

Consortium Agreement

[ECP-2008-DILI-518001]

Biodiversity Heritage Library for Europe
BHL-Europe



eContentplus

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This **Consortium Agreement** is made on (Effective Date)

BETWEEN

- 1) Museum für Naturkunde - Leibniz-Institut für Evolutions- und Biodiversitätsforschung an der Humboldt-Universität zu Berlin (MfN), Berlin, DE
- 2) Natural History Museum (NHM), London, UK
- 3) Narodni muzeum (NMP), Prague, CZ
- 4) European Digital Library Foundation (EDL Foundation), The Hague, NL
- 5) Angewandte Informationstechnik Forschungsgesellschaft mbH (AIT), Graz, AT
- 6) ATOS Origin Integration France (ATOS), Paris, FR
- 7) Freie Universität Berlin (FUB-BGBM), Berlin, DE
- 8) Georg-August-Universität Göttingen Stiftung Öffentlichen Rechts (UGOE), Göttingen, DE
- 9) Naturhistorisches Museum Wien (NHMW), Vienna, AT
- 10) Land Oberösterreich (LANDOE), Linz, AT
- 11) Hungarian Natural History Museum (HNHM), Budapest, HU
- 12) Museum and Institute of Zoology, Polish Academy of Sciences (MIZPAS), Warsaw, PL
- 13) University of Copenhagen (UCPH), Copenhagen, DK
- 14) Stichting Nationaal Natuurhistorisch Museum Naturalis (NAT), Leiden, NL
- 15) National Botanic Garden of Belgium (NBGB), Meise, BE
- 16) Royal Museum for Central Africa (RMCA), Tervuren, BE
- 17) Royal Belgian Institute of Natural Sciences (RBINS), Brussels, BE
- 18) Bibliothèque nationale de France (BnF), Paris, FR
- 19) Museum national d'histoire naturelle (MNHN), Paris, FR
- 20) Consejo Superior de Investigaciones Cientificas (CSIC), Madrid, ES
- 21) Università degli Studi di Firenze (MSN), Florence, IT
- 22) Royal Botanic Garden Edinburgh (RBGE), Edinburgh, UK
- 23) Species 2000 (Sp2000), Reading, UK
- 24) John Wiley & Sons limited (Wiley), Oxford, UK
- 25) Smithsonian Institution (SIL), Washington, USA
- 26) Missouri Botanical Garden (MOBOT), St. Louis, USA
- 27) Helsingin yliopisto (UH-Viikki), Helsinki, FI
- 28) Humboldt-Universität zu Berlin (UBER), Berlin, DE

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary” relating to the Project entitled

Biodiversity Heritage Library for Europe

in short

BHL-Europe

hereinafter referred to as “Project”

WHEREAS:

The Beneficiaries, having considerable experience in the field concerned, have submitted a Best Practice Network Project to the European Commission in the Call for proposals for the year 2008, **Best Practice Networks for interoperability of digital libraries** in the *eContentplus* Programme.

The Beneficiaries wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

1.2 Additional Definitions

“Access Rights” means licenses or user rights to Knowledge or Preexisting Knowhow.

“Application Programming Interface (API)” means an interface or other means provided for by a Software application, component or library for the purpose of interfacing or interaction of other software with such application, component or library including, but not limited to, data types and structures, constant and macro definitions, function and procedure definitions including their name, parameters, parameter count and parameter data type(s) and any data type of function results thereof, as set forth in header files, specifications and related documentation.

“Beneficiary or Beneficiaries” means a party or the parties to this Consortium Agreement.

“Background” means information which is held by beneficiaries prior to their accession to this agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this agreement, and which is needed for carrying out the project or for using foreground.

“Consortium Budget” means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the A3 form supplementing the Grant Agreement.

“Defaulting Beneficiary” means a Beneficiary breaching its obligations of the Grant Agreement and/or of this Consortium Agreement.

“Deliverables” means reports, including progress reports and certified audit reports, as well as hardware and software referred to in the Grant Agreement and in this Consortium Agreement that have to be delivered to the Project Coordinator, Work Package Leader(s) and/or the European Commission (EC).

“Force Majeure” means any unforeseeable and exceptional event affecting the Grant Agreement and implementation of the Project by one or more Beneficiaries, which is beyond their control or the control of the Community and cannot be overcome despite their reasonable endeavours.

“Foreground” means the results, including information, whether or not they can be protected, which are generated under the project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

“Grant Agreement” means the Grant Agreement No. 518001 (including its Annexes) for the undertaking by the Beneficiaries of the Project. Grant Agreement also means, as applicable, any Amendment to the original Grant Agreement.

“Knowledge” means the results, including information, whether or not they can be protected, arising from the Project governed by the Grant Agreement, as well as copyrights or rights pertaining to such results following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

“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 Beneficiary would be impossible, significantly delayed, or require significant additional financial or human resources.

For Use of own Foreground:

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

“Object Code” means software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in the form of machine-readable libraries used for linking procedures and functions to other software.

“Preexisting Knowhow” means the information which is held by the Beneficiaries prior to the conclusion of the Grant Agreement, or acquired in parallel with it, as well as copyrights or rights pertaining to such information following.

“Project” means all the work referred to in Annex I of the Grant Agreement.

“Project Committee” means every body appointed to make decisions on behalf of the Beneficiaries in relation to this Consortium Agreement and the Grant Agreement.

“Project Management Group” means the project management decision-making body established in accordance with Section 6.1.

