

**Consortium Agreement**

**For the project**

**Support Action for Strengthening Palestinian-administrated Areas capabilities  
for seismic Risk Mitigation**

**Version 1.4 (2013-01-23)**



**Table of Content**

Section 1: Definitions ..... 5

    1.1 Definitions ..... 5

    1.2 Additional Definitions ..... 5

Section 2: Purpose..... 5

Section 3: Entry into force, duration and termination..... 6

    3.1 Entry into force..... 6

    3.2 Duration and termination ..... 6

    3.3 Survival of rights and obligations..... 6

Section 4: Responsibilities of Parties ..... 6

    4.1 General principles..... 6

    4.2 Breach..... 7

    4.3 Involvement of third parties ..... 7

    4.4 Parties leaving the Consortium ..... 7

Section 5: Liability towards each other..... 7

    5.1 No warranties..... 7

    5.2 Limitations of contractual liability..... 7

    5.3 Damage caused to third parties ..... 8

    5.4 Force Majeure..... 8

Section 6: Governance structure ..... 8

    6.1 General structure ..... 8

    6.2 General operational procedures for all Consortium Bodies ..... 8

        6.2.1 Representation in meetings..... 8

        6.2.2 Preparation and organisation of meetings..... 9

        6.2.3 Voting rules and quorum ..... 10

        6.2.4 Veto rights ..... 10

        6.2.5 Minutes of meetings ..... 10

    6.3 Project Coordinator..... 10

    6.4 Management Committee ..... 11

        6.4.1 Members ..... 11

        6.4.2 Decisions..... 11

    6.5 Project Manager ..... 12

    6.6 Project Office..... 12

    6.7 Work-package leaders..... 12

    6.8 Advisory Board..... 13

Section 7: Financial provisions ..... 13

    7.1 General Principles ..... 13

        7.1.1 Distribution of the Financial Contribution..... 13

        7.1.2 Justifying Costs ..... 13

        7.1.3 Funding Principles..... 14

        7.1.4 Financial Consequences for a leaving Party ..... 14

    7.2 Payments ..... 14

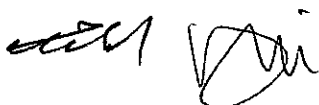
        7.2.1 Payments to Parties ..... 14

        7.2.2 Payment schedule..... 14

Section 8: Foreground ..... 15

    8.1 Joint ownership..... 15

8.2 Transfer of Foreground.....	15
8.3 Dissemination .....	15
8.3.1 Publication.....	15
8.3.2 Publication of another Party's Foreground or Background.....	16
8.3.3 Cooperation obligations.....	16
8.3.4 Use of names, logos or trademarks .....	16
Section 9: Access Rights .....	16
9.1 Background covered.....	16
9.2 General Principles .....	16
9.3 Access Rights for implementation.....	17
9.4 Access Rights for Use .....	17
9.5 Access Rights for Affiliated Entities.....	17
9.6 Additional Access Rights .....	18
9.7 Access Rights for Parties entering or leaving the Consortium.....	18
9.7.1 New Parties entering the Consortium.....	18
9.7.2 Parties leaving the Consortium .....	18
9.8 Specific Provisions for Access Rights to Software .....	18
Section 10: Non-disclosure of information .....	18
Section 11: Miscellaneous .....	20
11.1 Attachments, inconsistencies and severability .....	20
11.2 No representation, partnership or agency .....	20
11.3 Notices and other communication.....	20
11.4 Assignment and amendments .....	20
11.5 Mandatory statutory law .....	21
11.6 Language .....	21
11.7 Applicable law.....	21
11.8 Settlement of disputes .....	21
11.9 Final provisions.....	21
Section 12: Signatures.....	21



## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the EC Grant Agreement, adopted on 10 April 2007, Version 6 adopted on 24 January 2011, hereinafter referred to as the Grant Agreement and Annex II adopted on 10 April 2007 hereinafter referred to as Annex II of the Grant Agreement and is made on [2012-10-08], hereinafter referred to as "Effective Date"

BETWEEN:

(1) **An-Najah National University**, established in OMAR IBN KHATAB STREET, NABLUS, Palestinian-administrated areas represented by Rami Hamdallah, President of An-Najah National University and/or Jalal Al Dabbeek, Director of Urban Planning and Disaster Risk Reduction Center and General Coordinator for Scientific Centers at An Najah university or their authorised representative

the contractor acting as Project Coordinator of the consortium, ("the Project Coordinator")

