galleries, news releases, and any publishable material to appear in the Europeana website and social media and any other project’s channel.. It is led by CRDI in its role of WP4 Activity Leader, who works in collaboration with Europeana Foundation that is responsible for planning the publication of the editorials on the Europeana portal.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as “Member”):

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
Plenary meeting	<p>Every 6 months, in person or online as appropriate.</p> <p>The first plenary meeting corresponds to the kick-off meeting organized by the Coordinator in Pisa.</p> <p>Participation of all the partners is mandatory.</p>	At any time upon request of 1/3 of the Members of the PMB
PMB	Monthly	When requested by at least 1/3 of the WP Leaders

6.2.2.2 Notice of a meeting

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

	Ordinary meeting	Extraordinary meeting
Plenary Meeting	30 calendar days	15 calendar days
PMB	30 calendar days	15 calendar days

6.2.2.3 Sending the agenda

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

	Ordinary meeting	Extraordinary meeting
Plenary Meeting	10 calendar days	5 calendar days
PMB	10 calendar days	5 calendar days

6.2.2.4 Adding agenda items

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

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

	Ordinary meeting	Extraordinary meeting
Plenary Meeting	5 calendar days	3 calendar days
PMB	5 calendar days	3 calendar days

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.4.

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

Decisions taken without a meeting shall be considered as accepted if, within the period set out in Article 6.2.3 (section "Veto rights"), no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3 Voting rules and quorum

Each Consortium Body 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.

Each Member of a Consortium Body present or represented in the meeting shall have one vote.

A Party which the PMB has declared according to Section 4.2 to be a Defaulting Party may not vote.

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

In case of parity, the vote of the Coordinator prevails.

6.2.4 Veto rights

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 a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such a decision during the meeting and within 4 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

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

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

6.2.5 Minutes of meetings

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 5 working days after the meeting.

The minutes shall be considered as accepted if, within 4 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.

The chairperson shall send the accepted minutes to all the Members of the Consortium Body 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 Consortium Bodies

6.3.1 Project Management Board

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

- Members**
 - The PMB shall consist of one representative of each Party (hereinafter PMB Member).
 - Each PMB Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1. of this Consortium Agreement.
 - The Coordinator shall chair all meetings of the PMB, unless decided otherwise in a meeting of the PMB.
 - The Parties agree to abide by all decisions of the PMB. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.7.
- Decisions**
 - The PMB shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the WP Leaders Team shall also be considered and decided upon by the PMB.

The following decisions shall be taken by the PMB:

- Content, finances and intellectual property rights
- Proposals for changes to the Grant Agreement to be agreed by the Funding Authority
- Modifications to Attachment 1 (Background Included)
- 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

Other tasks

The PMB shall monitor the effective and efficient implementation of the Project.

It shall seek a consensus among the Parties.

It 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 Grant Agreement and, if necessary, propose and implement modifications of the Grant Agreement;

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

It shall 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.

6.3.2 Coordinator

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.

In particular, the Coordinator shall be responsible for:

- managing access to the Participant Portal Register of the European Commission and ensuring each partner keeps the information up to date
- 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 that 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.

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

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.

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

6.3.3. WP Leaders and WP Teams

The WP Leader leads and chairs the WP Team of partners involved in each WP. The WP Team shall consist of one representative of each Party participating in a task within the respective WP (hereinafter WP Member).

Each WP Leader shall manage the respective Activity, in particular with regard to:

- The timely delivery of reports and Activities results to the PMB and the Coordinator;
- Reviewing the quality of the reports;
- Formulating an implementation plan for the activities within the activity or the future period;
- Alerting the Coordinator in case of delay in the performance of the activity in case of breach of responsibilities of any Party under said Activity;
- Analysing and documenting, at the request of the PC, a presumed breach of responsibilities of a Party under the Activity and preparing a proposal of remedies to the PMB;
- Deciding upon any exchange of tasks and related budgets between the Parties in an Activity.

Editorial Board

The Editorial Board (EB) is coordinated by CRDI in close collaboration with Europeana Foundation, and includes one member from each consortium partner. Scope of the EB is to produce editorials to be published in Europeana.eu and on Europeana Pro, according to the procedures and standards already in place at Europeana Foundation, and to support the publication of other types of project's news in other communication channels.

Each member of the EB participates in periodic meetings and collaborates to text editing. The EB takes decisions about the topic for the editorials to be produced along the course of the project, and assigns writing tasks to the EB members; agrees with Europeana Foundation for the publication on Europeana websites and social media channels in agreement with the Europeana Publication

calendar; and liaises with WP Leader CRDI and partner Photoconsortium for publication of blogs and posts in the project's website.

Decisions of the EB are taken with majority of votes. Progress of the editorial work is reported at each monthly meeting of the PMB.