“Project Steering Group” is the principle decision-making body of this Project and shall comprise all Beneficiaries (section 6.1).

“Software” means software programmes being 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. For the avoidance of doubt, Software may be Knowledge or Preexisting Knowhow.

“Software Documentation” means software information, being technical information used or, useful in, or relating to the design, development, use or maintenance of any version of a software programme.

“Source Code” means software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

“Work Packages” means any Work Package created by decision of the Project Steering Group in accordance with the provisions of this Consortium Agreement. These Work Packages are listed in connection with the work breakdown structure in Grant Agreement, Annex I.

“Work Package Leader” means the Beneficiary who will carry out the coordination tasks and who represents the Work Package in the Project Management Group.

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Beneficiaries, in particular concerning the organisation of the work between the Beneficiaries, the management of the Project and the rights and obligations of the Beneficiaries concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Beneficiary to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative. This Consortium Agreement enters into force as of the date of its signature by the Beneficiaries, but has retroactive effect from the date of the Grant Agreement Signature by the Project Coordinator.

A new Beneficiary enters the Consortium upon signature of the accession document (Form B of the Grant Agreement) by the new Beneficiary and the Project Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

However, this Consortium Agreement or the participation of one or more Beneficiaries to it may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the Grant Agreement (Article II.9).

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

3.3 Survival of rights and obligations

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

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

Section 4: Responsibilities of Beneficiaries

4.1 General principles

Each Beneficiary undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Luxembourg Law (see Grant Agreement Article 10).

Each Beneficiary 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 Beneficiary shall promptly supply to the Project Coordinator all such information or documents as the Project Coordinator and Work Package Leaders need to fulfil obligations pursuant to this Consortium Agreement, the Grant Agreement and upon request of the EC.

Information and documents required by the Grant Agreement, Annex II.3 shall be submitted via the Project Coordinator.

Each Beneficiary undertakes reasonable endeavours to notify the Project Coordinator via the appropriate Work Package Leader and each of the Beneficiary promptly of any significant problem and delay likely to affect the success of the Project and to inform other Beneficiaries of relevant communications it receives from third parties in relation to the Project.

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

Each Beneficiary agrees not to use knowingly, as part of a Deliverable or in the design of such Deliverable or in any information supplied hereunder or under the Grant Agreement, any proprietary rights of a third party for which such Beneficiary has not acquired the right to grant licenses and user rights to the other Beneficiaries in accordance with the Grant Agreement, unless all of the other Beneficiaries have accepted such use in writing, such acceptance not to be reasonably withheld.

4.2 Breach

In the event the Project Coordinator identifies a breach by a Beneficiary of its obligations under this Consortium Agreement or the Grant Agreement, the Project Coordinator will give written notice requiring that such breach be remedied within thirty (30) calendar days. If this does not occur, the Project Steering Group may decide to declare the Beneficiary to be a Defaulting Beneficiary and to decide on the consequences thereof which may include termination of its participation.

Such termination shall take place with respect to the Defaulting Beneficiary and the latter shall be deemed to have agreed to the termination of the Grant Agreement in respect of its participation therein under the general provisions of Grant Agreement, Annex II.9, as the other Beneficiaries and/or the EC shall decide provided that:

- a) any and all Access Rights granted to the Defaulting Beneficiary and its Affiliates by the other Beneficiaries as well as under the Grant Agreement, shall cease immediately; but any and all Access Rights granted by the Defaulting Beneficiary to the other Beneficiaries and their Affiliates remain in full force and effect;
- b) The Work Packages of the Defaulting Beneficiary shall be assigned to one or several companies and/or entities which are chosen by the other Beneficiaries, are acceptable to the EC and who agreed to be bound by the terms of this Consortium Agreement. The preference shall be granted to one or more of the remaining Beneficiaries.
- c) The Defaulting Beneficiary shall:
 - 1) Assume all reasonable direct costs increase (if any) resulting from the assignment referred to in (b) above in comparison with the costs of the Work Package of the Defaulting Beneficiary as specified in the Grant Agreement, Annex I, Summary Budget.
 - 2) Be liable for any so resulting additional direct cost caused to the other Beneficiaries, up to a total amount which, together with any liability to the EC under the Grant Agreement, Annex II.8, will not exceed the total share of the Consortium Budget.

In the event that the Project Coordinator is in breach of any of its obligations, the remaining members of the Project Steering Group will give written notice to the Project Coordinator requiring that such breach be remedied within thirty (30) calendar days.

4.3 Involvement of third parties

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

Section 5: Liability towards each other

5.1 Warranties

In respect of any information or materials (incl. Foreground and Background) supplied by one Beneficiary 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 (including, without limitation, Intellectual Property Rights (IPR), trade secrets and rights of confidential information) of third parties.

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

5.2 Limitations of contractual liability

No Beneficiary shall be responsible to any other Beneficiary for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

A Beneficiary's aggregate liability towards the other Beneficiaries collectively shall be limited to the Beneficiary's share of the total costs of the Project as identified in Annex 1 of the Grant Agreement.

The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any noncontractual liability.

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Beneficiary shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Beneficiary will notify the Project Steering Group in writing of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notification, the transfer of tasks – if any – shall be decided by the Project Steering Group.