(2) **CENTRO EUROPEO DI FORMAZIONE E RICERCA IN INGEGNERIA SISMICA**, established in, Via Ferrata 1, Pavia, 27100, Italy represented by Gian Michele Calvi, President or his authorised representative

(3) **Istituto Universitario di Studi Superiori di Pavia**, established in Palazzo Broletto, Piazza della Vittoria 15, Pavia, 27100 Italy represented by Roberto Schmid, Rector and/or Salvatore Veca, Deputy Rector or their authorised representative

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

relating to the Project entitled

Support Action for Strengthening Palestinian-administrated Areas capabilities for seismic Risk Mitigation

in short

SASPARM

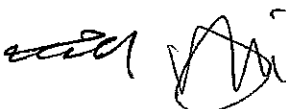
hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a Proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Coordination and Support Action (supporting action)".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement contract no. 295122.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:



## Section 1: Definitions

### 1.1 Definitions

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

### 1.2 Additional Definitions

**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 Plan** means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the Project Coordinator and the Management Committee.

**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 Consortium Plan thereafter.

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

**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; 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 Party would be impossible, significantly delayed, or require significant additional financial or human resources.

**Needed** means 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.

**Software** means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

## Section 2: Purpose

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



### **Section 3: Entry into force, duration and termination**

#### **3.1 Entry into force**

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

#### **3.2 Duration and termination**

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

However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement and Annex II of the Grant Agreement (Grant Agreement Article II.37. and II.38.).

If the Commission terminates the Grant Agreement or a Party's Participation in the Grant Agreement, this Consortium Agreement shall automatically terminate in respect to the affected Party/ies, subject to the provisions surviving the expiration or termination under Article 3.3 of the Consortium Agreement.

#### **3.3 Survival of rights and obligations**

The provisions relating to Access Rights, Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement as agreed in respective articles.

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 Project Coordinator and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

### **Section 4: Responsibilities of Parties**

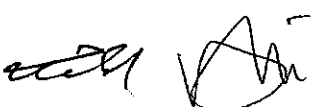
#### **4.1 General principles**

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and 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 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 provide promptly all information reasonably required by a Consortium Body defined in 6.1 or by the Project Coordinator to carry out its tasks.

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



In the case where the Party acts by way of coordination of national entities and organisations, the Party will bear the burden and be solely responsible for establishing formal relations with the entities it coordinates permitting to fully exercise the Party's rights and obligations with respect to the Project and to fully implement the decisions taken by the Project Coordinator as a result of its execution.

None of the Parties will do anything that might detract from the reputation and good name of any of the other Parties.

The Parties retain the entire rights to select, allocate, reallocate and manage their own personnel involved in the execution of the Project.

#### **4.2 Breach**

In the event the responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement, the Project Coordinator or the party appointed by the Management Committee if the Project Coordinator is in breach of its obligations under this Consortium Agreement or the Grant Agreement will give written notice requiring that such breach be remedied within 30 calendar days. If this does not occur, the Management Committee 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 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 Parties regarding Background and Foreground.

#### **4.4 Parties leaving the Consortium**

Any party leaving the Project, whether defaulting or voluntarily, shall grant access to the equipment acquired as project resource to the remaining Parties at no charge for the purpose of evaluation and benchmarking, at the exclusion of production runs. After the end of the Project the same access shall be granted to the Parties throughout the lifetime of the equipment.

### **Section 5: Liability towards each other**

#### **5.1 No warranties**

In respect of any information or materials supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

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

#### **5.2 Limitations of contractual liability**



No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

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 I 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 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 under this Consortium Agreement or from its use of Foreground or Background.

### 5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

## Section 6: Governance structure

### 6.1 General structure

The organisational structure of the Consortium comprises the following Consortium Bodies:

- (a) **The Project Coordinator (PC)** is the legal entity acting as the intermediary between the Parties and the European Commission. The Project 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
- (b) **The Management Committee (MC)** in charge for the overall management of the work packages and the whole project, the development of the project, the information flow within the project and for reporting to the European Commission (EC) and Consortium.
- (c) **The Project Manager (PM)** in charge for the administrative, operational and financial management of the project
- (d) **The Project Office (PO)** in charge of the daily management tasks of the project
- (e) **Work package leaders (WP leaders)** manage their WP and are fully responsible for the quality and delivery of the deliverables of the WP
- (f) **Advisory Board (AB)** as a group of experts to collect any advisors from a group of independent experts, who may influence the way of achieving final project objectives.

