CORDAP Consortium Agreement Template

Revision 1.

Effective Date: August 2027

REMARKS

This model Consortium Agreement is created for projects which will be governed by a CORDAP Award Notification ("Notification") and the CORDAP Award Terms and Conditions (the "Manual").

The model Consortium Agreement should be adapted in order to suit the specific features of each single project. The terms and conditions of the Consortium Agreement cannot contravene the terms of the CORDAP Award Notification or the Manual. CORDAP is not a signatory to this Consortium Agreement.

CONSORTIUM AGREEMENT

This Consortium Agreement is based upon the 2026 Call for Proposals made under the CORDAP High Reward Program, and is made on [*Project start date*], hereinafter referred to as the "Effective Date". The duration of the Project is [*XX*] months (the "Term").

BETWEEN:

[OFFICIAL NAME OF THE LEAD ORGANIZATION AS IDENTIFIED IN THE AWARD NOTIFICATION], [short name with legal address …], the "Lead Organization";

[**OFFICIAL NAME OF THE PARTY AS IDENTIFIED IN THE AWARD NOTIFICATION** [Party short name], with legal address …];

[**OFFICIAL NAME OF THE PARTY AS IDENTIFIED IN THE AWARD NOTIFICATION** [Party short name], with legal address …];

[*Insert identification of other Parties if required* …]

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

relating to the proposal entitled

[*Project Title*] ["***acronym/short name*"**]

hereinafter referred to as the "Project".

WHEREAS:

The Parties, having experience in the field of coral reef conservation and restoration, have submitted a proposal for the Project to the Global Coral Reef R&D Accelerator Platform (CORDAP).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Award Notification to be signed by the Lead Organization and CORDAP.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

Terms not specifically defined in this Consortium Agreement shall have the meaning given to them in the CORDAP Award Terms and Conditions (the "Manual").

Affordable Price means the lowest sustainable, competitive price for the product(s) and/or technologies within a particular country, which covers the cost of raw materials, manufacturing and/or development, distribution and operational overheads, and includes a reasonable margin to help ensure the economic sustainability of the production and distribution of the product(s) and/or technologies.

Charitable Purpose means that (a) the knowledge, data and information gained from the Project be promptly and publicly disseminated, and (b) the funded Results be made available and accessible for coral reef conservation and restoration at an Affordable Price in Low and Middle Income Economies as defined by the OECD, as may be modified or updated from time to time.

Consortium Plan means the description of the Project and the related agreed budget as first defined in the Notification and which may be updated by CORDAP or the Project Management Team.

Controlled License Terms means terms in any license that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c) is not under Controlled License Terms.

Data means any data of any nature, in any form, collected, generated, processed or used for or in relation to the Project, including Personal Data.

Defaulting Party means a Party which the Project Management Team has identified to be in breach of this Consortium Agreement and/or the Notification.

Material(s) means physical samples or specimens and similar items produced, developed or brought into existence as a result of research during the course of the Project for the purposes of the Project.

Results means all inventions and intellectual property, whether patentable or not, identified or first reduced to practice or writing in the course of the Project, including confidential and proprietary information, or non-public processes, procedures, designs, drawings, specifications, technology, know-how, techniques, algorithms, databases and data collections, formulas, concepts, developments, improvements, ideas, technical data and information, and all software;

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

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, intellectual property rights and dispute resolution.