Section 6: Governance structure

6.1 General structure

The Project Committees are the bodies appointed to make decisions on behalf of the Beneficiaries in relation to this Consortium Agreement and the Grant Agreement. The initial organisation structure of the Consortium comprises the following:

- 1) The Project Steering Group as the ultimate decision-making body of the Consortium. The Project Steering Group decides on all budget-related matters, the acceptance of new Beneficiaries as well as the exclusion of Beneficiaries, the structure and restructuring of the Work Packages – and necessary budget reallocations related to this, any modifications and amendments of the Consortium Agreement, and the premature completion / termination of the Project.
- 2) The Project Management Group as the supervisory body for the Project execution, which reports and is accountable to the Project Steering Group. It is responsible for all organisational arrangements, work procedures and time schedules for the Work Package work, provided that such arrangements, work procedures and time schedules do not conflict with this Consortium Agreement, the work plan as laid out in Annex 1 of the Grant Agreement, or request made by the Project Coordinator or the EC.

In particular, the Project Management Group:

- Coordinates and monitors the overall operational activities through the project life cycle;
- Continuously evaluates project progress and, if necessary decides on and takes corrective actions to get the Project back on track;
- In case of necessary major changes to the work plan, it prepares and proposes to the Project Steering Group alternative strategies and concrete measures for approval;
- Serves as the first instance for resolving conflicts in the consortium;
- Coordinate the timely delivery of Deliverables;

The Project Management Group may introduce or ask for working groups or additional experts from any consortium partner to provide advice on strategic questions and prepare decisions and Deliverables. As defined in Annex 1 of the Grant Agreement, two such groups are established from the beginning of the Project, which is the Technology Management Board and the Communications Working Group.

- 3) The Project Coordinator is the legal entity acting as the intermediary between the Beneficiaries, the Project Committees and the European Commission. The Project Coordinator shall, in addition to its responsibilities as a Beneficiary, perform the tasks assigned to it as described in this Consortium Agreement and the Grant Agreement. The Project Coordinator is authorised to execute the project management, shall report and is accountable to the Project Management Group (which in turn reports and is accountable to the Project Steering Group) under the conditions set forth in Section 6.5.

6.2 Members

The Project Steering Group shall consist of one representative of each Beneficiary with the authority to commit their organisation to the decisions of the Project Steering Group. The

Project Coordinator shall be the Chairman of the Project Steering Group and should also chair the Project Management Group, but can delegate this function for regular meetings.

To facilitate the organisation and management, the Project is structured into Work Packages which together comprise the Project. The Work Package Leaders together with one member from BHL and the EDL Foundation (representing Europeana) constitute the Project Management Group, which is chaired by the Project Coordinator.

The EC may participate as an observer at the meetings of the Project Management Group and the Project Steering Group.

Each member shall be deemed to be duly authorised to deliberate, negotiate and decide on matters detailed in Article 6.4.8 of this Consortium Agreement on other actions proposed by the Project Coordinator, or to accept recommendations made by the bodies within the frame of their responsibilities.

The Beneficiaries agree to abide by all decisions of the Project Committees.

This does not prevent the Beneficiaries from submitting a dispute to resolution in accordance with the provisions of settlement of disputes in Article 11.8 of this Consortium Agreement.

6.3 Operational procedures for the Project Committees

6.3.1 Representation in meetings of the Project Committees

All relevant Members (see 1.2 Additional definitions) shall be present or represented at any meeting, may appoint a substitute or a proxy to attend and vote at any meeting although each Beneficiary shall use reasonable endeavours to maintain the continuity of its representation on the relevant Project Committee and shall participate in a cooperative manner in the meetings.

6.4 Preparation and organisation of meetings

6.4.1 Convening meetings

The Project Coordinator shall convene meetings of the Project Steering Group at least every 6 months to coincide with reporting. The Project Coordinator shall also convene extraordinary meetings at any time upon a fully justified, written request from a member. In the event the Project Coordinator convenes an extraordinary meeting, it will be sufficient for that meeting to be held by teleconference or other telecommunication means at a time to be mutually agreed between the Members.

6.4.2 Notice of a meeting

The Project Coordinator shall give notice in writing of a meeting to each member as soon as possible and within at least eight (8) calendar weeks preceding an ordinary meeting and fourteen (14) calendar days preceding an extraordinary meeting.

6.4.3 Sending the agenda

The Project Coordinator shall send each member a written agenda within fourteen (14) calendar days preceding the meeting.

6.4.4 Adding agenda items

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any member may add an item to the agenda by written notification to all of the other Members within at least seven (7) calendar days preceding the meeting.

During a meeting of the Project Steering Group the Members present or represented can unanimously agree to add a new item to the original agenda.

Any decision may also be taken without a meeting of the Project Steering Group by circulating to all Members a written document which is then signed by the defined majority of Members (see Article 6.4.5 of this Consortium Agreement).

Decisions will only be binding once the relevant part of the minutes is accepted according to Article 6.4.7 of this Consortium Agreement.

6.4.5 Voting rules and quorum

The Project Committees shall not deliberate and decide validly unless a quorum of two thirds (2/3) of its Members is present or represented.

Each member of a Project Committee shall have one vote. Members who are required to consult with their institutional legal offices prior to any vote must ensure that upon receiving the agenda, that they make the appropriate consultations in advance of any meeting.

Defaulting Beneficiary Members may not vote.

Decisions shall be taken by a majority of seventy five (75) percent of the votes.

If the quorum is not reached the Project Coordinator shall within fourteen (14) calendar days convene an extraordinary meeting which shall be entitled to vote even if not all of the Members are present or represented.