### 6.2 General operational procedures for all Consortium Bodies

All the components of the Consortium Body are listed in Section 6.1 (from a) to f)).

#### 6.2.1 Representation in meetings

Any member of a Consortium Body (hereinafter referred to as "Member"):



- should be present or represented at any meeting of such Consortium Body;
- 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**

#### Convening meetings:

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

- Ordinary meeting

Management Committee: sixtly face-to-face or videoconference

Advisory Board: sixtly videoconference

- Extraordinary meeting

Management Committee: At any time upon written request of any member of the Project Coordinator.

#### 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 within the minimum number of days preceding the meeting.

- Ordinary meeting

Management Committee: 14 calendar days

- Extraordinary meeting

Management Committee: 7 calendar days

#### 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:

Management Committee: 7 calendar days

#### 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 within the minimum number of days preceding the meeting as indicated below:


Management Committee: 2 working 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.

Any decision may also be taken without a meeting by circulating to all members of the Consortium Body a written document which is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body.

Meetings of each Consortium Body can 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 Article 6.2.5.



### 6.2.3 Voting rules and quorum

Each Consortium Body shall not deliberate and decide validly unless a quorum of two-thirds (2/3) of its members are present or represented.

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

Defaulting Party members may not vote.

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

### 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 decision during the meeting and within 15 days after the Minutes of the meeting are sent.

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

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 shall send the draft to all of its members within 10 calendar days of the meeting.

The Minutes shall be considered as accepted if, within 15 calendar days from sending, no member has objected in writing to the chairperson with respect to the accuracy of the draft of the Minutes.

The accepted Minutes shall be sent to all of the members of the Consortium Body and the Project Coordinator, who shall safeguard them. If requested the Project Coordinator shall provide authenticated duplicates to Parties.

### 6.3 Project Coordinator

The Project Coordinator shall be the intermediary between the Parties 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:

- 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 and other deliverables (including financial statements and related certifications) to the European Commission
- transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to and between Work package Leaders, as appropriate, and any other Parties concerned
- preparing the meeting, proposing decisions and preparing the agenda of the Management Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of the decision taken at meetings
- administering the Community financial contribution and fulfilling the financial tasks described in Article 7.2
- providing, upon request, the Parties 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 Parties to present claims.

If the Project Coordinator fails in its coordination tasks, the Management Committee may propose to the European Commission to change the Project Coordinator.

The Project Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

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

#### **6.4 Management Committee**

Management Committee (MC) is in charge for the overall management of the work packages and the whole project, the development of the project, the information flow within the project and for reporting to the EC and the Consortium. It may propose major revisions of the project to the EC and Consortium, if new solutions are required to reach the general objectives of the project.

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

##### **6.4.1 Members**

The MC will consist of the Project Coordinator, the Project Manager, a representative of IUSS and the leaders of the work packages.

Each MC Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Article 6.4.2 of this Consortium Agreement.


The Parties agree to abide by all decisions of the Management Committee. This does not prevent the Parties to submit a dispute in Article 11.8.

##### **6.4.2 Decisions**

The Management Committee 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 Project Office shall also be considered and decided upon by the MC.

The following decisions shall be taken by the MC:

- Content, finances and intellectual property rights
- Proposals for changes to Annex I of the Grant Agreement to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)



- 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
  - 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 European Commission for a change of the Coordinator
  - Proposal to the European Commission for suspension of all or part of the Project
  - Proposal to the European Commission for termination of the Project and the Consortium Agreement
- Appointments

On the basis of Annex I, the appointment if necessary of:

- Work package leaders
- Head of the Project Office
- Advisory Board

In addition to what specified in Annex I, the Management Committee and the Project Coordinator could appoint a Deputy Coordinator. The Deputy Coordinator will support the Project Coordinator in the management activities. In the eventuality of nominating as Deputy Coordinator belonging to either IUSS or Eucentre, part of the man-months of management will be reported by the institution of the Deputy Coordinator instead of NNU, in order to have consistency between activities carried out by the partners and available funds.