3 The Project

3.1 Entry into Force

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

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

An entity becomes a new Party to the Consortium Agreement upon signature thereof by the new Party and the Lead Organization. Such accession shall have effect from the date identified in the 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 Notification and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement if:

- the Notification is not signed by the Lead Organization, or
- the Notification is terminated, or
- if this Consortium Agreement is not signed by a Party, or
- a Party's participation in the Notification is terminated,

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

3.3 Survival of Rights and Obligations

The provisions relating to Intellectual Property Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Project Management Team and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General Principles

Each Party shall:

a) 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 Notification and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by English law.

b) comply with the terms and conditions of the Manual.

c) notify promptly the Lead Investigator and the other Parties, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.

d) promptly provide all information reasonably required by the Project Management Team or by the Lead Investigator to carry out its tasks.

e) submit progress reports in writing to the Lead Investigator in agreed upon intervals and formats.

f) take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach of Agreement

In the event that the Project Management Team identifies a breach by a Party of its obligations under this Consortium Agreement or the Notification (e.g. improper implementation of the Project), the Lead Investigator or, if the Lead Investigator is in breach of its obligations, the Party appointed by the Project Management Team, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Project Management Team may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of Third Parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to affiliated entities) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Notification. Such Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Notification.

4.4 Transfer of Materials

4.4.1 Each Party ("sending Party") may provide to another Party ("receiving Party") certain scientific and experimental research Material as part of their collaboration under the Project.

a) Material shall be used by the receiving Party with prudence and appropriate caution.

b) The sending Party provides the Material on an "as is basis" without any warranty of merchantability, fitness for a particular purpose, utility, efficacy, non-toxicity or safety, or any other warranty, express or implied. The sending Party makes no representation that receiving Party's use of the material will not infringe a patent or other proprietary right of a third party.

c) The sending Party represents that it will obtain the approval of its institutional ethics review board where applicable before sending Material to the receiving Party.

d) The receiving Party may use the Material and results therefrom only during the course of the Project and for the Project, and only under the supervision of the receiving Party's Principal Investigator on the receiving Party's facilities.

e) Each Party represents that it will obtain the approval of its institutional ethics review board where applicable. Unless specified or agreed in writing, the receiving Party may not use the Material and results therefrom in humans, including for purposes of diagnostic testing.

4.4.2 Material created or developed jointly by the Parties under the Project will be owned jointly by the Parties.

4.4.3 Results from Material provided under this Section 4.4 shall be shared by the Parties who each shall have an unrestricted right to use such Results for its own internal research and teaching purposes during and after this Agreement.

4.4.4 This Section 4.4 may be superseded by a separate Material Transfer Agreement if Material is subject to different or additional terms and conditions.

4.4.5 The phytosanitary condition of any seed Material is warranted only as described in any accompanying phytosanitary certificate. The Recipient assumes full responsibility for complying

with the Recipient nation's quarantine and biosafety regulations and rules as to import or release of genetic material.

4.5 Data Management and Data Protection

4.5.1 Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws within the scope of the performance and administration of the Project and of this Consortium Agreement.

4.5.2 Any Data or Personal Data provided by a Party (the "Data Provider") and used by another Party (the "Data Processor") directly or indirectly in the performance of the Project shall remain at all times the property of the Data Provider. The Data and Personal Data shall be identified, clearly marked and recorded as such by the Data Provider on all media and in all documentation. The Data Provider grants to the Data Processor a non-exclusive license to use the Data for the purposes of carrying out the Project and for internal, non-commercial research and teaching purposes.

4.5.3 Any Data created by a Party (the "Originating Party") in the performance of the Project will be owned solely by the Originating Party. The Originating Party grants to the other Party/ies a non-exclusive license to use the Data for the purposes of carrying out the Project and for internal, non-commercial research and teaching purposes. Any other Party or any third party request for the Originating Party's Data, including for the purposes of commercial use, shall be referred to the Originating Party, and the Originating Party shall determine the terms of access to its Data at its absolute discretion.

4.5.4 Any database created in relation to or for the purposes of this Project shall be designed in its organizational structure in such a way that it meets data protection requirements in accordance with the applicable laws, and the Originating Party's policies, procedures and guidelines.

4.5.5 Personal Data shall be anonymized before being transferred to the Data Processor, so that the Data Processor is unable to identify any Data subjects. The Data Provider shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Data and Personal Data to the Data Processor for the duration and purposes of this Agreement.