6.4.6 Veto rights

A Beneficiary which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Project Committee upon which it sits 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 Beneficiary 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 Beneficiary may veto such decision during the meeting and within fourteen (14) days after the minutes of the meeting are sent.

In case of exercise of veto, the Beneficiaries shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all the Beneficiaries.

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

6.4.7 Minutes of meetings

The Project Coordinator shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the minutes in draft to all of the Members within fourteen (14) calendar days of the meeting.

The minutes shall be considered as accepted if, within fourteen (14) calendar days from sending, no member has objected in writing to the Project Coordinator with respect to the accuracy of the draft of the minutes.

The accepted minutes shall be sent to all of the Members and the Project Coordinator, who shall safeguard them. If requested the Project Coordinator shall provide authenticated duplicates to the Members.

6.4.8 Decisions of the Project Steering Group

The Project Steering Group shall be free to act on their initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken jointly by the Project Steering Group at the meetings:

- 1) Content, finances and intellectual property rights

- Proposals for changes to Annex I of the Grant Agreement to be agreed by the European Commission;
- Proposals for budget shifts and budget re-allocations between Work Packages and Beneficiaries
- Proposals for changes in the Consortium Agreement
- Decisions on the strategic orientation of the Project
- Additions to Attachment 2 (Background excluded)
- Additions to Attachment 6 (List of Third Parties).

2) Evolution of the Project Committees

- Withdrawal of a Beneficiary from the Project and the approval of the settlement on the modalities and conditions of the withdrawal;
- Declaration of a Beneficiary to be a Defaulting Beneficiary;
- Corrective measures to be required from a Defaulting Beneficiary;
- Termination of a Defaulting Beneficiary's participation in the Project and measures relating thereto;
- Entry of a new Beneficiary to the Consortium and approval of the settlement on the conditions of the accession of such a new Beneficiary;
- Proposal to the European Commission for a change of the Project Coordinator;
- Suspension of all or part of the Project; and
- Termination of the Project and/or the Consortium Agreement.

In the case of abolished tasks as a result of a decision of the Project Steering Group, the Members shall rearrange the tasks of the Beneficiaries concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.5 The Project Coordinator

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

In particular, the Project Coordinator shall be responsible for:

- overall management of the Project with the support of the Project Management Group, if necessary;
- monitoring compliance by the Beneficiaries with their obligations under this Consortium Agreement and the Grant Agreement;
- keeping the address list of the Members and other contact persons updated and available;
- timely collection, review and submission of information on the progress of the Project and reports and other Deliverables (including financial statements and related certifications) to the European Commission;
- preparing the meetings, proposing decisions and preparing the agenda of the Project Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;

- transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to the Beneficiaries;
- administering the Community financial contribution and fulfilling the financial tasks described in Article 7.3;
- providing, upon request, the Beneficiaries with official copies or originals of documents which are in the sole possession of the Project Coordinator when such copies or originals are necessary for the Beneficiaries to present claims;
- the Project Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement; and
- If the Project Coordinator fails in its coordination tasks, the Project Steering Group may propose to the European Commission to change the Project Coordinator.

The Project Coordinator is not entitled to act or make legally binding declarations on behalf of any other Beneficiary.

If one or more of the Beneficiaries is late in submitting Project Deliverables (including financial statements), the Project Coordinator may submit the other Beneficiaries' Project Deliverables to the EC.

To the extent that serious concerns regarding the financial soundness of one or several Beneficiaries exist, the Project Coordinator has the authority to require the appropriate letter of comfort to prove that the corresponding Beneficiary is able to fulfil the financial obligations with regard to the Grant Agreement and this Consortium Agreement. Until this is provided, the Project Coordinator is entitled to refuse reimbursement of the financial contributions of the EC to this Beneficiary. Furthermore, the Project Coordinator has the right to retain any payment towards a Beneficiary that is late in submitting or refuses to provide Deliverables as defined in the Grant Agreement, Annex II.3 provided that the delay or refusal is attributable to the Beneficiary.

6.6 Project Communication Mechanisms

In addition to the regular project meetings, three other communication channels are established to be used for various purposes:

- 1) E-mail communication will be used on all occasions where information has to be distributed quickly in the Consortium. Discussions within small working groups (e.g. Project Management Group) will be also carried out through e-mail by responding to all, but not discussions on the Project Steering Group or Consortium level. If the Consortium is invited to provide feedback by e-mail, each appropriate Work Package Leader is responsible to collect and evaluate this feedback. Each Consortium member replies to the Work Package Leader only and not to the entire Consortium. The Consortium mailing list is not set as a forum for discussions as this will be the BHLwiki (see below). For specific tasks and topics, specific mailing lists will be created to facilitate a targeted discussion via e-mail.
- 2) The BHLwiki will be the main channel for extensive discussions in larger groups. These discussions are announced by e-mail by the appropriate Work Package Leader. The Work Package Leader will open a new page, upload all relevant material for this discussion and provide the purpose and aim of the discussion. The BHLwiki is also the source for information on the individual Work Packages and the outcomes of the Project. The Work Package Leaders are responsible for uploading information and

maintaining the BHLwiki Work Package sections. The BHLwiki will also be used to prepare the project meetings by managing list of participants and other items.

Discussions in the Project will go in steps from the working group level to the Consortium level. Initial discussions will be kept in the working groups or Work Packages relevant for this work. Draft Deliverables will be also discussed and approved in working groups. Once the working groups have finished the discussions, the consortium is invited to provide further input and to finalise the Deliverables. As mentioned above, feedback may be collected by e-mail (if personal replies to the Work Package Leaders are favored) or by using the BHLwiki for a BHL public discussion.