The EB is responsible for:

- The production of editorials in Europeana websites as described in the Grant Agreement (i.e. Editorials: min. n. 4 Europeana blogs about the collections of the four content providers; min. n. 3 Pro blogs on high-quality 3D digitisation, capacity building and new services and tools; min. n. 10 Europeana galleries)
- The communication and dissemination of these editorials and other project's news in Europeana social media channels (Twitter, Facebook, LinkedIn) depending on the audience of the editorial piece.

In addition to Europeana editorials, the EB participants support the production of min. n. 24 blogs published monthly on project's blog and other dissemination channels (e.g. digitalmeetsculture.net), in close collaboration with partners CRDI and Photoconsortium.

7. SECTION: 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 Grant Agreement
- 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 Grant Agreement.

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 that spends less than its allocated share of the budget as set out in the Grant Agreement or – in case of reimbursement via unit costs - implements less units than foreseen in the Grant Agreement 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 Grant Agreement will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share. In the case however where there is budget left after the final financial claim (e.g. when one or more

Parties have underspent), this budget will be proportionally distributed to the Parties that have overspent up to the duly justified eligible costs accepted by the Funding Authority.

7.1.4 Return of excess payments; receipts

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

In case a Party earns any receipt that is deductible from the total funding as set out in the Grant Agreement, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In case the relevant receipt is more than the allocated share of the Party as set out in the Grant Agreement, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.5 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.

7.2 Budgeting

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

7.3 Payments

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 Funding Authority's financial contribution to the Project separated from its normal business accounts (books), 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 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.

The payment schedule, which contains the transfer of pre-financing (50%), and payment of the balance (50% after the end of the project as approved and released by the Funding Authority) to Parties, will be handled according to the following:

Funding of costs included in the Grant Agreement will be paid to Parties by the Coordinator after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. 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.

8. SECTION: RESULTS

8.1 Ownership of Results

Results are owned by the Party that generates them. Material, data, results, editorials and content published on Europeana.eu and/or Europeana Pro which is subject to Europeana policies defined for this purpose, in particular the Europeana Data Exchange Agreement, Europeana Publishing Framework and other terms and conditions.

8.2 Joint ownership

Joint ownership is governed by the Grant Agreement with the following additions

In case of Joint ownership, unless otherwise agreed

- each of the joint owners shall be entitled to use their jointly owned Results for Non-Commercial 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; and
 - (b) Fair and Reasonable compensation.

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

8.3 Transfer of Results

Each Party may transfer ownership of its own Results.

It may identify specific third parties it intends to transfer the ownership of its Results. 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.

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.

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.

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

8.4 Dissemination

For the avoidance of doubt, nothing in this Section 8.4 has an impact on the confidentiality obligations set out in Section 10.

8.4.1 Dissemination of own Results

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 the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 20 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 10 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if:

- the protection of the objecting Party's Results or Background would be adversely affected
- the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.
- The publication contains Confidential Information of the objecting party.

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

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.

8.4.2 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.

8.4.3 Cooperation obligations

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.

8.4.4 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.

8.4.5 Exclusive Licenses

Where a Party wishes to grant an exclusive license to its Results and seeks the written waiver of the other Parties, 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.

9. SECTION: ACCESS RIGHTS

9.1 Background included

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.

Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the PMB is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

All requests for Access Rights shall be made in writing. The decision on whether Access Rights will be granted shall not be unreasonably delayed. 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.

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

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.

A request for Access Rights may be made up to 12 (twelve) months after the end of the Project or, in the case of Section 9.7.4, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights and such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

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 PMB 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 in the consortium.

It may request Access Rights within the period of time specified in Section 9.4.1.

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.

10. SECTION: NON-DISCLOSURE OF INFORMATION

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".

The Recipients hereby undertake in addition and without prejudice to any commitment on 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 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, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. 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 ongoing obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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.

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 has become or 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 confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality 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;
- 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 hereunder.

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.

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.

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.

11. SECTION: MISCELLANEOUS

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and Attachment 1 (Background included).

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 that fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.3.2, 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, 9.7.3, 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 affected 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 Parties concerned.

11.4 Assignment and amendments

Except as set out in Section 8.3, 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 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 try to solve amicably any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments thereof, including, without

limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

If the concerned Parties are unable to reach an agreement within 30 calendar days after a Party has notified the Coordinator of the issue, such Parties will refer the matter to their higher management (executive level: CEO, President, Rector, etc) who are at least authorised representatives to execute the Consortium or Grant Agreement and who will meet and negotiate in good faith in an effort to resolve the dispute, controversy or claim within 30 calendar days after the referral.

If the matter has not been resolved within such a period, each Party is entitled to submit the dispute, controversy or claim to the sole competent courts of Brussels.

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

12. SECTION SIGNATURES

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages. Electronic signature is preferable; in case a partner cannot provide electronic signature, a PDF scan is sufficient as well. The Coordinator will gather and conserve the signed agreements.