4.5.6 The Data Processor shall have in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures.

5 Liability

5.1 No Warranties

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

Therefore,

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

5.2 Limitations of 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, except in case of breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project as identified in Annex 2 of the Notification.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or gross negligence or to the extent that such limitation is not permitted by law.

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

6 Governance Structure

6.1 General Structure

The organisational structure of the consortium shall comprise:

- The **Project Management Team** as the decision-making body of the consortium.
- The **Lead Organization** as the legal entity acting as the intermediary between the Parties and CORDAP. The Lead Organization shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Notification and this Consortium Agreement.

6.2 Members

The Project Management Team shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Section 6.3 of this Consortium Agreement.

Any Member should be present or represented at any meeting; and a Member may appoint a substitute or a proxy to attend and vote at any meeting;

Each Member present or represented in the meeting shall have one vote.

The Lead Investigator shall chair all meetings of the Project Management Team, unless decided otherwise by the Project Management Team.

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

The Parties agree to abide by all decisions of the Project Management Team.

6.3 Decisions of the Project Management Team

The Project Management Team shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. The following decisions shall be taken by the Project Management Team:

<u>Content, Finances and Intellectual Property Rights</u>

- Proposals for changes to Annexes 1 and 2 of the Notification to be agreed by CORDAP;
- Changes to the Consortium Plan;
- Modifications or withdrawal of Background in Attachment 1 (Background Included);

<u>Evolution of the Consortium</u>

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party;

- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal;
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Notification;
- 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 CORDAP for a change of the Lead Investigator;
- Proposal to CORDAP for suspension of all or part of the Project;
- Proposal to CORDAP for termination of the Project and the Consortium Agreement

In the case of abolished tasks as a result of a decision of the Project Management Team, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.4 Lead Investigator

The Lead Investigator shall be the intermediary between the Parties and CORDAP and shall perform all tasks assigned to it as described in the Notification and in this Consortium Agreement.

In particular, the Lead Investigator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Notification;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority;
- preparing the meetings, proposing decisions and preparing the agenda of Project Management Team meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- transmitting promptly documents and information connected with the Project to any other Party concerned;
- administering the financial contribution from CORDAP and fulfilling the financial tasks described in Section 7.2;
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Lead Investigator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any Project deliverable, the Lead Investigator may nevertheless submit the other Parties' Project deliverables and all other documents required by the Notification to CORDAP in time.

If the Lead Investigator fails in its coordination tasks, the Project Management Team may propose to CORDAP to change the Lead Investigator.

The Lead Investigator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Notification or this Consortium Agreement. The Lead Investigator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Notification.

7 Financial Provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution from CORDAP to the Project shall be distributed by the Lead Organization according to:

- the Consortium Plan,
- the Manual,
- the approval of reports by CORDAP, and
- the provisions of payment in Section 7.2.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards CORDAP. Neither the Lead Investigator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards CORDAP.

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its units/actual duly justified eligible costs only.

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

7.1.4 Excess Payments

A Party has received excess payment

a) if the payment received from the Lead Organization exceeds the amount declared or
b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Party has received excess payment, the Party has to inform the Lead Organization and return the relevant amount to the Lead Organization without undue delay. In case no refund takes place within 60 days upon request for return of excess payment from the Lead Investigator, the Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to CORDAP, shall be apportioned by the Lead Organization to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

7.1.5 Financial Consequences of Termination

A Party leaving the consortium shall refund to the Lead Investigator any payments it has received except the amount of contribution accepted by CORDAP or another contributor.

7.2 Payments

Payments to Parties are the exclusive task of the Lead Organization. In particular, the Lead Organization shall:

- notify the Parties concerned promptly of the date and composition of the amount transferred to their bank accounts, giving the relevant references;

- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
- undertake to keep CORDAP's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Lead Organization is a Public Body or is not entitled to do so due to statutory legislation.

Funding of costs included in the Consortium Plan will be paid by the Lead Organization to the Parties after receipt of payments from CORDAP without undue delay and in conformity with the provisions of the Notification. Costs accepted by CORDAP will be paid to the Party concerned.