All e-mail important for the Project must be sent to the official Project email address: bhl-europe@mf-berlin.de in Cc. The Project Management Group must be informed about the results of any major discussions that influence the progress of the Project significantly. The Project Coordinator will send quarterly progress reports to all consortium members to inform about the progress in between the official reporting stages as laid out in Annex 1 of the Grant Agreement.

The task distribution in the Project and the identification of roles of each Consortium member must be in agreement with the appropriate Work Package Leader or the Project Coordinator. They need to be consulted about all work related and charged to the Project before the start of the work to avoid the duplication of effort in the Project. Each Work Package Leader has to know who is doing what work related to its Work Package and plan the Work Package accordingly. The Project Coordinator may reject the reimbursement of labour effort, if this work was not done in agreement with the respective Work Package Leader or the Project Coordinator.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of the Financial Contribution

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

- the Consortium Budget as included in the Grant Agreement;
- the approval of reports by the European Commission;
- the provisions of payment in Article 7.2; and
- a Beneficiary shall be funded only for its tasks carried out in accordance with the Grant Agreement and specified by the Work Package Leaders or Project Coordinator.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Beneficiary shall be solely responsible for justifying its costs with respect to the Project towards the European Commission. Neither the Project Coordinator nor any of the other Beneficiaries shall be in any way liable or responsible for such justification of costs towards the European Commission.

7.1.3 Funding Principles

A Beneficiary which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.

A Beneficiary that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified costs up to an amount not exceeding that share.

7.1.4 Financial Consequences for a leaving Beneficiary

A Beneficiary leaving the Consortium shall refund all advances paid to it except the amount of expended eligible costs accepted by the European Commission. Furthermore a Defaulting Beneficiary shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Beneficiaries in order to perform its and their tasks.

7.2 Payments

Payments to the Beneficiaries are the exclusive tasks of the Project Coordinator.

In particular, the Project Coordinator shall:

- notify the Beneficiary 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 and
- undertake to keep the Community contribution to the Project separated from its normal business accounts, its own assets and property, except if the Project Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

All payments shall be made without undue delay by the Project Coordinator after receipt of funds from the European Commission in accordance with the accepted decisions of the Project Committees on the Consortium Budget, which includes the payment schedule (see section 11.3 of Annex 1 of the Grant Agreement).

The first advance payment shall be transferred with minimum delay, but not later than thirty (30) calendar days from its receipt thereof from the EC. The second, third and final instalment will be released by the Project Coordinator depending on the decision of the Project Steering Group about completion of work and/or timely submission of Deliverables and the final approval of Deliverables by the EC as specified in the Grant Agreement, Annex II.4.

The Project Coordinator is entitled to withhold any advances either due to a Defaulting Beneficiary or to a Beneficiary not being a Beneficiary. The Project Coordinator is also entitled to recover any advances already paid to a Defaulting Beneficiary, or any pre-financing that is not supported by the financial statements at the end of the Project.

7.3 Cost statements and defaults

Cost statements shall be submitted to the Project Coordinator within fifteen (15) calendar days of the end of the reporting period to enable the Project Coordinator to submit all Project cost statements to the EC. In case an audit certificate is necessary, this period can be extended to finalise the audit.

The Project Coordinator has the right to retain any future payment if a Beneficiary is late in submitting or refuses to provide Deliverables relating to the previous period.

In case a Beneficiary has not provided the Project Coordinator with its Deliverables or has provided them late or provided non-compliant deliverables, the Project Coordinator has the right to retain any payment and such Beneficiary shall not receive its concerned contribution allocation until it remedies such non-delivery, late delivery or non-compliant delivery, unless the Project Steering Group decides otherwise.

Section 8: Foreground

Regarding Foreground, Grant Agreement Article II.10. shall apply with the following additions:

8.1 Joint ownership

In case of joint ownership of Foreground each of the joint owners shall be entitled to use the joint Foreground as it sees fit, for internal research purposes on a non-exclusive, non-transferable basis.

Unless otherwise agreed, the joint owners may only use the jointly owned Foreground for commercial purposes or grant licenses to third parties subject to the following conditions:

- (a) the other joint owners must give their prior written consent, which shall not be unreasonably withheld; and
- (b) fair and reasonable compensation must be provided to the other joint owners.

8.2 Transfer of Foreground

Each Beneficiary may transfer ownership of its own Foreground.

It may identify specific Third Parties it intends to transfer Foreground to in Attachment 6 to this Consortium Agreement. The other Beneficiaries hereby waive their right to object to a transfer to listed Third Parties. The transferring Beneficiary shall, however, notify the other Beneficiaries of such transfer and shall ensure that the rights of the other Beneficiaries will not be affected by such transfer.

Any addition to Attachment 6 after signature of this Agreement requires a decision of the Project Steering Group.

The Beneficiaries recognise that in the framework of a merger or an acquisition of an important part of its assets, a Beneficiary may be subject to confidentiality obligations which prevent it from giving the full forty five (45) calendar days prior notice.

8.3 Dissemination

8.3.1 Publication

The Beneficiary objecting a publication has to show that its legitimate interests will suffer disproportionately great harm and shall include a request for necessary modifications.