## 6.5 Project Manager

The Project Manager is in charge for the administrative, operational and financial management of the project. The Project Manager shall not be entitled to act or to make legally binding declarations on behalf of any other Party and shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

## 6.6 Project Office

The Project Office (PO) will support the MC, executing the daily management tasks like the financial and contractual issues, the management of the budget and time, the monitoring and execution of quality checks, the reporting to the EC and the Consortium, the communication and flow of information within the project and the maintenance of the project website. The PO will provide administrative and financial assistance to the Project Manager and Coordinator.


## 6.7 Work-package leaders

Work package leaders manage their WP and are fully responsible for the quality and timely delivery of the deliverables of the WP. They also work together via the MC and other informal methods to ensure interconnectivity with other work packages. The activity leaders confirm their progress on all issues at least quarterly, or based on needs, to the Project Office.

The WP Leader is appointed by the Management Committee.

The WP Leader shall have the following functions only:

- communicating any plans, deliverables, documents and information connected with the WP between its members and, if relevant, to the Management Committee
- submitting the implementation plan of the WP to the Project Coordinator for review and proposing an update of the Consortium Plan.
- coordinating on a day-to-day basis the progress of the technical work under the WP
- following up decisions made by Consortium Bodies insofar as they affect the WP



- advising the Project Coordinator of any discrepancy with the Consortium Plan, including any delay in delivery.

## 6.8 Advisory Board

The Advisory Board (AB) monitors the progress of the project and advises the Management Committee and the Consortium on all issues of general scientific and managerial policy. It represents the interests of the wider scientific community and of key stakeholders in different sectors of the society, not covered by the Consortium. Its 3 members include key research figures in seismology, geophysics, and earthquake engineering, representatives from international organisations (scientific and engineering associations and organisations) and large seismological and engineering facilities worldwide. The main goal shall be collect any advisors from a group of independent experts who may influence the way of achieving final project objectives.

The composition of the AB will be finalised upon completion of the negotiation. The members of the AB are required to sign a non-disclosure agreement no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier.

The Advisory Board will be involved in the project meetings by means of teleconferences. After each meeting, AB members will send to the Project Coordinator their feedback. The Project Coordinator shall prepare the implementation of the AB suggestions.

## 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 Description of Work
- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.2.

A Party shall be funded only for its tasks carried out in accordance with the Description of Work. Each Party shall ensure that it has at all times the necessary funds available to fulfil its obligations under 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 European Commission. Neither the Project Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the European Commission.



### 7.1.3 Funding Principles

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

### 7.1.4 Financial Consequences for a leaving Party

A Party leaving the Consortium shall refund all payments paid to it except the amount of expended eligible costs accepted by the European Commission. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

## 7.2 Payments

### 7.2.1 Payments to Parties

The payments to Parties are the exclusive tasks of the Project Coordinator.

In particular, the Project Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community contribution to the Project separated from its normal business accounts, its own assets and property.

All payments shall be made without undue delay by the Project Coordinator after receipt of funds from the European Commission.

In case a Party does not provide the Project Coordinator with its project deliverables or contributions to project deliverables or progress reports in accordance with the requirements of the Grant Agreement and the Consortium Agreement or any requirement defined by the Management Committee, such Party shall not receive any payment hereunder, until he provides the project deliverables or contributions to project deliverables including progress reports in accordance with such requirements.

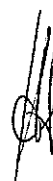
The Project Coordinator is entitled to withhold any payments either due to a Defaulting Party or to a Beneficiary not being a Party.

The Project Coordinator is entitled to recover any payments already paid to a Defaulting Party.

### 7.2.2 Payment schedule

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following option:

Funding of costs included in the Description of the Work will be paid to Parties after receipt from the EU-Commission without undue delay and in conformity with the provisions of Annex II of the Grant



Agreement. Costs accepted by the EU-Commission will be paid to the Party Concerned, taking into account the amounts already paid for the reporting period concerned.

The Project 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 the Consortium Agreement.

The Project Coordinator is entitled to recover any payments already paid to a Defaulting Party.

## **Section 8: Foreground**

Regarding Foreground, Grant Agreement Article II.26. - Article II.29. shall apply with the following additions:

### **8.1 Joint ownership**

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to Use their jointly owned Foreground 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 grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

at least 45 days prior notice must be given to the other joint owner(s); and

fair and reasonable compensation must be provided to the other joint owner(s).

### **8.2 Transfer of Foreground**

Each Party may transfer ownership of its own Foreground following the procedures of the Grant Agreement Article II 27.