The Lead Organization is entitled to withhold any payments due to a Party identified by the Project Management Team to be in breach of its obligations under this Consortium Agreement or the Notification or to a new party which has not yet signed this Consortium Agreement.

The Lead Organization is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by CORDAP. The Lead Organization is equally entitled to withhold payments to a Party when this is suggested by or agreed with CORDAP.

8 Research Results

8.1 Ownership of Results

8.1.1 Ownership of Results shall follow the CORDAP Intellectual Property Policy. Intellectual property rights are subject to the Charitable Purpose and this Agreement, and must be managed in such a way as to ensure the broadest possible access to those most in need.

8.1.2 CORDAP does not seek to own any of the Results or intellectual property rights resulting from its funded activities. Ownership vests as agreed by the organizations collaborating on the research.

8.1.3 Each Party will solely own Results and intellectual property rights created, conceived, or reduced to practice solely by that Party's Personnel. All further use to make, use, sell, offer to sell, import, distribute, copy, modify, create derivative works, publicly perform and display the Results shall be within the field of use of coral reef conservation and restoration, and subject to the Charitable Purpose.

8.1.4 CORDAP-funded developments and technologies should be made publicly available and accessible at an Affordable Price to all coral restoration projects in all countries listed by the OECD as Low or Middle Income Countries (Including Upper-Middle Income). For the avoidance of doubt, in any country not listed by the OECD as Low or Middle Income Countries , the Parties are free to determine the terms of its market access.

8.1.5 Subject to the terms of this Section 8, owners of Results or intellectual property rights resulting from CORDAP-funded activities must provide a non-exclusive, worldwide license to all Results for all commercial and non-commercial coral reef conservation and restoration use, including a free license to any Background IP contributed to the Project.

8.1.6 Publications and underlying Data generated by CORDAP-funded activities will be made openly accessible, allowing others to build upon and re-use this knowledge and information.

8.2 Joint Ownership of Results

The Parties will jointly own any Results and intellectual property rights that are created, conceived, or reduced to practice (a) jointly by the Personnel of more than one Party; (b) solely by a Party's Personnel with more than incidental use of another Party's facilities; or (c) Results that are generated by a Party using the Material made available by another Party. No Party will file any patent, utility model, or design application using the Joint IP without prior written consent from the other owning Party/ies.

In case of joint ownership, each of the joint owners shall be entitled to commercially use or exploit the joint Results as they see fit, and to grant non-exclusive licenses, without obtaining any consent from,

paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners. Results are subject to the Charitable Purpose and this Agreement and must be managed in such a way as to ensure the broadest possible access to those most in need.

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

8.3 Transfer of Results

Each Party may transfer ownership of its own Results, including its share in jointly owned Results. The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Notification will not be affected by such transfer.

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

8.4 Dissemination

For the avoidance of doubt, the confidentiality obligations set out in Section 9 apply to all dissemination activities described in this Section as far as Confidential Information is involved.

8.4.1 Dissemination of Results

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be in accordance with the CORDAP Charitable Purpose.

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Notification by written notice to the Lead Organization and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if

a) the protection of the objecting Party's Results or Background would be adversely affected, or
b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
c) the proposed publication includes Confidential Information of the objecting Party.

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

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.2 Access To Another Party’s Unpublished Results or Background

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

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

A request for access to Results may be made up to twelve months after the end of the Project or after the termination of the requesting Party's participation in the Project.

For the avoidance of doubt any grant of access to Results not covered by 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, including upon adequate financial conditions.

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

8.4.3 Access to Results by Acceding or Leaving Parties

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

Access to Results 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 Project Management Team to terminate its participation in the consortium.

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have access to the Results developed until the date of the termination of its participation.

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

8.5 Specific Provisions for Access to Software

For the avoidance of doubt, the general provisions for access rights provided for in this Section 8 are applicable also to Software as far as not modified by this Section **Error! Reference source not found.**8.5.