A copy of any proposed publication in connection with or relating to the Project shall be sent to the Project Coordinator and to the Beneficiaries as soon as possible. Any of the Beneficiaries may object to the publication within fourteen (14) calendar days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of its Foreground would be adversely affected by the proposed publication; (ii) that the proposed publication includes Background or confidential information belonging to it; or (iii) that the publication of such information would be contrary to its legitimate interests. In this event, the Project Coordinator has to be informed of any objection as soon as possible. The proposed publication shall not take place until the expiry of the period of fourteen (14) calendar days. In the absence of any objection within this period, it is deemed that the Beneficiaries agree to the proposed publication.

The Beneficiaries undertake to cooperate to resolve disputes as to the contents of such publication in order to ensure the timely release of the publication. A Beneficiary objecting to a publication has to show that its legitimate interests regarding its Foreground, Background or Confidential Information will suffer disproportionately great harm. Any objection shall include a request for necessary modifications.

8.3.2 Relevant Person

Where a person carrying out work on the Project on behalf of a Beneficiary (“the Relevant Person”) needs to include Background or Foreground of another Beneficiary in a publication to qualify for a degree, dissertation or thesis, approval for such use shall be obtained from the appropriate Beneficiary owning such rights or affected by such use in accordance with the provisions of section 8.3.1 above, such approval not to be unreasonably withheld.

The Beneficiaries undertake to cooperate to resolve disputes as to the contents of such publication in order to ensure timely release of the publication, in accordance with the provisions of section 8.3.1 above, in any event within ninety (90) calendar days of first notification that a publication will be made.

8.3.3 Publication of another Beneficiary’s Foreground or Background

For the avoidance of doubt, a Beneficiary may not publish Foreground or Background of another Beneficiary, even if such Foreground or Background is amalgamated with the Beneficiary’s Foreground, without the other Beneficiary’s prior written approval.

8.3.4 Cooperation obligations

The Beneficiaries undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

8.3.5 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 Beneficiaries or any of their logos or trademarks without their prior written approval.

Section 9: Access Rights

9.1 Background covered

In accordance with and subject to the provisions of the Grant Agreement, any Beneficiary may enter in Attachment 1 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Consortium Agreement. All other Background except that listed in Attachment 1 shall be available for the granting of Access Rights in accordance with the provisions of this Consortium Agreement. The Beneficiaries may withdraw any of their Background from Attachment 1 by written notice. However, only the relevant Project Steering Group may permit a Beneficiary to add Background to Attachment 1.

9.2 General Principles

Each Beneficiary 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.

Beneficiaries shall inform the relevant Project Committee as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights.

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Beneficiaries.

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

All Access Rights shall be granted upon written request.

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. Access Rights for Use shall be granted upon bilateral agreement.

The requesting Beneficiary must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Foreground and Background Needed for the execution of the own work of a Beneficiary under the Project shall be granted on a royalty-free basis, unless otherwise agreed in Section 9.1.

9.4 Access Rights for Use

Access Rights to Foreground if Needed for Use of a Beneficiary's own Foreground including for third-party research shall be granted on fair and reasonable conditions.

A third party shall not be granted direct Access to Foreground generated by other Beneficiaries unless those Beneficiaries explicitly agree to it.

Access Rights to Background if Needed for Use of a Beneficiary's own Foreground shall be granted on fair and reasonable conditions.

Any Access Rights for Use must be requested within 12 months after the end of the Project.

9.5 Additional Access Rights

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

9.6 Access Rights for Beneficiaries entering or leaving the Consortium

9.6.1 New Beneficiaries entering the Consortium

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

9.6.2 Beneficiaries leaving the Consortium

9.6.2.1 Access Rights granted to a leaving Beneficiary

Defaulting Beneficiary:

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

Non-Defaulting Beneficiary:

A Beneficiary leaving voluntarily and with the other Beneficiaries' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. The time limit for its right to request these Access Rights shall be one (1) year from the date of termination of its participation, as per the above Section 9.4.

9.6.2.2 Access Rights to be granted by any leaving Beneficiary

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

9.7 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.

Beneficiaries' 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 Beneficiary granting the Access Rights.

Section 10: Non-disclosure of information

All information in whatever form or mode of transmission, which is disclosed by a Beneficiary (the "Disclosing Beneficiary") to any other Beneficiary (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "Confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fourteen (14) calendar days at the latest as confidential information by the Disclosing Beneficiary, or that is obviously of a confidential nature, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment of nondisclosure under the Grant Agreement, for a period of two (2) years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Beneficiary;
- 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 Beneficiary on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for recording, the Recipients may keep a copy for archival purposes only.

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

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

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Beneficiary subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Beneficiary;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information is required to be disclosed by applicable laws or regulations or court or administrative order;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Beneficiary; or
- the Confidential Information was already known to the Recipient prior to disclosure.

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 Beneficiary shall promptly advise the other Beneficiary in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Beneficiary 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 Beneficiary, and comply with the Disclosing Beneficiary's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this Consortium Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Background excluded)

Attachment 3 (Listed Affiliated Entities)

Attachment 4 (initial list of Members and other contact persons)

Attachment 5 (List of Third Parties to which transfer of Foreground is possible without prior notice to other Beneficiaries)

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 Beneficiaries concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

The Beneficiaries shall not be entitled to act or to make legally binding declarations on behalf of any other Beneficiary. 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 Beneficiaries.

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 Project Coordinator based on the initial list of Members and other contact persons in Attachment 5.

Formal notices:

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

Other communication:

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

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in this Consortium Agreement require a separate agreement between all Beneficiaries.