The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice foreseen in Grant Agreement Article II 27.2.

### **8.3 Dissemination**

#### **8.3.1 Publication**

Dissemination activities including but not restricted to publications and presentations shall be governed by Article II.30.3 of the GA subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Project Coordinator and to any Party concerned within 30 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

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or



(b) the protection of the objecting Party's Foreground or Background is adversely affected.  
**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 actions are performed following the discussion.

### **8.3.2 Publication of another Party's Foreground or Background**

For the avoidance of doubt, a Party may not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

### **8.3.3 Cooperation obligations**

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

Publication of project results shall be reviewed prior to publication. It is the responsibility of the Project Coordinator to perform this review or organize a review committee for this purpose.

### **8.3.4 Use of names, logos or trademarks**

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

## **Section 9: Access Rights**

### **9.1 Background covered**

The Parties shall identify the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the Grant Agreement. Such identification may be done by e.g.

- subject matter and possibly in addition by
- naming a specific department of a Party

### **9.2 General Principles**

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

As provided in the Grant Agreement Article II.32.3. Parties shall inform the Consortium 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 (e.g. the use of open source code software in the Project).



If the Management Committee considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

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 Parties according to the Grant Agreement Article II.32.7.

Foreground 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 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 Foreground and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis.

### **9.4 Access Rights for Use**

Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on fair and reasonable conditions. A third party shall not be granted direct Access to Foreground generated by other Parties unless those Parties explicitly agree to it.

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

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

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Art. 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

### **9.5 Access Rights for Affiliated Entities**

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Article II.34.3.

Such 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 grant Access Rights to all Parties and 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 Affiliate Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Foreground.

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**

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

### **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 Management Committee 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 Foreground developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Art. 9.4.2.

##### **9.7.2.2 Access Rights to be granted by any leaving Party**

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


## **9.8 Specific Provisions for Access Rights to Software**

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

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

## **Section 10: Non-disclosure of information**

All information in whatever form or mode of transmission, 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", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15



days from the 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 of non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to 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:

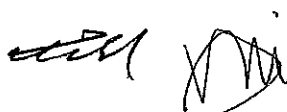
- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure;
- 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 Art. 10.7 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 by any person of Confidential Information as soon as practicable 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.



Unless otherwise agreed, Parties will not use confidential information obtained from another Party during the execution of the Project for the participation, in direct mode or in partnership with other organizations, to tender, commercial activities or business development in competition against others parties.

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 body text and no attachments are included.

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

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

### **11.2 No representation, partnership or agency**

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. 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 Project Coordinator.

#### **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 Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

#### **Other communication:**

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

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

### **11.4 Assignment and amendments**

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 Articles 6.4.1 and 6.4.2 require a separate agreement between all Parties.



### **11.5 Mandatory statutory 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 and all clauses in the Grant Agreement affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

### **11.8 Settlement of disputes**

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

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

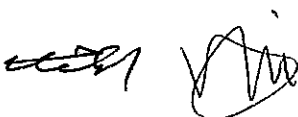
### **11.9 Final provisions**

Each Party shall be responsible for any damage to persons or properties indemnify and hold harmless other Parties from any liability under the project and / or its results and its applications.

## **Section 12: Signatures**

AS WITNESS:

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



(1) An-Najah National University

Signature

Name: Rami Hamdallah

Title: President of An Najah National University

or

Signature



Name: Jalal Al-Dabbeek

Title: Director of Urban Planning and Disaster Risk Reduction Center



(2) EUROPEO DI FORMAZIONE E RICERCA IN INGEGNERIA SISMICA

Signature



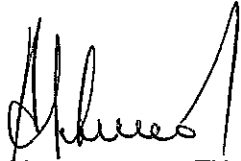
Name: Gian Michele Calvi Title: President of the EUCENTRE Foundation

*Handwritten scribbles and a signature.*

*Handwritten signature.*

(3) Istituto Universitario di Studi Superiori di Pavia

Signature



Name: Roberto Schmid

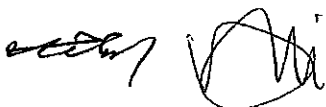
Title: Rector of the Institute for Advanced Study Pavia

or

Signature

Name: Salvatore Veca

Title: Deputy Rector of the Institute for Advanced Study Pavia



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.A handwritten signature in black ink, featuring a prominent vertical stroke and several smaller loops.