Third parties' access to Software is subject to a separate licensing agreement (the "Software License") and does not include any automatic right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the owning Party granting the Software License at its sole discretion.

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the Project Management Team to implement such introduction into the Consortium Plan. In case of an introduction of Software under Controlled License Terms' in the Project, the Controlled License Terms shall prevail over any conflicting provisions of this Consortium Agreement for affected original and derivative Background and Results.

9 Confidentiality

9.1 All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Notification, 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 without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

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

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Notification;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

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 Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Recipient 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.

10 Miscellaneous

10.1 Force Majeure

No Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from any event of Force Majeure. A Party affected by an event of Force Majeure shall promptly notify the Lead Organization in writing when such circumstances cause a delay or failure in performance and when they cease to do so. In the case of the Lead Organization, if he experiences an event of Force Majeure, he shall notify all other Parties.

If a Party is prevented from performing a material obligation under this Agreement by any event of Force Majeure for a continuous period of 90 days or more, then the Project Management Team shall be entitled to either suspend or terminate this Agreement with immediate effect by giving notice in writing to the defaulting Party. No Party shall be liable to the other Parties for such suspension or termination.

If a Force Majeure event affects the Project for more than 90 days, CORDAP may decide, at its sole discretion, to issue a no-cost extension to the Parties in justified circumstances.

10.2 Export Control

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time. Each Party will notify the Project Management Team of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the Project Management Team.

10.3 Inconsistencies and Severability

In case the terms of this Consortium Agreement are in conflict with the terms of the Notification, the terms of the latter shall prevail.

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

10.4 No Representation, Partnership or Agency

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

10.5 Notices

Any notice to be given under this Consortium Agreement shall be addressed to the recipients as listed in the most current address list kept by the Lead Organization. Any change of persons or contact details shall be immediately communicated to the Lead Organization by written notice. The address list shall be accessible to all Parties.

If it is required in this Consortium Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorized representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt. Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as electronic mail with acknowledgement of receipt.

10.6 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 this Consortium Agreement require a separate written amendment to be signed between all Parties.

10.7 Language

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

10.8 Applicable Law

This Consortium Agreement shall be construed in accordance with and governed by the laws of England and Wales excluding its conflict of law provisions.

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

10.9 Settlement of Disputes

10.9.1 The Parties shall act in good faith to amicably resolve any dispute between them. The Party raising a dispute shall promptly provide notice to the other Party in a writing that describes in reasonable detail the nature of the dispute. Within 30 days after the recipient has received such notice, each Party shall select for itself a representative with the authority to bind such Party, and shall advise the other Party in writing of the name and title of such representative. The representatives of the Parties shall meet as soon as practicable and make good faith attempts to resolve the dispute. Any dispute not resolved within 90 days after date of claim shall be submitted to binding arbitration.

10.9.2 Any dispute, controversy or claim arising out of or relating to construction, performance or breach of this Agreement that is not settled by the Parties in accordance with Section 10.9.1, shall be referred to by mediation, such mediation to be conducted in London and in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedures. In the event that the Parties are unable to reach a settlement of the dispute through the mediation process or within a period of 10 days following the mediation meeting, either Party may refer the dispute to expedited arbitration for final resolution under the CEDR Rules (the "Rules"), which Rules are deemed to be incorporated by reference into this clause 10.9:

a) the tribunal shall consist of one (1) arbitrator. He shall be chosen by the CEDR.
b) the seat of the arbitration shall be London;
c) the language of the arbitration shall be English.

The award of the arbitration will be final and binding upon the Parties. Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

11 Signatures

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

Insert Party1 Lead Organization

Signature: _____

Name, Title
Date: _____

[It is recommended to insert a new page for each Party/signature. Add as required]

Insert Party2
Signature: _____

Name, Title
Date: _____

Insert Party3
Signature: _____

Name, Title
Date: _____