11.5 Mandatory national law

Nothing in this Consortium Agreement shall be deemed to require a Beneficiary to breach any mandatory statutory law under which the Beneficiary 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 according to and governed by the law provided in the Grant Agreement, Article 10.

11.8 Settlement of disputes

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

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

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

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

Section 12: Signatures

AS WITNESS:

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

1) Museum für Naturkunde - Leibniz-Institut für Evolutions- und Biodiversitätsforschung an der Humboldt-Universität zu Berlin (MfN), Berlin, DE

Signature:

Name: Prof. Dr. Reinhold Leinfelder

Title: General Director

2) Natural History Museum (NHM), London, UK

Signature:

Name: Alan Carr

Title: Head of Finance

3) Narodni muzeum (NMP), Prague, CZ

Signature:

Name: PhDr. Michal Lukeš, Ph.D.

Title: General Director

4) European Digital Library Foundation (EDL Foundation), The Hague, NL

Signature:

Name: Jill Cousins

Title: Director

5) Angewandte Informationstechnik Forschungsgesellschaft mbH (AIT), Graz, AT

Signature:

Name: Mag. Gerda Koch

Title: Managing Director

6) ATOS Origin Integration France (ATOS), Paris, FR

Signature:

Name: Philippe Bouchet

Title: Client Partner Public Sector

7) Freie Universität Berlin (FUB-BGBM), Berlin, DE

Signature:

Name: Peter Lange

Title: Chancellor

**8) Georg-August-Universität Göttingen Stiftung Öffentlichen Rechts (UGOE),
Göttingen, DE**

Signature:

Name: Prof. Dr. Hiltraud Casper-Hehne

Title: Vicepresident of the University

9) Naturhistorisches Museum Wien (NHMW), Vienna, AT

Signature:

Name: Dr. Herbert Kritscher

Title: Vice-Director

10) Land Oberösterreich (LANDOE), Linz, AT

Signature:

Name: Mag. Dr. Peter Assmann

Title: Direktor der Oberösterreichischen Landesmuseen

11) Hungarian Natural History Museum (HNHM), Budapest, HU

Signature:

Name: Dr István Matskási

Title: Director-General

**12) Museum and Institute of Zoology, Polish Academy of Sciences (MIZPAS), Warsaw,
PL**

Signature:

Name: Wiesław Bogdanowicz

Title: Director

13) University of Copenhagen (UCPH), Copenhagen, DK

Signature:

Name: Inge Sofie Soerensen

Title: Faculty of Science, Head of Research and Innovation

14) Stichting Nationaal Natuurhistorisch Museum Naturalis (NAT), Leiden, NL

Signature:

Name: Dr. B.M. Geerken

Title: Director

15) National Botanic Garden of Belgium (NBGB), Meise, BE

Signature:

Name: Joannes Rammeloo

Title: Director

16) Royal Museum for Central Africa (RMCA), Tervuren, BE

Signature:

Name: Guido Gryseels

Title: General Director

17) Royal Belgian Institute of Natural Sciences (RBINS), Brussels, BE

Signature:

Name: Camille Pisani

Title: General Director

18) Bibliothèque nationale de France (BnF), Paris, FR

Signature:

Name: Bruno Racine

Title: Président

19) Museum national d'histoire naturelle (MNHN), Paris, FR

Signature:

Name: M. Bertrand-Pierre GALEY

Title: Directeur général, Muséum national d'histoire naturelle

20) Consejo Superior de Investigaciones Cientificas (CSIC), Madrid, ES

Signature:

Name: JOSÉ JUAN SÁNCHEZ SERRANO

Title: VICEPRESIDENTE DE RELACIONES INTERNACIONALES

21) Università degli Studi di Firenze (MSN), Florence, IT

Signature:

Name: dr. Giovanni Pratesi

Title: President of the Museum of Natural History

22) Royal Botanic Garden Edinburgh (RBGE), Edinburgh, UK

Signature:

Name: Alasdair Macnab

Title: Director of Corporate Services

23) Species 2000 (Sp2000), Reading, UK

Signature:

Name: Professor Frank A. Bisby

Title: Executive Director, Species 2000

24) John Wiley & Sons limited (Wiley), Oxford, UK

Signature:

Name: Mike Davis

Title: Managing Director, Life Sciences Publishing

25) Smithsonian Institution (SIL), Washington, USA

Signature:

Name: Nancy E. Gwinn

Title: Director of Libraries

26) Missouri Botanical Garden (MOBOT), St. Louis, USA

Signature:

Name: Dr. Robert E. Magill

Title: Senior Vice President, Science and Conservation

27) Helsingin yliopisto (UH-Viikki), Helsinki, FI

Signature:

Name: Johanna Björkroth

Title: Vice-Rector

28) Humboldt-Universität zu Berlin (UBER), Berlin, DE

Signature:

Name: Dr. Brigitte Lehmann

Title: Head of Department for Research Matters

Attachment 1: Background included

Access Rights to Background made available to the Beneficiaries:

No background is included to date.

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

Attachment 2: Background excluded

Background excluded from Access Rights:

No background is excluded to date.

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

Attachment 4: Listed Affiliated Entities

No affiliated entities are listed to date.

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

Attachment 5: Initial list of Members and other contact persons

Recipients for Notices in Accordance with Section 11 of this *Consortium Agreement*.

1) Museum für Naturkunde - Leibniz-Institut für Evolutions- und Biodiversitätsforschung an der Humboldt-Universität zu Berlin

Invalidenstrasse 43, D-10115 Berlin, Germany

PSG member: Dr. Henning Scholz
Phone: +49-30-20938864
Fax: +49-30-20938868
Henning.Scholz@mfn-berlin.de

Other contact: Jana Hoffmann
Phone. +49-30-20938511
Fax: +49-30-20938868
Jana.Hoffmann@mfn-berlin.de

2) Natural History Museum

Cromwell Road, London SW7 5BD, United Kingdom

PSG member: Graham Higley
Phone: +44-20-79425261
Fax: +44-20-79425559
g.higley@nhm.ac.uk

Other contact: Vanessa Pike
Phone. +49-20-79425530
Fax: N/A
V.Pike@nhm.ac.uk

3) Narodni muzeum

Vaclavske namesti 68, 115 79 Praha 1, Czech Republic

PSG member: Dr. Jiri Kvacek
Phone: +420 224 497 239
Fax: +420 224 226 488
jiri_kvacek@nm.cz

4) European Digital Library Foundation

Prins Willem-Alexanderhof 5, 2509 LK, The Hague, Netherlands

PSG member: Dr. Jill Cousins
Phone: +31-70-3140952
Fax: +31-70-3140651
Jill.Cousins@kb.nl

Other contact: Lizzy Komen
Phone. +31-70-314 0680
Fax: +31-70-3140651
Lizzy.Komen@KB.nl

5) Angewandte Informationstechnik Forschungsgesellschaft mbH

Klosterwiesgasse 32/1, A-8010 Graz, Austria

PSG member: Prof. Dr. Walter Koch
Phone: +43-316-835359-0
Fax: +43-316-835359-75
kochw@ait.co.at

Other contact: Gerda Koch
Phone. +43-316-835359-73
Fax: +43-316-835359-75
kochg@ait.co.at

6) ATOS Origin Integration France

Les Miroirs 18 AV d'Alsace la Defense 3, 92400 Courbevoie, France

PSG member: Roger Essoh
Phone: +33-1-73-262 175
Fax: N/A
roger.essoh@atosorigin.com

Other contact: Lee Namba
Phone. +33-1-73-262176
Fax: +33-1-73-264100
lee.namba@atosorigin.com

7) Freie Universität BerlinBotanischer Garten und Botanisches Museum Berlin-Dahlem, Königin-Luise-Straße 6-8,
D-14195 Berlin, Germany

PSG member: Prof. Dr. Walter G. Berendsohn
Phone: +49-30-838-50143
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Other contact: Anton Güntsch
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a.guentsch@bgbm.org

8) Georg-August-Universität Göttingen Stiftung Öffentlichen Rechts

Zoologisches Institut, Berliner Str. 28, D-37073 Goettingen, Germany

PSG member: Dr. Francisco Welter-Schultes
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Fax: +49-551-395579
fwelter@gwdg.de

9) **Naturhistorisches Museum Wien**

Burgring 7, A-1010 Wien, Austria

PSG member: Dr. Ernst Vitek
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ernst.vitek@nhm-wien.ac.at

Other contact: Heimo Rainer
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Fax: +43-1-52177-229
heimo.rainer@nhm-wien.ac.at

10) **Land Oberösterreich**

Oberösterreichische Landesmuseen/Biologiezentrum, Johann-Wilhelm-Klein Str. 73, A-4040 Linz, Austria

PSG member: Michael Malicky
Phone: +43-732-759733-33
Fax: +43-732-759733-99
m.malicky@landesmuseum.at

11) **Hungarian Natural History Museum**

Baruss u. 13, Hu-1088 Budapest, Hungary

PSG member: László Peregovits
Phone: +36-1-2677100
Fax: +36-1-3171669
perego@nhmus.hu

12) **Museum and Institute of Zoology, Polish Academy of Sciences**

Wilcza 64, 00-679 Warsaw, Poland

PSG member: Robert Turlej
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Fax: +48-22-6296302
rturlej@miiz.eu

13) University of Copenhagen

Noerregade 10, DK-1165 Copenhagen, Denmark

PSG member: Henning Knudsen
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Fax: +45-35-322210
henningk@snm.ku.dk

14) Stichting Nationaal Natuurhistorisch Museum Naturalis

Darwinweg 2, 2300 ra Leiden, Netherlands

PSG member: Kees Hendriks
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hendriks@naturalis.nl

Other contact: Tom Gilissen
Phone. +31-71-5687571
Fax: + 31-71-5687666
gilissen@naturalis.nl

15) National Botanic Garden of Belgium

Domain of Bouchout, 1860 Meise, Belgium

PSG member: Régine Fabri
Phone: +32-2-2600929
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regine.fabri@br.fgov.be

Other contact: Nicole Hanquart
Phone. +32-2-2600929
Fax: +32-2-2600945
nicole.hanquart@br.fgov.be

16) Royal Museum for Central Africa

Biodiversity Information and Cybertaxonomy Unit, Leuvensesteenweg 13, B-3080
Tervuren, Belgium

PSG member: Patricia Mergen
Phone: + 32-2-7695626
Fax: + 32-2-7695642
patricia.mergen@africamuseum.be

Other contact: Larissa Smirnova
Phone: + 32-2-7695603
Fax : N/A
larissa.smirnova@africamuseum.be

17) Royal Belgian Institute of Natural Sciences

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Attachment 6: List of Third Parties

List of Third Parties to which transfer of Foreground is possible without prior notice to the other Beneficiaries. No Third Parties are identified to date. This represents the status at the time of signature of this Consortium Agreement.